



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, MARCH 18, 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

PUBLIC HEARING

1. Lippold Park Annexation

PRESENTATIONS

1. Fox Valley Park District Presentation
2. West Aurora School District 129 – Goodwin School

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 3/4/2019; C.O.W. Minutes dated 3/4/2019
2. Travel and Expenses for Business Purposes in the Amount of **\$125.00**
3. An Ordinance Authorizing the Sale or Disposition of Surplus Personal Property
4. Annual Renewal Agreement with Clarke Mosquito Spraying for 2019 in the Amount of **\$57,406.00**
5. Approval of a Proposal for Building Inspection Services for Lincoln Valley Subdivision, submitted by B&F Construction Code Services, Inc.
6. Termination of an Intergovernmental Agreement with Kane County for G.I.S. Geodatabase Hosting and Related Services
7. Bills List dated 3/18/2019 in the Amount of **\$317,728.18**

NEW BUSINESS

1. Approval an Ordinance Annexing Certain Land to the Village of North Aurora owned by the Fox Valley Park District lying north of the Red Oak Nature Center, west of Route 25 and east of the Fox River (Lippold Park)

2. Approval of an Ordinance Approving the 2nd Budget Amendment for Fiscal Year 2018-19
3. Approval of a Bid in the Amount of \$42,143.00 from Sebert Landscaping for the 2019 Mowing and Landscape Maintenance Project
4. Approval of a Bid in the Amount of \$298,212.90 from National Power Rodding for the 2019 Sanitary Sewer Televising Project
5. Approval of the Purchase of 2500-3000 Tons of Salt from the Illinois Joint Purchasing Program
6. Approval of an Ordinance Approving an Amendment and Extension to the Economic Incentive Agreement for the North Aurora Towne Centre Development

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 SB

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
MARCH 4, 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 Mark Guethle, Village Clerk Lori Murray. **Not in attendance:** Trustee Tao Martinez.

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

PUBLIC HEARING

1. National Pollution Discharge Elimination System (NPDES)

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

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

CONSENT AGENDA

- 1. Village Board Minutes dated 2/18/19; COW Minutes dated 2/18/19**
- 2. Agreement with GovTemps USA for Accounting Services**
- 3. Pay Request No 3, partial to Builders Paving LLC in the Amount of \$185,010.26**
- 4. Interim Bills List dated 3/4/19 in the Amount of \$52,293.41**
- 5. Bills List dated 3/4/19 in the Amount of \$614,340.94**

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

NEW BUSINESS

1. Approval of a Bid in the Amount of \$452,270.05 from Patnick Construction Inc. for the Well #8 and Well #9 Transmission main Project

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

2. Approval of a Bid in the Amount of \$73,900.00 from Patriot Pavement Maintenance Inc. for the 2019 Crack Filling Project

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

3. Approval of an Ordinance Amending the North Aurora code Section 5.08.350 to Amend the Number of Each Class of Liquor Licenses Authorized in the Village of North Aurora

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

4. Approval of an Ordinance Amending Title 5 Chapter 5.06 of the North Aurora Municipal Code Regarding Liquor

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

OLD BUSINESS - None

VILLAGE PRESIDENT - None

COMMITTEE REPORTS - None

TRUSTEES' COMMENTS - None

ADMINISTRATOR'S REPORT

Village Administrator Steve Bosco informed the board that two employees will be retiring in May.

ATTORNEY'S REPORT - None

VILLAGE DEPARTEMTN REPORTS

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

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
MARCH 4, 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 Mark Guethle, Village Clerk Lori Murray. **Not in attendance:** Trustee Tao Martinez.

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

DISCUSSION

1. Riverfront Park Plaza Concept Design

Jodi Mariano of Teska Associates presented a brief overview of the concept design for the Riverfront Park Plaza. Village Administrator Steve Bosco stated that once permitting is in place, Teska would provide construction level documents.

The design shows an upper and lower plaza. Staff talked about putting in the lower plaza as an alternative and determining what the cost would be.

Trustee Carroll asked if there has been talk about selling memorial bricks to help with the cost of the project. Bosco said that the design does not have brick paving, only concrete. Mariano added that there is plenty of opportunity for memorial type ideas that can be added such as name plates on boulders. Bosco noted that the village would be putting in grant requests for the project as well. The Board was in agreement with the ideas set forth in the concept design.

2. Annexation of Lippold Park

Jeff Palmquist from the Fox Valley Park District was in attendance at the meeting. There were no questions or concerns from the Board. Toth stated that if there is support and moves forward, the full annexation agreement would be presented at the Village Board meeting on March 18th.

3. Town Center Economic Incentive Agreement

Trustee Guethle asked about prevailing wage. Community & Economic Development Director Mike Toth stated that it is mentioned in the current agreement but only applies to applicability that is required by state law. It was not included in the original agreement. Guethle said he would like to adopt the project as a prevailing wage project. Trustee Curtis said that if it is not necessary, why force the issue. Why have the community pay more for a project than is necessary. Curtis suggested allowing Preferred Real Estate to hire who they want. The rest of the board was in favor of the prevailing wage.

Doug Vitale of Preferred Real Estate said that this will force an increase in the cost of the project. Guethle said that there is no study that states prevailing wage costs more. Guethle said he does not want to subsidize with out of area contractors. Vitale said he does not hire out of state and that the contractors would be local.

Guethle said that we need to make a stand if we are going to stand by prevailing wage. Carroll said he agreed, adding that the village is giving up a large subsidy for this project and as a village we should be adopting prevailing wage for this particular project. Gaffino agreed as well. Gaffino noted that one project in the past had carpet contractors that were from Texas and that didn't help our community.

Mayor Berman said that the village would move forward with the Incentive Agreement with the inclusion of prevailing wage.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Motion approved.

Respectfully Submitted,

Lori J. Murray
Village Clerk

3/18/2019

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mayor Dale Berman	Aurora Regional Chamber of Commerce - Economic Pulse	Expense	2/6/2019	\$ 35.00
Mayor Dale Berman	Metro West Board Meeting	Expense	2/28/2019	\$ 35.00
Trustee Mark Guethle	Metro West Legislative Breakfast	Expense	2/22/2019	\$ 20.00
Trustee Mark Guethle	Aurora Area Convention & Visitors Bureau Annual Meeting	Expense	3/14/2019	\$ 35.00
			TOTAL	\$ 125.00



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information

Name:	Dale Berman.		Event:	Aurora Regional Chamber	
Position:	Village President		Purpose:	Economic Pulse	
Date From:	2/6/19	Date To:	2/6/19	Method of Travel:	
Destination:	Stonebridge Country Club - AURORA				
Department:			GL Account Number:		

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

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

Signatures

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

Estimate Expense Approval

Employee	Dale Berman et	Date	1-16-19
Immediate Supv:		Date	
Executive Asst.:	Cindy Tarraco	Date	1-16-19

Actual Expense Approval

Employee	Dale Berman et	Date	2/6/19
Dept. Head:		Date	
Executive Asst.:	Cindy Tarraco	Date	2/6/19

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

--

Village Board Roll Call Vote Approval, if necessary:

☐ YEA

☐ NAY

Date

OUR REGION'S ECONOMIC PULSE

YOU'RE INVITED

EVENT SPONSORS

Presenting



Lunch



Wednesday, February 6, 2019

Stonebridge Country Club
2705 Stonebridge Blvd, Aurora

11:30 a.m. Registration

12:00 p.m. Welcome & Lunch

1:30 p.m. Conclusion

\$35 Chamber Member
\$50 General Admission/Walk Ins

Pulse to Report State of Regional Business Economy

The Aurora Regional Chamber of Commerce is pleased to present the fourth annual survey of regional business and take the pulse on the region's economy. In partnership with our sponsors and community supporters, the results will be used to provide a stronger support system for business owners, entrepreneurs, and employers in the Aurora region. We want to thank our presenting sponsor NorthStar Credit Union as well as our lunch sponsors — Invest Aurora and Konen Insurance.



U.S. Chamber Accredited with Five-Star Distinction

(630) 256-3180 p

(630) 256 3189 f

CONNECT. GROW. INFLUENCE.

Our mission is to be the catalyst for business success by providing leadership that facilitates the creation of a prosperous regional economy and effective advocacy. The Chamber has become one of the largest, oldest, and most influential organizations in our area with more than 700 members representing 40,000 employees.

The Chamber's 72-hour cancellation policy applies. Because we must commit to a final number of attendees in advance of the event, if you do not cancel your reservation 72 hours prior to the event, you remain responsible for the invoice; you may send a substitute in your absence at no charge.

Register Today!

On Wednesday February 6th, the Aurora Regional Chamber will reveal the results of the 2019 Aurora Regional Economic Pulse Survey. The survey link has been shared with local businesses.

In partnership with our sponsors and community supporters, the results will be used to provide a stronger support system for business owners, entrepreneurs, and employers in the great Aurora region.

The results will be shared during a networking lunch at Stonebridge Country Club on Wednesday, February 6, at 11:30 a.m.



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information			
Name: <u>Dale Berman</u>	Event: <u>Metro West</u>		
Position: <u>Village President</u>	Purpose: <u>Board meeting</u>		
Date From: <u>2/28/19</u>	Date To: <u>2/28/19</u>	Method of Travel:	
Destination: <u>Batavia IL</u>		Zip Code:	
Department: <u>Village Board</u>	GL Account Number:		

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

Signatures

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

Estimate Expense Approval

Employee: <u>Dale Berman</u>	Date: <u>2/21/19</u>
Immediate Supv: _____	Date: _____
Executive Asst.: <u>Cindy Torrace</u>	Date: <u>2/21/19</u>

Actual Expense Approval

Employee: <u>Dale Berman</u>	Date: <u>3/1/19</u>
Dept. Head: _____	Date: _____
Executive Asst.: <u>Cindy Torrace</u>	Date: <u>3/1/19</u>

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

Village Board Roll Call Vote Approval, if necessary:

☐ YEA

☐ NAY

Date _____

Invoice

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

Description	Amount
2019 Legislative Breakfast, Feb 22nd at Eagle Brook in Geneva Mark Guethle	20.00
2019 Board Meeting February 28th at Pal Joey's in Batavia Dale Berman and Steve Bosco	70.00
35 ⁰⁰ 35 ⁰⁰	
Total	\$90.00
Phone #	
630-859-1331	



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information

Name: <u>Mark Guethle</u>		Event: <u>Legislative Breakfast</u>	
Position: <u>Village Trustee</u>		Purpose: <u>Metro West</u>	
Date From: <u>2/22/19</u>	Date To: <u>2/22/19</u>	Method of Travel:	
Destination: <u>Eagle Brook, Geneva IL</u>		Zip Code:	
Department:		GL Account Number:	

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

Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates for North Aurora and Kane County (1)
Transportation To/From Event				Breakfast: \$11.00 Lunch: \$12.00 Dinner: \$23.00 **Per Diems Include Tips and Gratuities **Localities outside this proximity may result in different per diem rates and can be found at gsa.gov
Lodging				
Transportation During Event				
Registration	<u>20.00</u>			
Meal & Tips / Gratuities				
Miscellaneous				
Describe Miscellaneous:				
TOTAL EXPENSES	<u>20.00</u>			

Signatures

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

Estimate Expense Approval

Employee	<u>Mark Guethle et</u>	Date	<u>3/1/19</u>
Immediate Supv:		Date	
Executive Asst.:	<u>Aindy Iarraco</u>	Date	<u>3/1/19</u>

Actual Expense Approval

Employee	<u>Mark Guethle et</u>	Date	<u>3/1/19</u>
Dept. Head:		Date	
Executive Asst.:	<u>Aindy Iarraco</u>	Date	<u>3/1/19</u>

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

Village Board Roll Call Vote Approval, if necessary:

☐ YEA

☐ NAY

Date

Invoice

Date	Invoice #
3/1/2019	3782

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

Description	Amount
2019 Legislative Breakfast, Feb 22nd at Eagle Brook in Geneva Mark Guethle	20.00
2019 Board Meeting February 28th at Pal Joey's in Batavia Dale Berman and Steve Bosco	70.00
Total	\$90.00
Phone #	
630-859-1331	

Cindy Torracco

From: Metro West Council of Government <metrowest1565@sbcglobal.net>
Sent: Wednesday, March 06, 2019 3:52 PM
To: Cindy Torracco
Subject: Fw: Legislative Breakfast RSVP Deadline-Thursday

Please see below. Steve is correct, he did not attend. I did send out a reminder on Wednesday of that week.

Sorry to have to bill but we have to pay once our numbers are turned in.

Joyce

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

----- Forwarded Message -----

From: MARK GUETHLE <guethle@msn.com>
To: Metro West Council of Government <metrowest1565@sbcglobal.net>
Sent: Monday, February 11, 2019, 3:31:27 PM CST
Subject: Re: Legislative Breakfast RSVP Deadline-Thursday

yes I would like to attend.

Thank you,
Mark-

From: Metro West Council of Government <metrowest1565@sbcglobal.net>
Sent: Monday, February 11, 2019 11:05 AM
Subject: Legislative Breakfast RSVP Deadline-Thursday

**The deadline for registering to attend
the rescheduled Metro West Legislative
Breakfast is Thursday!**

Date: February 22nd



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information

Name: <u>MARK GUETHLE</u>		Event: <u>Aurora Area CVB</u>	
Position: <u>VILLAGE TRUSTEE</u>		Purpose: <u>Annual Meeting 2019</u>	
Date From: <u>3/14/19</u>	Date To: <u>3/14/19</u>	Method of Travel:	
Destination: <u>Aurora Regional Fire Museum</u>		Zip Code: <u>53 N. Broadway</u>	
Department:		GL Account Number: <u>Aurora</u>	

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

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

Signatures

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

Estimate Expense Approval

Employee: <u>Mark Guethle et</u>	Date: <u>2/21/19</u>
Immediate Supv: _____	Date: _____
Executive Asst.: <u>Cindy Ioraco</u>	Date: <u>2/21/19</u>

Actual Expense Approval

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

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

Village Board Roll Call Vote Approval, if necessary:

☐ YEA

☐ NAY

Date _____

Cindy Torraco

From: MARK GUETHLE <guethle@msn.com>
Sent: Tuesday, February 19, 2019 8:32 AM
To: Cindy Torraco
Subject: Re: Aurora Area Convention and Visitors Bureau

Yes I would like to attend

Sent from my iPhone

On Feb 19, 2019, at 8:27 AM, Cindy Torraco <ctorraco@northaurora.org> wrote:

Aurora Area Convention and Visitors Bureau Annual Meeting – Thursday March 14, 4:30-7 pm
Please let me know If you are interested in attending.

<image003.jpg>

<https://www.eventbrite.com/e/aurora-area-convention-visitors-bureau-annual-meeting-2019-tickets-55585863815>

Cindy Torraco
Executive Assistant
Village of North Aurora
25 E. State St.
North Aurora, IL 60542
(630) 897-8228, ext. 224
www.northaurora.org

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Get up to the minute public safety and emergency alerts from the North Aurora Police Department by email and text message. Sign up at <http://www.nixle.com>

Aurora Area Convention & Visitors Bureau Annual Meeting 2019

Invoice Me (\$35 per guest)



Aurora Regional Fire Museum, 53 N. Broadway, Aurora, IL 60505

Thursday, March 14, 2019 from 4:30 PM to 7:00 PM (CDT)

Free Order

Order Information

Order #902956545. Ordered by Cynthia Torraco on February 21, 2019 8:35 AM



9029565451727040579001

Do you organize events?

Start selling in minutes with Eventbrite!

www.eventbrite.com



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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSITION OF
SURPLUS PERSONAL PROPERTY**

Adopted by the Board of Trustees
and Village President of the Village of North Aurora
this _____ day of _____, 2019

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

Lori Murray, Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS
PERSONAL PROPERTY**

WHEREAS, President and the Trustees of the Village of North Aurora (the “Village”) have determined that certain personal property listed on the document attached hereto and incorporated herein as Exhibit “A” is no longer necessary or useful to, or for the best interests of the Village to own; and

WHEREAS, the Village has the authority to sell surplus personal property pursuant to 65 ILCS 5/11-76-4; and

WHEREAS, it is in the best interests of the Village to proceed with the sale and/or disposal of said surplus personal property.

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

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

2. The Village Administrator is hereby authorized and directed to sell or otherwise dispose of the surplus personal property identified in Exhibit A with or without advertising for sale in such manner deemed most expedient.

3. This Ordinance shall be in full force and effect from and after its passage by no less than a majority of corporate authorities of the Village holding office.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2019, A.D.

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 _____
Mark Guethle _____

Michael Lowery _____
Tao Martinez _____
Laura Curtis _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2019 A.D.

ATTEST:

Dale Berman, Village President

Village Clerk

Village of North Aurora
Property to be Auctioned, Sold or Disposed

<u>Item</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
<u>Vehicles</u>			
Police Vehicle	Ford	2007 Expedition	1FMFU16517LA54984
Police Vehicle	Chevy	2014 Caprice	6G3NS5U27EL924842
Police Vehicle	Chevy	2014 Caprice	6G1MK5U26DL810379
Police Vehicle	Chevy	2013 Caprice	6G3NS5U26EL926419



Memorandum

To: Steve Bosco, Village Administrator
From: David Hansen, Administrative/G.I.S. Analyst
Date: March 14th, 2019
Re: Mosquito Abatement Contract Renewal

With mosquito season around the corner, the Village mosquito abatement contract with Clarke Mosquito is about to renew for 2019. Clarke Mosquito has been the Village's mosquito abatement vendor since 2006. The 2006 contract has an automatic renewal clause which allows for seamless transition from season to season. 2019's mosquito abatement program would cost \$57,406 which would be paid in four equal payments. Clarke Mosquito annual increase is based on either the consumer price index of the previous calendar year or five percent (5%), whichever is less. The contract also includes complete insurance coverage, monthly and annual reports, Clarke Mosquito Control Hotline, surveillance and monitoring, and disease testing.

Attached is the cover letter for the 2019 program along with the original agreement.



675 Sidwell Court
St. Charles, IL 60174
800.894.2000 P
800.323.5727
630.443.3070 F
www.clarke.com

March 7, 2019

Brenda Werner
Village of North Aurora
25 E. State Street,
North Aurora, IL 60542

Dear Brenda:

The mosquito season is not far behind and, due to practical planning and execution of an automatic renewal contract, the Village of North Aurora has gotten a head-start on the 2019 season. This renewal guarantees a commitment from Clarke Mosquito Control to provide the highest quality of mosquito control services. This includes complete insurance coverage, monthly and annual reports, Clarke's Mosquito Control Hotline, surveillance and Monitoring, disease testing, larviciding and adulticiding. A professional services outline is attached for you records.

The contract allows for a seamless transition from season to season with the terms and conditions outlined in your 2006 contract. Your 2019 program cost is \$57,406.00 invoiced four equal payment for April, May, June & July at \$14,351.50.

An NPDES (National Pollutant Discharge Elimination System) permit will be necessary for the execution of the work for mosquito control. Currently, the Village of North Aurora is covered under Clarke's permit.

Thank you for the confidence you have placed in Clarke. We sincerely appreciate the continuous opportunity to service the Village of North Aurora.

If you have any questions on any aspect of your contract or services, please do not hesitate to contact me at (630) 671-3129.

Sincerely,

Jack Thennisch
Control Consultant

N01020

Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2006 Village of North Aurora
Environmental Mosquito Management (EMM) Program

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the customer additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the customer representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
 - 1. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. LARVAL CONTROL

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: (9) inspections
 - 1. Three (3) complete inspections of all sites as outlined by most recent Clarke GIS Survey.
 - 2. Six (6) targeted inspections of all breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.

Please complete and return
this copy for our files

Part III. LARVAL CONTROL (Continued)

- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate® and Altosid®.
- D. Helicopter Treatment:
 - 1. Helicopter Prehatch: Three (3) treatments with 5% Abate® for floodwater mosquito control.
- E. Catch Basin Control:
 - 1. Catch Basins: Three (3) treatments of all street side catch basins, inlets and manholes with VectoLex® / Altosid® or a 30-day sustained slow release insecticide.
 - 2. Back Yard Catch Basins: One (1) treatment of backyard catch basins using Altosid® XR briquette.

Part IV. ADULT CONTROL

- A. Adulticiding in mosquito harborage areas:
 - 1. Scheduled truck / ATV Ultra Low Volume (ULV) treatments with a synthetic pyrethroid insecticide for any community special events.
- B. Adulticiding in Residential Areas:
 - 1. Four (4) community-wide truck ULV treatments of all miles of streets with Mosquitomist® or synthetic pyrethroid insecticide.
- C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2006 EMM Payment Total Cost for Parts I, II, III, IV

\$42,000.00

Please complete and return
this copy for our files

Clarke Environmental Mosquito Management, Inc.
Customer Agreement and Authorization
The 2006 Village of North Aurora
Environmental Mosquito Management (EMM) Program

- I. **TERM AND TERMINATION.** This Agreement has an automatic Renewal Clause. The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2006 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least Ninety (90) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.
- II. **Price Increases.** The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. ("Clarke") on the first day of any Calendar year commencing on January 1, 2007 (a "Price Increase Date") by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the calendar year which immediately precedes the Price Increase Date or five percent (5%) (the "Price Increase Percentage"). Clarke Environmental Mosquito Management, Inc. may petition the Customer at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.
- III. **Program Payment Plan.** For Parts I, II, III, and IV as specified in the 2006 Professional Services Cost Outline, the total for the 2006 program is \$42,000.00. The payments will be due on April 1, May 1, June 1, and July 1 according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

PROGRAM PAYMENT PLAN

Month	2006
April 1	\$10,500.00
May 1	\$10,500.00
June 1	\$10,500.00
July 1	\$10,500.00
TOTAL	\$42,000.00

For the Village of North Aurora:

Sign Name: Michael S. Galt Title: Superintendent of Public Works Date: 1/27/06

For Clarke Environmental Mosquito Management, Inc.:

Name: Jack Thennisch Title: Control Consultant Date: 1-30-06
Jack Thennisch

Please complete and return
this copy for our files

Clarke Environmental Mosquito Management, Inc.
Customer Authorization
The 2006 Village of North Aurora
Environmental Mosquito Management (EMM) Program

Administrative Information:

Invoices should be sent to:

Name: Accounts Payable
Address: 25 East State Street
City: North Aurora State: IL Zip 60542
Office Phone: 630 897-8228 Fax: 630 897-8258 E-Mail: _____
Purchase Order Number: _____

Treatment Address (if different from above):

Address: _____
City: _____ State: _____ Zip _____

Contact Person for the Village of North Aurora:

Name: Mike Glock Title: Superintendent of Public Works
Office Phone: 630-897-8228 Fax: 897-8258 E-Mail: mglock@vil.north-aurora.il.
Home Phone: 630-896-9366 Cell: 630-606-3157 Pager: _____

Alternate Contact Person for the Village of North Aurora:

Name: Paul Young Title: Assistant Superintendent
Office Phone: 630 897-8228 Fax: 897-8258 E-Mail: _____
Home Phone: 630 897-6201 Cell: 710-6201 Pager: _____

Please sign and return a copy of the complete contract for our files to:
Clarke Environmental Mosquito Management, Inc., Attn: Jack Thennisch
159 N. Garden Avenue, Roselle, IL 60172-9963 or Fax at (630) 894-1774

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: LINCOLN VALLEY ON THE FOX BUILDING INSPECTION PROPOSAL
AGENDA: 3/18/2019 REGULAR VILLAGE BOARD CONSENT AGENDA

ITEM

Approval of a proposal for building inspection services for Lincoln Valley Subdivision, submitted by B&F Construction Code Services, Inc., dated March 8, 2019

DISCUSSION

B & F Construction Code Services, Inc. submitted a formal proposal to provide building inspections for the Lincoln Valley on the Fox Subdivision. Inspection services include general building, electrical, mechanical, and energy inspections for the new residential construction consisting of single-family, duplex, and townhouses units.

The proposal includes a rate of forty dollars (\$40.00) per inspection. Each unit will require approximately 17 different inspections.

Staff notes that no other bids were solicited for the inspections as B&F has been the Village's in-house consultant for years. B&F has been conducting all of the Village's commercial and new residential plan review and has been assisting with larger commercial construction inspections, as needed. They recently conducted all building inspections for the MyPlace Hotel.

Attachments:

- 1) Proposal for building inspection services for Lincoln Valley Subdivision, submitted by B&F Construction Code Services, Inc., dated March 8, 2019



VILLAGE OF NORTH AURORA, IL

PROPOSAL

FOR

BUILDING INSPECTION SERVICES

FOR

LINCOLN VALLEY SUBDIVISION

March 8, 2019

SUBMITTED TO:

Michael S. Toth
Community and Economic Development Director
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

**Village of North Aurora
Building Inspection Services
March 8, 2019**

A. Introduction

B & F Construction Code Services, Inc. is submitting this proposal to provide Building Inspections for the Lincoln Valley Subdivision. This shall include general building, electrical, mechanical, and energy inspections. The scope of services covers new residential construction consisting of single family, two family, and multiple single family (townhouses) units.

B. Qualifications

B & F Construction Code Services, Inc. provides building and fire protection plan review, inspections and training services for municipal building departments. All inspection and plan review personnel are certified and/or licensed to provide the services as described.

We currently perform complete building department operations for the Villages of Winfield, Burlington, Barrington Hills, Hampshire, and Lake Barrington. We have assisted with complete building department operations in the Villages of Gilberts, Kingston and Hampshire. We currently provide complete inspection and plan review services to West Chicago, Genoa, Long Grove, Mettawa, Manhattan, Inverness, Elwood, Deer Park, and Westchester.

Plan review services and inspections are also performed for the DuPage County Airport and for the commercial and industrial projects in the Village of Burr Ridge. These same services are performed for specific projects in Brookfield, Elmwood Park, and River Forest.

There are other municipalities where we provide fill-in inspections when municipalities are in need of inspectors because of a large short-term workload or because they are down staff members due to vacations or extended leaves of absence. These municipalities include the City of Wheaton and Villages of Wheeling and Romeoville.

B & F Construction Code Services, Inc. performs plan review services for numerous other communities in Illinois and other states such as Michigan, New Jersey and Pennsylvania.

All B & F Construction Code Services, Inc. staff members are certified or licensed to perform plan review and inspections. See plumbing staff qualifications attached to proposal.

C. Schedule

All inspections are performed with less than twenty-four (24) hours notice. All inspection requests received by 4:00 PM will be performed the next business day. Inspection requests can be called into 847-428-7010, emailed to inspectionrequests@bfccs.org, or faxed to 847-428-3151.

Inspections are proposed to be conducted as follows:

**Village of North Aurora
Building Inspection Services
March 8, 2019**

Monday-Friday, 8:30 AM through 3:30 PM. Inspection requests shall be grouped together so that multiple trips per day are not required. The schedule may be adjusted as agreed upon by both parties.

D. Fees – Inspections

Each inspection is forty dollars (\$40.00) with a minimum charge of two (2) inspections per day. Inspections over forty five (45) minutes will be billed at forty dollars (\$40.00) per half hour increment, or portion thereof.

E. Inspections Performed

B & F Construction Code Services, Inc. will provide an ICC Certified Inspector to perform building inspections within the jurisdictional limits of the Village of North Aurora, Illinois.

The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure, thermometer and other equipment as determined to provide a quality inspection. Inspectors shall also have appropriate Person Protection Equipment (PPE). The inspector shall wear a B & F Construction Code Services, Inc. issued uniform. Each inspector shall utilize B & F Inspection forms or forms acceptable to the Village of North Aurora. The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspection reports shall be dropped off in person after inspections are performed. On occasion reports may need to be emailed within one (1) business day.

The Village of North Aurora will be provided with dedicated mobile phone numbers in order to reach inspectors during each business day.

F. Start Date and Duration of Contract

Inspections can start immediately. Contract terms apply through all phases of construction unless modifications are made as agreed on by both parties.

G. Point of Contact

Seth Sommer, Director of Quality Control and Staff Development
Telephone: (847) 428-7010
E-Mail: ssommer@bfccs.org

H. Additional Information

B & F Construction Code Services, INC. provides the most comprehensive services to the construction industry. Our one fee approach coupled with quick turnaround time is what sets us apart and gives you as a municipality the best value. All first plan reviews are completed within nine (9) business days with re-reviews completed in five (5) business days. The reviews automatically include accessibility review as well as the application of any local code amendments.

**Village of North Aurora
Building Inspection Services
March 8, 2019**

When a municipality is using B & F Construction Code Services, INC. for their plan review or inspection services, we offer a reduced rate for assistance with general code consulting and ordinance preparation.

Our highly trained and experienced staff are certified or licensed in their respective disciplines. We are professional grade and provide the highest level of customer service. Our staff wear identifiable company uniforms that are worn neatly and drive white company vehicles outfitted with our company logo and phone number.

All of the employees of B & F Construction Code Services, INC. are covered by worker's compensation, general liability, automobile and professional liability insurance. This provides added protection because the municipality can be named as an additional insured at no additional charge. If a consultant does not have proper insurance, liability could extend to the municipality.

I. Agreement Terms

Notwithstanding any other provision contained hereof, either party may terminate this agreement at any time upon providing thirty (30) day written notice to the appropriate party. Upon termination of this agreement, all services actually performed by B & F Code Construction Services, INC. shall be paid in accordance with this agreement as stipulated herein.

J. Proposal Acceptance

1. All Building, Plumbing, Mechanical, Energy and Electrical Plan Review Services are performed in-house. All inspections contracted for shall be performed by employees of B & F Construction Code Services, Inc.
2. All B & F Construction Code Services, Inc. employees are covered by Workers Compensation Insurance.
3. B & F Construction Code Services, Inc. carries general liability insurance underwritten by Continental Casualty. The Village of North Aurora may request to be named as additional insured.
4. B & F Construction Code Services, Inc. has in force professional liability insurance underwritten by Hiscox. The Village of North Aurora may request to be named as additional insured.
5. A certificate of insurance for each policy will be provided upon acceptance of this proposal and annually when the policy is renewed.
6. The Village of North Aurora agrees not to hire an employee of B & F Construction Code Services, Inc., for a period of one (1) year after the employee is no longer employed by B & F Construction Code Services, Inc.

**Village of North Aurora
Building Inspection Services
March 8, 2019**

Upon acceptance, signatures of acceptance are required by at least two (2) authorized Village of North Aurora officials.

Accepted By _____

Accepted By _____

Please Print _____

Please Print _____

Title _____

Title _____

Date _____

Date _____

B & F Construction Code Services, Inc.:

Accepted By _____

Please Print _____

Title _____

Date _____



Memorandum

To: Dale Berman, Village President & Board of Trustees

CC: Steve Bosco, Village Administrator

From: David Hansen, Administrative/G.I.S. Analyst

Dave Arndt, IT Manager

Date: March 14th, 2019

Re: Termination of IGA with Kane County for GIS Services

The Village of North Aurora entered into an intergovernmental agreement (IGA) with Kane County for Geographic Information System (GIS) Geodatabase Hosting and Related Services on February 22nd, 2018. Over the past year, staff has become more able to host data and conduct GIS related tasks than anticipated which is leading to a redundancy in services that Kane County currently provides through this IGA.

Staff would like to terminate the IGA with Kane County for GIS Geodatabase Hosting and Related Services. Per the agreement, termination may occur at any time as long as sixty (60) day written notice is given. Since the Village Board approved this agreement back in February of 2018, staff wanted to bring this agreement to the Village Board to see if they had any questions or concerns before staff reached out to Kane County about terminating the IGA.

The current fiscal year has \$40,000 budgeted for services with Kane County (\$14,000 for hosting and \$26,000 for contractual services). Over the past 13 months, staff has become capable of hosting and storing GIS information in house as well as produced maps in house quicker than originally anticipated. Therefore terminating the agreement would save the Village approximately \$14,000 in annual hosting fees. In addition, since staff has the ability to perform such services in house, staff is proposing to reduce the contractual services line item in the upcoming budget from \$26,000 to \$10,000.

Attached is a copy of the current GIS IGA with Kane County.

INTERGOVERNMENTAL SERVICES AGREEMENT
Between the
COUNTY OF KANE, ILLINOIS and the Village of North Aurora, ILLINOIS
For
GIS GEODATABASE HOSTING AND RELATED SERVICES

This intergovernmental agreement is made this 5 day of February, 2017¹⁸ by and between the County of Kane, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Kane County") and VILLAGE OF NORTH AURORA Illinois, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, Kane County is offering GIS Geodatabase hosting and related services to other local municipal organizations; and

WHEREAS, Municipality desires to retain the services of the Kane County GIS-Technologies, a division of the Information Technologies Department of Kane County, to host and maintain their GIS Data Layers on Kane County servers.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein the parties agree as follows:

1. **SERVICES:** Kane County shall provide hosting and related services to Municipality in accordance with the terms of this Agreement. The hosting services to be provided by Kane County are described in Schedule "A" attached hereto and incorporated into this Agreement and hereafter referred to as the "Services.")
2. **CONSIDERATION:**
 - a. In consideration for the Services provided, Municipality agrees to compensate Kane County in accordance with the Fee Schedule outlined in Schedule "A".
 - b. Kane County shall invoice Municipality for the Services on a mutually agreeable basis as outlined in Schedule "A".
3. **AGREEMENT TERM:**
 - a. The term of this Agreement shall commence on the date of this Agreement and shall continue for successive one-year periods which shall automatically renew under the same terms and conditions set forth herein without further documentation being required, subject to the right of revision as described below by either party, and unless and until either party terminates the Agreement in accordance with Section 16 herein (the "Term").
 - b. Kane County reserves the right to amend the Fee Schedule outlined in Schedule "A" during the Term upon thirty (30) days' notice to Municipality of such proposed revisions by submitting to Municipality a Notice of Revision, such Notice of Revision to take effect on the following month after such notice has been provided ("Effective Date") as defined in Section 17. If such proposed revisions are unacceptable to Municipality, Municipality may terminate

this Agreement pursuant to Section 16. In the event Municipality continues to use the Services after the Effective Date, Municipality is deemed to have accepted the revisions as proposed in the Notice of Revision.

4. **SUPPORT SERVICES:** Kane County shall provide technical and support services ("Support Services") to Municipality during normal business hours (8:30 am to 4:30 pm) Monday through Friday via telephone or email. Kane County's Support Services shall be limited to matters pertaining to this Agreement. Kane County does not provide support for any third-party software downloaded from the Internet or otherwise acquired and incorporated by Municipality.
5. **THIRD PARTY SOFTWARE PROHIBITED:**
 - a. Municipality is strictly prohibited from installing any third-party software on Kane County servers without the express written authorization of Kane County.
 - b. In the event that any authorized third-party software disrupts Kane County servers, Kane County shall have the right to temporarily disable the software until the problem can be resolved.
 - c. In the event that Municipality installs third-party software on Kane County servers without the express written authorization of Kane County, Kane County shall have the right to terminate the Services without notice pursuant to Section 16 herein.
6. **DISK SPACE:** Kane County will provide the amount of hard disk storage specified in Schedule "A". In the event that Municipality exceeds its allotted disk space, Kane County shall notify Municipality to delete the additional files at which time Municipality must delete said additional files within one (1) week or pay supplemental charges for additional disk space.
7. **DATA TRANSFER RATES:** Municipality shall be limited to the amount of data transfer as specified in Schedule "A" that shall include Web server traffic, FTP traffic and any other traffic-generating program. Kane County shall have the right to disable the Website if Municipality exceeds its allotted amount of data transfer.
8. **SECURITY:**
 - a. Kane County shall work with Municipality to obtain and configure their firewall to help prevent unauthorized access to control or limit access to Kane County computer and network resources.
 - b. Kane County shall work with Municipality to configure their firewall and suggest upgrades and updates to the firewall throughout the Term. Kane County shall immediately notify Municipality of any breach of the firewall detected by Kane County.
9. **BACK-UP DATA AND DISASTER RECOVERY:**
 - a. Kane County shall back up the geodatabases and Municipality's data daily and retain those back-ups.
 - b. In the event Municipality's data is lost from Kane County servers, Kane County shall restore the back-up data to Municipality's servers.

- c. Kane County shall not be responsible for files that cannot be recovered due to corrupt data, or a disaster or event not in control of Kane County.

10. **CLIENT ACCESS:**

- a. Kane County shall provide Municipality the ability to access data stored in Municipality's workspaces.
- b. Municipality's connection will be secured by the firewall referred to in Section 8 or by a separate dedicated virtual private network solution.

11. **CONFIDENTIALITY:** Kane County shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any confidential information of Municipality's business ("Confidential Information") in possession of Kane County.

12. **CLIENT CONTENT:**

- a. Municipality acknowledges that responsibility for all content provided by Municipality to Kane County for the performance of the Services ("Content") is the sole and exclusive responsibility of Municipality and that Kane County will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising out of or relating to the Content.
- b. Municipality acknowledges and agrees that Kane County may elect at its sole discretion to monitor the Content. Kane County shall have the right, but not the obligation, to remove Content that is deemed, in Kane County's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.
- c. Municipality agrees to indemnify and save harmless Kane County from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Content provided by Municipality.

13. **COMPLIANCE WITH THE LAW:**

- a. Municipality acknowledges and agrees that Kane County may elect at its sole discretion to monitor the activities of Municipality on its servers or website. Municipality agrees to use the Services and the website for legal purposes only. In the event that Kane County becomes aware or reasonably believes, in its sole discretion, that the servers or website is being used for illegal purposes, Kane County shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.
- b. Municipality agrees to indemnify and hold harmless Kane County from and against all that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

14. **INTELLECTUAL PROPERTY RIGHTS:** Kane County owns and shall continue to own all proprietary rights in all code and content that Kane County supplies as part of the Services. Municipality owns and shall continue to own all new custom layers built specifically for Municipality.

15. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS:

- a. Kane County represents and warrants to Municipality that:
 - (i) Kane County has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
 - (ii) Kane County shall use reasonable efforts to perform the Services as described in Schedule "A" attached hereto (except to the extent the Services are modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.
 - (iii) Other than the express warranties stated above, Kane County makes no other representations or warranties hereunder of any kind, either express or implied, in relation to the Services, including but not limited to any warranty of merchantability and/or fitness for any particular purpose. In no event shall Kane County be liable, directly or indirectly, for any special or consequential or incidental damages including but not limited to loss of anticipated profits, loss of revenue or loss of data, or as a result of any interruption of service.
- b. Municipality represents and warrants to Kane County that:
 - (i) Municipality has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder.
 - (ii) All Content provided hereunder shall be wholly original to Municipality or Municipality has acquired the necessary rights from third parties to contribute such Content and include it in any maps or websites, and Content shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or other intellectual property right.
 - (iii) Municipality shall not, nor shall it allow, authorize or assist any third party to use the geodatabases or websites for any illegal purpose whatsoever.
- c. Each of the parties hereto agree to indemnify and hold harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

16. TERMINATION:

- a. Either party may terminate this Agreement at any time on sixty (60) days written notice to the other. Kane County will export Municipality's custom layers to a standard non-enterprise geodatabase upon termination.
- b. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten (10) business-day period.
- c. Notwithstanding the foregoing, pursuant to Section 5, 13, and 14, Kane County can immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Kane County, it determines that:
 - (i) Municipality is using or allowing, authorizing or assisting the geodatabases or websites to be used for illegal purposes; or
 - (ii) Content is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or

- (iii) Municipality downloads or installs third party software to its geodatabases or websites without the express written authorization of Kane County.

17. **NOTICE:**

- a. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given:
 - (i) When delivered personally to the individual designated below; or
 - (ii) On the third business day after sent by registered or certified mail, postage prepaid, addressed as follows:

TO VILLAGE OF NORTH AURORA
Contact Name: STEVE BOSCO
Municipality: NORTH AURORA
Address: 25 E. STATE ST
Phone: 630-897-8228
E-mail: sbosco@northaurora.org

TO KANE COUNTY:

Contact Name: Thomas S. Nicoski, Chief of GIS-Technologies
Kane County, Illinois
Address: 719 Batavia Ave. Geneva, IL, 60134
Phone: 630-208-8655
E-mail: nicoskithomas@co.kane.il.us

- 18. **INDEPENDENT CONTRACTORS:** Kane County and Municipality are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- 19. **FORCE MAJEURE:** Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of said parties.
- 20. **SEVERABILITY:** In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
- 21. **ASSIGNMENT:** Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall ensure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.
- 22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, Kane County, Illinois, and Municipality.
- 23. **ENTIRE AGREEMENT:** This Agreement, including the recitals and schedules, set forth the entire agreement between the parties with respect to the subject matter hereof and, subject to Kane

County's right of revision as set out in subsection 3(b) herein, the Agreement shall be amended only in writing signed by both parties.

24. **COUNTERPARTS:** This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this 22 day of FEBRUARY, 2017. 2018

KANE COUNTY, ILLINOIS

By: 
Christopher Lauzen, Kane County Board Chairman

ATTEST:

By: _____
John Cunningham, Kane County Clerk

Village of North Aurora, ILLINOIS

By:  2/5/18
Steven Bosco, Village Administrator

ATTEST:

By:  2/5/18
Cynthia J. Terrace
Deputy Village Clerk

SCHEDULE A
TO
INTERGOVERNMENTAL SERVICES AGREEMENT
Between the
COUNTY OF KANE, ILLINOIS and Village of North Aurora, ILLINOIS
For
GIS GEODATABASE HOSTING AND RELATED SERVICES

1. FEE SCHEDULE AND SERVICES (SUPPORT)

GIS Service – Hosting	Description	Cost
Basic GIS Hosting Services	Per Month, payable quarterly upon receipt of invoice from Kane County due net 30.	\$1,166
GIS Service – Custom/Support Work*	Description	Cost
Custom Layers / Scanning	Per Hour	\$41.19
Supplies (as needed)		
Custom Plotting (\$50 setup @ \$20 per plot/pdf)	Per Plot	\$50/\$20
Custom Programming	Per Hour	\$49.17

*GIS Service – Custom/Support Work Per Hour Minimum of 1/4 hour

- 2. HARD DISK STORAGE SPACE:**
10GB Internal SQL/SDE Storage
10GB External DMZ/SQL/SDE Storage
10GB for Directory Storage
- 3. DATA TRANSFER REQUIREMENTS:**
ITD Standard Configuration

Accounts Payable

To Be Paid Proof List

User: Ablaser
 Printed: 03/14/2019 - 1:46PM
 Batch: 00503.03.2019



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Ace Hardware						
000030						
Bleach, Silicone, Trash Bags	79.21	01-445-4421	Custodial Supplies	02282019-01	2/28/2019	03/18/2019
Primer, Propane, Fastners	88.32	01-445-4510	Equipment/IT Maint	02282019-02	2/28/2019	03/18/2019
Total:	167.53	*Vendor Total				
Aflac						
030540						
AFLAC- Mar 2019	225.58	01-000-2053	AFLAC	633099	2/26/2019	03/18/2019
Total:	225.58	*Vendor Total				
Anderson Pest Solutions						
019770						
PD Pest Control	91.00	01-445-4520	Public Buildings Rpr & Mtce	5016995	3/1/2019	03/18/2019
VH Pest Control	127.03	01-445-4520	Public Buildings Rpr & Mtce	5106000	3/1/2019	03/18/2019
TP Pest Control	85.00	60-445-4565	Water Well Rpr & Mtce	5107314	3/1/2019	03/18/2019
Well #5 Pest Control	40.00	60-445-4565	Water Well Rpr & Mtce	5109011	3/1/2019	03/18/2019
Total:	343.03	*Vendor Total				
AT&T Global Services, Inc.						
023770						
Maint. Contract/Mar 2019	157.17	01-430-4651	Telephone	IL833932	3/14/2019	03/18/2019
Total:	157.17	*Vendor Total				
Aurora Fastprint						
029610						
Past Due Notice Envelopes	294.94	60-445-4507	Printing	26658	2/27/2019	03/18/2019
Total:	294.94	*Vendor Total				
Brown & Brown Of Illinois, Inc.						
000520						
Notary Bond- Quinn	30.00	01-440-4799	Misc.	131528	2/26/2019	03/18/2019
Total:	30.00	*Vendor Total				
C & R Specialists						
008640						
Squad Repair/Squad #63	186.50	01-440-4511	Vehicle Repair and Maint	02152019	2/15/2019	03/18/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	186.50	*Vendor Total				
Call One						
043480						
25 E. State Street Lines	191.17	01-430-4651	Telephone	03152019-01	3/15/2019	03/18/2019
25 E. State Street Lines	191.17	01-441-4651	Telephone	03152019-02	3/15/2019	03/18/2019
25 E. State Street Lines	191.17	01-445-4651	Telephone	03152019-03	3/15/2019	03/18/2019
25 E. State Street Lines	191.18	60-445-4651	Telephone	03152019-04	3/15/2019	03/18/2019
314 Butterfield Lines	87.72	01-445-4651	Telephone	03152019-05	3/15/2019	03/18/2019
316 Butterfield Lines	47.63	60-445-4651	Telephone	03152019-06	3/15/2019	03/18/2019
PRI Village Hall/PD	288.95	01-440-4652	Communications	03152019-07	3/15/2019	03/18/2019
PRI Village Hall/PD	288.95	01-430-4652	Communications	03152019-08	3/15/2019	03/18/2019
200 S Lincolnway Lines	1,413.68	01-440-4651	Telephone	03152019-09	3/15/2019	03/18/2019
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Total:	2,891.62	*Vendor Total				
Cargill, Inc.						
039780						
Road Salt	12,238.29	10-445-4439	Salt	2904552419	1/22/2019	03/18/2019
Road Salt	1,465.93	10-445-4439	Salt	2904630848	2/26/2019	03/18/2019
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Total:	13,704.22	*Vendor Total				
Certified Laboratories Division						
048600						
Luster Guard	320.50	01-445-4511	Vehicle Repair and Maint	3462761	3/6/2019	03/18/2019
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Total:	320.50	*Vendor Total				
Christeon E. Thielsen, Thielsen's Enterprises						
467805						
Lift Inspection	160.00	01-445-4510	Equipment/IT Maint	121818	12/18/2018	03/18/2019
<hr/>						
Total:	160.00	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control- April 2019	14,351.50	01-445-4520	Public Buildings Rpr & Mtce	001004821	2/28/2019	03/18/2019
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Total:	14,351.50	*Vendor Total				
Comcast Cable						
040740						
VH Internet/Mar 1 - Mar 31	181.46	01-445-4651	Telephone	877120061001	2/20/2019	03/18/2019
PD Internet/Feb 27 - Mar 26	222.80	01-440-4652	Communications	87712006101	2/20/2019	03/18/2019
WTP Internet/Jan 16 - Feb 15	196.87	60-445-4652	Communications	87712006101	1/9/2019	03/18/2019
WTP Internet/Feb 16 - Mar 15	196.87	60-445-4652	Communications	87712006101	2/9/2019	03/18/2019
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Total:	798.00	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Tires	1,803.08	01-445-4511	Vehicle Repair and Maint	3330021503	2/27/2019	03/18/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	1,803.08	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/355 Moorfield	10.03	10-445-4660	Street Lighting and Poles	0795092063	2/19/2019	03/18/2019
Street Lights/1197 Comiskey	10.03	10-445-4660	Street Lighting and Poles	0903075187	2/19/2019	03/18/2019
Street Lights/1193 Comiskey	10.03	10-445-4660	Street Lighting and Poles	1743032047	2/19/2019	03/18/2019
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Total:	30.09	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Street Lights	3,357.92	10-445-4660	Street Lighting and Poles	14318271201	2/20/2019	03/18/2019
Street Lights/211 River Road	2,585.94	10-445-4660	Street Lighting and Poles	14337246901	2/22/2019	03/18/2019
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Total:	5,943.86	*Vendor Total				
Core & Main						
039040						
1" Dual Chk Valves	1,528.00	60-445-4480	New Meters,rprs. & Rplcmnts.	K168311	2/28/2019	03/18/2019
1' 1/2" Meter- Harners Rest.	515.35	60-445-4480	New Meters,rprs. & Rplcmnts.	K168457	2/20/2019	03/18/2019
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Total:	2,043.35	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Repair- 2009 Intl 7400	2,058.16	01-445-4511	Vehicle Repair and Maint	225058	2/25/2019	03/18/2019
Hyd Fitting	5.00	01-445-4511	Vehicle Repair and Maint	225131	3/1/2019	03/18/2019
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Total:	2,063.16	*Vendor Total				
Dmitriy Gubarey						
467807						
Water Credit Refund	701.27	60-320-3340	Water Collections	03062019	3/6/2019	03/18/2019
Sewer Maint Credit Refund	55.21	18-320-3350	Sewer Collection	03062019-02	3/6/2019	03/18/2019
<hr/>						
Total:	756.48	*Vendor Total				
Don Mc Cue Chevrolet						
032700						
Squad Repair- '13 Caprice	1,625.29	01-440-4511	Vehicle Repair and Maint	CVCS504625	1/14/2019	03/18/2019
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Total:	1,625.29	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Liquor Legal Services- Feb 2019	450.00	01-430-4260	Legal	05309	2/28/2019	03/18/2019
Comm Dev Legal Services- Feb 2019	3,491.49	01-441-4260	Legal	05504	2/28/2019	03/18/2019
Admin/Fin Legal Services- Feb 2019	3,978.00	01-430-4260	Legal	05506	2/28/2019	03/18/2019
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Total:	7,919.49	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Dun Rite Enterprises						
000430						
PD Window Cleaning	425.00	01-445-4520	Public Buildings Rpr & Mtce	4906	1/21/2019	03/18/2019
Total:	425.00	*Vendor Total				
Energenecs, Inc						
035320						
New MIOX SCADA Programming	2,625.00	60-466-4875	Capital Improvements	0037533-IN	2/28/2019	03/18/2019
Total:	2,625.00	*Vendor Total				
ESRI						
467685						
GIS Software Maint.	2,805.82	01-430-4510	Equipment/IT Maint	93601984	2/27/2019	03/18/2019
Total:	2,805.82	*Vendor Total				
Feece Oil						
031060						
Generator Fuel	393.25	01-445-4440	Gas & Oil	1801231	2/26/2019	03/18/2019
Mid-Grade Fuel	2,695.24	71-000-1340	Gas/Diesel Escrow	3603547	2/25/2019	03/18/2019
Total:	3,088.49	*Vendor Total				
FOX METRO						
045480						
VH Sewer Bill/Nov 30 - Jan 31	68.64	01-445-4662	Utility	N02-0164	2/25/2019	03/18/2019
PW Sewer Bill/Nov 30 - Jan 31	134.78	01-445-4662	Utility	N02-5182	2/25/2019	03/18/2019
PD Sewer Bill/Nov 30 - Jan 31	81.12	01-445-4662	Utility	N02-5784	2/25/2019	03/18/2019
Total:	284.54	*Vendor Total				
Fox Valley Park Foundation						
051750						
Hole Sponsorship/Golf For Kids Outing	300.00	01-410-4799	Misc. Expenditures	03122019	3/12/2019	03/18/2019
Total:	300.00	*Vendor Total				
Frost Electric Company, Inc.						
021540						
PD Back Door Light Repair	1,010.00	01-445-4520	Public Buildings Rpr & Mtce	7740	2/25/2019	03/18/2019
Light Maint/Randall/Oak/Comiskey	1,508.00	10-445-4661	Street Light Repair/Maint	7746	2/28/2019	03/18/2019
PD Repair Lights	310.00	01-445-4520	Public Buildings Rpr & Mtce	7749	2/28/2019	03/18/2019
Total:	2,828.00	*Vendor Total				
Grainger						
031900						
Equipment To Pull Pallets Off Trucks	88.56	60-445-4870	Equipment	9100115246	2/27/2019	03/18/2019
Total:	88.56	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Grant Park Investments						
467808						
Water Credit Refund	8,792.47	60-320-3340	Water Collections	03122019-01	3/12/2019	03/18/2019
Sewer Maint. Credit Refund	351.93	18-320-3350	Sewer Collection	03122019-02	3/12/2019	03/18/2019
Total:	9,144.40	*Vendor Total				
Hammer & Stain						
467809						
Refund For Liquor License Overpayment	250.00	01-310-3118	Liquor Licenses	03112019	3/11/2019	03/18/2019
Total:	250.00	*Vendor Total				
Harners Bakery And Restaurant						
025570						
Donuts/PD	14.00	01-440-4498	Community Service	02182019	2/18/2019	03/18/2019
Total:	14.00	*Vendor Total				
ILLCO Inc.						
040110						
Electric Water Heater Element/WTP	46.07	60-445-4567	Treatment Plant Repair/Maint	1349519	2/15/2019	03/18/2019
2" Ts & Fittings	188.83	60-445-4567	Treatment Plant Repair/Maint	1349846	2/22/2019	03/18/2019
Two 2" PVC Valves	147.44	60-445-4567	Treatment Plant Repair/Maint	1349903	2/25/2019	03/18/2019
Total:	382.34	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- Mar 2019/PD	36,514.43	01-440-4130	Health Insurance	03142019-01	3/14/2019	03/18/2019
Health Insurance- Mar 2019/Admin	7,681.95	01-430-4130	Health Insurance	03142019-02	3/14/2019	03/18/2019
Health Insurance- Mar 2019/CommDev	2,175.47	01-441-4130	Health Insurance	03142019-03	3/14/2019	03/18/2019
Health Insurance- Mar 2019/PW	10,669.33	01-445-4130	Health Insurance	03142019-04	3/14/2019	03/18/2019
Health Insurance- Mar 2019/Water	5,538.72	60-445-4130	Health Insurance	03142019-05	3/14/2019	03/18/2019
Health Insurance- Mar 2019/Retirees	1,226.93	01-000-2055	Payroll Deductions	03142019-06	3/14/2019	03/18/2019
Health Insurance- Mar 2019/Police Pension	2,093.98	01-000-2055	Payroll Deductions	03142019-07	3/14/2019	03/18/2019
Health Insurance- Mar 2019/COBRA	-1,004.92	01-000-2055	Payroll Deductions	03142019-08	3/14/2019	03/18/2019
Life Insurance- Mar 2019/PD	95.44	01-440-4135	Life Insurance	03142019-09	3/14/2019	03/18/2019
Life Insurance- Mar 2019/PW	31.10	01-445-4135	Life Insurance	03142019-10	3/14/2019	03/18/2019
Life Insurance- Mar 2019/Admin	18.66	01-430-4135	Life Insurance	03142019-11	3/14/2019	03/18/2019
Life Insurance- Mar 2019/CommDev	11.47	01-441-4135	Life Insurance	03142019-12	3/14/2019	03/18/2019
Life Insurance- Mar 2019/Water	15.55	60-445-4135	Life Insurance	03142019-13	3/14/2019	03/18/2019
Voluntary Life- Mar 2019	323.73	01-000-2052	Voluntary Life Insurance	03142019-14	3/14/2019	03/18/2019
Total:	65,391.84	*Vendor Total				
IT-Stability Systems, LLC						
467788						
DACRA Fees- Feb 2019	1,500.00	01-440-4510	Equipment/IT Maint	2019-066	3/1/2019	03/18/2019
Total:	1,500.00	*Vendor Total				
Kane County Recorder						
010600						
Lien Release	52.00	60-445-4506	Publishing	01312018	1/31/2019	03/18/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Recording	132.00	01-441-4506	Publishing	02282019	2/28/2019	03/18/2019
Total:	184.00	*Vendor Total				
Konica Minolta						
024860						
Copier Maint- Aug 2018	6.96	01-440-4510	Equipment/IT Maint	257072071	2/27/2019	03/18/2019
Copier Maint- Sept 2018	79.38	01-440-4510	Equipment/IT Maint	257072080	2/27/2019	03/18/2019
Copier Maint- Oct 2018	76.76	01-440-4510	Equipment/IT Maint	257072081	2/27/2019	03/18/2019
Copier Maint- Nov 2018	41.10	01-440-4510	Equipment/IT Maint	257072082	2/27/2019	03/18/2019
Copier Maint- Dec 2018	56.02	01-440-4510	Equipment/IT Maint	257072083	2/27/2019	03/18/2019
Copier Maint- Jan 2019	56.02	01-440-4510	Equipment/IT Maint	257072084	2/27/2019	03/18/2019
Copier Usage- Feb 2019	67.49	01-430-4411	Office Expenses	9005472592-(3/1/2019	03/18/2019
Copier Usage- Feb 2019	67.49	01-445-4411	Office Expenses	9005472592-(3/1/2019	03/18/2019
Copier Usage- Feb 2019	67.49	60-445-4411	Office Expenses	9005472592-(3/1/2019	03/18/2019
Copier Usage- Feb 2019	67.48	01-441-4411	Office Expenses	9005472592-(3/1/2019	03/18/2019
Total:	586.19	*Vendor Total				
Kristen Lohrstorfer						
032280						
Training Reimbursement- Meals/Lohrstorfer	13.42	01-440-4380	Training	08282018	8/28/2018	03/18/2019
Training Reimbursement- Meals/Lohrstorfer	13.34	01-440-4380	Training	08292018	8/29/2018	03/18/2019
Training Reimbursement- Meals/Lohrstorfer	24.00	01-440-4380	Training	10242018	10/24/2018	03/18/2019
Total:	50.76	*Vendor Total				
LetrixUSA, Inc.						
042860						
Office Door Name Plate/Hansen, Arndt	121.50	01-430-4799	Misc.	190030	3/5/2019	03/18/2019
Total:	121.50	*Vendor Total				
Maggie McGrath						
050120						
Training Reimb- Meals/McGrath	8.64	01-440-4380	Training	01192019	1/19/2019	03/18/2019
Training Reimb- Meals/McGrath	24.00	01-440-4380	Training	10242018	10/24/2018	03/18/2019
Total:	32.64	*Vendor Total				
Mark or Rachel Daniels						
467806						
Water Credit Refund	105.84	60-320-3340	Water Collections	03052019	3/5/2019	03/18/2019
Sewer Maint Credit Refund	3.51	18-320-3350	Sewer Collection	03052019-02	3/5/2019	03/18/2019
Total:	109.35	*Vendor Total				
Menards						
016070						
Paint For TPs	22.91	60-445-4567	Treatment Plant Repair/Maint	5520	1/7/2019	03/18/2019
Paint & Bushes For TPs	95.05	60-445-4567	Treatment Plant Repair/Maint	6563	1/22/2019	03/18/2019
Drill Press, Saw Blades	304.07	01-445-4510	Equipment/IT Maint	8960	3/26/2019	03/18/2019
Tools & Misc For TPs	169.35	60-445-4567	Treatment Plant Repair/Maint	9020	3/27/2019	03/18/2019
Steel Rack & Frame	177.16	01-445-4520	Public Buildings Rpr & Mtce	9094	3/28/2019	03/18/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	768.54	*Vendor Total				
Metro West COG						
032210						
Metro West Meeting- Guethle/Feb 22	20.00	01-410-4390	Dues & Meetings	3782-01	3/1/2019	03/18/2019
Metro West Meeting- Berman/Feb 28	35.00	01-410-4390	Dues & Meetings	3782-02	3/1/2019	03/18/2019
Metro West Meeting- Bosco/Feb 28	35.00	01-430-4390	Dues & Meetings	3782-03	3/1/2019	03/18/2019
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Total:	90.00	*Vendor Total				
Midwest Occupational Health M.S.						
051110						
DOT Random Test- Ture	65.00	01-445-4799	Misc. Expenditures	208329	3/5/2019	03/18/2019
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Total:	65.00	*Vendor Total				
Muller & Muller, Ltd.						
467647						
Preparation Of Silo Contract Docs	18,354.29	12-438-4255	Engineering	171014-07	3/6/2019	03/18/2019
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Total:	18,354.29	*Vendor Total				
Municode						
038650						
Municipal Code Updates	215.66	01-410-4260	Legal	00324735	2/21/2019	03/18/2019
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Total:	215.66	*Vendor Total				
NAVSURFWARCENDIV						
049890						
Night Vision Scope Maint Agreement	600.00	01-440-4799	Misc.	03112019	3/11/2019	03/18/2019
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Total:	600.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Tire Taxi	82.92	01-445-4511	Vehicle Repair and Maint	314285	1/22/2019	03/18/2019
Squad Parts/Squad #64	23.50	01-440-4511	Vehicle Repair and Maint	314967	1/29/2019	03/18/2019
Squad Parts/Squad #170	4.28	01-440-4511	Vehicle Repair and Maint	316787	2/21/2019	03/18/2019
Core Deposit Credit- Invoice #311744	-18.00	01-445-4511	Vehicle Repair and Maint	316818	2/21/2019	03/18/2019
Squad Parts/Squad #175	149.59	01-440-4511	Vehicle Repair and Maint	317099	2/25/2019	03/18/2019
Sway Bar Bushing & Seal/Truck #175	41.04	01-445-4511	Vehicle Repair and Maint	317127	2/26/2019	03/18/2019
Coling System	175.15	01-445-4511	Vehicle Repair and Maint	317163	2/26/2019	03/18/2019
Filters/Truck #175	122.86	01-445-4511	Vehicle Repair and Maint	317195	2/26/2019	03/18/2019
Coupler	5.74	01-445-4511	Vehicle Repair and Maint	317231	2/27/2019	03/18/2019
Qwik Sensor	170.44	01-445-4511	Vehicle Repair and Maint	317269	2/27/2019	03/18/2019
Tool	7.74	01-445-4511	Vehicle Repair and Maint	317272	2/27/2019	03/18/2019
Oil & Air Filter	116.96	01-445-4511	Vehicle Repair and Maint	317456	3/1/2019	03/18/2019
Oil & Air Filter	39.41	01-445-4511	Vehicle Repair and Maint	317457	3/1/2019	03/18/2019
Glue For Binders	6.99	01-430-4799	Misc.	317738	3/6/2019	03/18/2019
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Total:	928.62	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Depot						
035720						
Notary Stamp	26.99	01-440-4411	Office Expenses	2280332047	2/22/2019	03/18/2019
Total:	26.99	*Vendor Total				
Office Depot						
039370						
Desk- Hansen	575.99	01-430-4870	Equipment	27413133100	2/14/2019	03/18/2019
File Cabinet/Supplies- Hansen	268.13	01-430-4870	Equipment	27413133100	2/14/2019	03/18/2019
Office Supplies	17.98	01-445-4411	Office Expenses	27413133100	2/14/2019	03/18/2019
Office Supplies	17.99	60-445-4411	Office Expenses	27413133100	2/14/2019	03/18/2019
Office Supplies	17.99	01-441-4411	Office Expenses	27413133100	2/14/2019	03/18/2019
Waste Basket- Hansen	4.56	01-430-4411	Office Expenses	27413173100	2/14/2019	03/18/2019
Office Supplies	0.49	01-430-4411	Office Expenses	27413173200	2/21/2019	03/18/2019
Office Supplies	0.49	01-445-4411	Office Expenses	27413173200	2/21/2019	03/18/2019
Office Supplies	0.50	60-445-4411	Office Expenses	27413173200	2/21/2019	03/18/2019
Office Supplies	0.50	01-441-4411	Office Expenses	27413173200	2/21/2019	03/18/2019
Office Supplies	49.33	01-430-4411	Office Expenses	27611690200	2/19/2019	03/18/2019
Office Supplies	11.89	01-445-4411	Office Expenses	27611690200	2/19/2019	03/18/2019
Office Supplies	11.89	60-445-4411	Office Expenses	27611690200	2/19/2019	03/18/2019
Office Supplies	11.89	01-441-4411	Office Expenses	27611690200	2/19/2019	03/18/2019
Office Supplies	0.76	01-430-4411	Office Expenses	27611726000	2/19/2019	03/18/2019
Office Supplies	0.75	01-445-4411	Office Expenses	27611726000	2/19/2019	03/18/2019
Office Supplies	0.75	60-445-4411	Office Expenses	27611726000	2/19/2019	03/18/2019
Office Supplies	0.75	01-441-4411	Office Expenses	27611726000	2/19/2019	03/18/2019
Office Supplies	22.49	01-430-4411	Office Expenses	27820279500	2/22/2019	03/18/2019
Office Supplies	22.49	01-445-4411	Office Expenses	27820279500	2/22/2019	03/18/2019
Office Supplies	22.49	60-445-4411	Office Expenses	27820279500	2/22/2019	03/18/2019
Office Supplies	22.50	01-441-4411	Office Expenses	27820279500	2/22/2019	03/18/2019
Total:	1,082.60	*Vendor Total				
Oxie Valley Electric Supply, Inc.						
048340						
Street Light Bulbs (6)	150.00	10-445-4661	Street Light Repair/Maint	10545	2/8/2019	03/18/2019
Total:	150.00	*Vendor Total				
Preferred Real Estate, LLC						
467661						
NATC Rebate/Jun 18 - Nov 18	125,285.20	01-490-4781	Sales Tax Rebates	03052019	3/5/2019	03/18/2019
Total:	125,285.20	*Vendor Total				
Preventative Maintenance Systems, Inc.						
050200						
Replace Air Tanks/Truck #176	1,558.77	01-445-4511	Vehicle Repair and Maint	124359	12/7/2018	03/18/2019
Tie Rod Replacement/Alignment/Truck #185	656.37	01-445-4511	Vehicle Repair and Maint	124447	12/11/2018	03/18/2019
Safety Lane	216.00	01-445-4511	Vehicle Repair and Maint	210471	12/17/2018	03/18/2019
Total:	2,431.14	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Engineering Services	359.78	90-000-E242	Oak St Townhome Development	26788	2/5/2019	03/18/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	359.78	*Vendor Total				
Secretary of State						
002690						
Notary- Lotito	10.00	01-440-4799	Misc.	03012019	3/1/2019	03/18/2019
Notary- Quinn	10.00	01-440-4799	Misc.	03082019	3/8/2019	03/18/2019
Total:	20.00	*Vendor Total				
Somonauk Water Lab, Inc.						
030510						
Routine Samples- Feb 2019	209.00	60-445-4562	Testing (water)	190212	2/28/2019	03/18/2019
Total:	209.00	*Vendor Total				
St. Charles Trading, Inc.						
033210						
MIOX Salt ETP	2,303.00	60-445-4438	Salt - Treatment	IN1956069	3/5/2019	03/18/2019
MIOX Salt WTP	2,303.00	60-445-4438	Salt - Treatment	IN1956070	3/5/2019	03/18/2019
Total:	4,606.00	*Vendor Total				
Sugar Grove Development						
039730						
Squad Washes- Feb 2019	175.00	01-440-4511	Vehicle Repair and Maint	109	3/1/2019	03/18/2019
Total:	175.00	*Vendor Total				
Superior Asphalt Materials LLC						
031440						
Cold Mix	165.90	01-445-4540	Streets & Alleys Rpr & Mtce	20190076	2/21/2019	03/18/2019
Pot Hole Repairs	233.30	01-445-4540	Streets & Alleys Rpr & Mtce	20190096	2/27/2019	03/18/2019
Total:	399.20	*Vendor Total				
Teska Associates, Inc.						
024820						
Meeting/Reviews	1,592.00	01-441-4275	Planning	9220	3/5/2019	03/18/2019
Total:	1,592.00	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Newsletter- Feb 2019	1,220.41	01-430-4507	Printing	23175-01	2/28/2019	03/18/2019
Water Bills- Feb 2019	1,934.93	60-445-4507	Printing	23175-02	2/28/2019	03/18/2019
Total:	3,155.34	*Vendor Total				
Uniform Den, Inc.						
020300						
Ballistic Vests (8)	3,180.00	01-440-4160	Uniform Allowance	59431	2/20/2019	03/18/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	3,180.00	*Vendor Total				
Water Resources						
010380						
1" T-10 Meters (12)	2,376.00	60-445-4480	New Meters,rprs. & Rplcmts.	32956-01	2/21/2019	03/18/2019
V4 MIUs (40)	4,400.00	60-445-4480	New Meters,rprs. & Rplcmts.	32956-02	2/21/2019	03/18/2019
Couplings (30)	1,230.00	60-445-4480	New Meters,rprs. & Rplcmts.	32956-03	2/21/2019	03/18/2019
<hr/>						
Total:	8,006.00	*Vendor Total				
<hr/>						
Report Total:	317,728.18					
<hr/>						

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: LIPPOLD PARK ANNEXATION
AGENDA: 3/18/2019 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance annexing certain land to the Village of North Aurora owned by the Fox Valley Park District lying north of the Red Oak Nature Center, west of Route 25 and east of the Fox River

DISCUSSION

Lippold Park is owned and operated by the Fox Valley Park District. It is located in unincorporated Kane County on the east bank of the Fox River, north of Red Oak Nature Center and directly west of IL Route 25. As the Boundary Line Agreement between North Aurora and Batavia does not address territory east of Randall Road, staff has discussed the annexation of Lippold Park with City of Batavia staff who do not have any issues with Lippold Park being located in North Aurora.

The Park District would prefer that Lippold Park be located within the corporate limits of the Village of North Aurora in order to be located within the common boundary of a community they serve. On February 11, 2019, the Fox Valley Park District Board of Commissioners approved a resolution to annex Lippold Park (and adjacent islands) into the Village of North Aurora. On February 13, 2019, staff received an initial written request from the Park District to annex the 43-acre Lippold Park into the Village of North Aurora.

Per Chapter 6.3 of the Zoning Ordinance, any territory annexed into the Village of North Aurora shall automatically, upon annexation, be classified in the E-R Estate Rural Residence District. Such land shall be subject to the requirements of this E-R District, unless otherwise provided for in an annexation agreement or until such territory is rezoned. Staff notes that parks are classified as a permitted use in the E-R District. According the Village Attorney, when the Village annexed the Red Oak Nature Center, an annexation agreement was not involved. Further, the Village Attorney believes that the annexation of Lippold Park could be approved simply through an annexation ordinance.

Fox Valley Park District staff presented this item to the Village Board at their March 4, 2019 Committee of the Whole meeting. After a brief discussion, the Board concluded that they were supportive of the annexation of Lippold Park into the Village.

Attachments:

- 1) Request for annexation, dated March 11, 2019, submitted by the Fox Valley Park District
- 2) Ordinance annexing certain land to the Village of North Aurora owned by the Fox Valley Park District lying north of the Red Oak Nature Center, west of Route 25 and east of the Fox River



March 11, 2019

Mr. Michael Toth, Community and Economic Director
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

RE: Fox Valley Park District- Lippold Park Annexation

Dear Mr. Toth,

The Fox Valley Park District respectfully submits this letter and accompanying documents as our formal petition requesting the annexation of Lippold Park and adjacent islands into the corporate limits of the Village of North Aurora.

In compliance with Municipal Code requirements of an annexation petition, please be advised that:

- The subject property is contiguous with the existing boundaries of the Village at its south property line. This is indicated on the attached Plat of Annexation.
- The subject property is not within the corporate limits of any municipality.
- There are no electors in the property.
- You will find enclosed deeds that indicate that the subject property is owned by the Fox Valley Park District. The attached Resolution states that the Fox Valley Park District Board of Commissioners authorizes the annexation of the subject property into the corporate limits of the Village of North Aurora.

The overall acreage proposed for annexation is +/- 43.45 acres. The Fox Valley Park District is not proposing any change of use; the property will continue to be maintained as park and open space. As such, we understand that the zoning for the subject property shall be E-R Estate Rural Residence District.

The Fox Valley Park District appreciates the Village of North Aurora's consideration of this annexation request. The Park District and the Village have historically worked together where possible to achieve coterminous boundaries. This annexation request continues this spirit of governmental cooperation.

Sincerely,

Jeff Palmquist, Senior Director of Planning, Research and Grants

Fox Valley Park District



PLAT OF ANNEXATION

TO THE VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

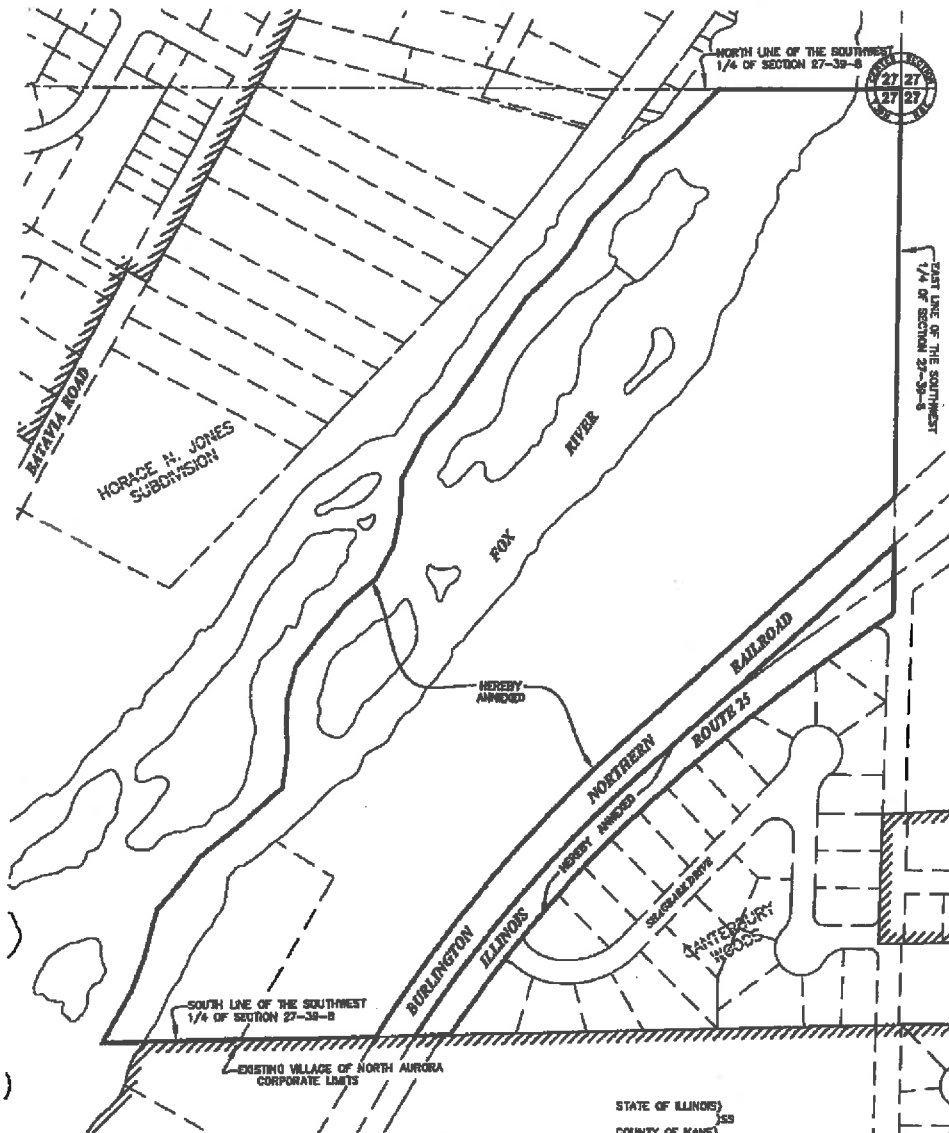
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE CENTER LINE THREAD OF THE FOX RIVER AND NORTHERLY AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, EXCEPTING THEREFROM THE BURLINGTON NORTHERN RAILROAD PROPERTY, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.



N.T.S.

===== EXISTING CORP. LIMITS
----- AREA TO BE ANNEXED

P.L.N.
12-27-326-001
12-27-381-001
12-27-351-002
12-27-351-003
12-27-351-004
12-27-352-001



STATE OF ILLINOIS)
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF NORTH AURORA, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.
GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF JANUARY, 2019.

MARK G. SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
(EXPIRES 11-30-20)

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD
SUGAR GROVE, ILL. 60554



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

FOX VALLEY PARK DISTRICT
101 W. ILLINOIS AVENUE
AURORA, IL 60506-5989

DATE: JANUARY 21, 2019
PROJECT NO. PD1901
FILE NO PD1901-ANNEX

PAGE 1 OF 1

**Fox Valley Park District
Resolution Number 19-005**

**A RESOLUTION AUTHORIZING THE ANNEXATION OF FOX VALLEY PARK
DISTRICT PROPERTY INTO THE CORPORATE LIMITS OF THE VILLAGE OF
NORTH AURORA**

At a meeting of the Fox Valley Park District Board of Commissioners held on February 11, 2019, it was resolved as follows:

WHEREAS, the Fox Valley Park District presently owns, manages and operates land and facilities predominantly within the corporate limits of the City of Aurora, the Village of North Aurora and the Village of Montgomery; and

WHEREAS, the territory ("territory") described herein lies within unincorporated Kane County, outside the corporate limits of the Village of North Aurora; and

WHEREAS, the Fox Valley Park District owns and manages property known as the Red Oak Nature Center located directly south of the territory; and

WHEREAS, the Red Oak Nature Center property is located within the corporate limits of the Village of North Aurora and provides North Aurora corporate limits contiguity to the territory; and

WHEREAS, the Fox Valley Park District and the Village of North Aurora cooperate to generally achieve coterminous boundaries through property annexation agreements and boundary line agreements;

**NOW, THEREFORE, BE IT RESOLVED BY THE FOX VALLEY PARK DISTRICT
BOARD OF COMMISSIONERS:**

That District staff is authorized to petition to seek annexation of the property into the Village of North Aurora.

DATED this 11th day of February 2019.

The Fox Valley Park District

By:



President

Attest:



Secretary

SEP 19 1961

RECORDED 962313 OCT 27 1961 959116

This Indenture Witnesseth, that the Grantor

THE MIGHELL FUND, INC., a not-for-profit

corporation created and existing under and by virtue of the

laws of the State of Illinois, duly authorized to transact business in the State
of Illinois for the consideration of Ten Dollars (\$10.00)-----

Dollars and pursuant to authority given by the Board of Directors of said corporation,

CONVEYS and WARRANTS unto THE FOX RIVER VALLEY PLEASURE DRIVEWAY AND PARK DISTRICT (SOUTHERN KANE COUNTY SECTOR), a municipal corporation, created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois,

the following described Real Estate, to wit: That part of the East fraction of the Southwest quarter of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest quarter; thence West along the South line of said quarter to the center line of the State Highway for the point of beginning; thence West along the South line of said quarter to the East line of premises conveyed to George Vautrin and Jeanne Vautrin, his wife, by Deed dated April 4, 1916 and recorded April 25, 1916 in Book 590, page 603, as document 154017; thence Northeasterly along the Easterly line of said premises 8 chains to the Northeast corner thereof; thence Westerly along the Northerly line of said premises 2.78 chains to the Easterly bank of Fox River; thence Northerly along the Easterly bank of said river to the North line of said Southwest quarter; thence East along said North line to the Northeast corner of said quarter; thence South along said East line to the center line of said State Highway; thence Southwesterly along said center line to the point of beginning; (excepting the right of way of the Chicago, Burlington and Quincy Railroad Company), in the Township of Batavia, Kane County, Illinois. ---

Subject to: (1) rights or claims of parties in possession, not shown of record and questions of survey; (2) mechanics' lien claims, if any, where no notice thereof appears of record; (3) special assessments and special taxes, if any, not confirmed by a court of record; (4) general taxes and special assessments for the year 1958 and subsequent years; (5) roads and highways; (6) rights of the adjoining and contiguous owners to have maintained the uninterrupted flow of waters of any stream which may flow on or through premises in question; (7) rights of way for drainage ditches, feeder and laterals; (8) rights of the United States of America, State of Illinois, the municipality and the Public, in and to that part of the premises in question falling in the bed of the Fox River; also rights of the property owners in and to the free and unobstructed flow of the waters of said River; and (9) expressly subject to the covenant that the above-described premises shall be used for park purposes only and shall never be used for the purpose of storage of equipment, warehousing or as an incinerator site and this covenant shall run with the land and inure to the benefit of and be obligatory upon the successors, assigns and subsequent grantees of the respective parties hereto and of all persons claiming by, through or under them. --

in the County of

in the State of

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and caused its name to be signed to these presents by its President, and attested by its

Secretary, this

1st

day of September A. D. 19 61 .

THE MIGHELL FUND, INC., an Illinois
Not-for-Profit Corporation.

By Paul M. Powers, Sr.
Paul M. Powers, Sr., President

Attest: D. W. Cockfield,
D. W. Cockfield, Secretary

BOOK 2105 PAGE 305

BOOK 2100 PAGE 119

SCHEDULE A

No. 87143 Date of Policy September 19, 1961 Amount of Policy \$22,300.00

1. The party insured by this policy.

THE FOX RIVER VALLEY PLEASURE DRIVEWAY AND PARK DISTRICT
(SOUTHERN KANE COUNTY SECTOR) A MUNICIPAL CORPORATION OF ILLINOIS,

and the additional persons included in the term "party insured" as defined in the conditions herein set forth.

2. The title, estate or interest insured by this policy.

FEE SIMPLE

3. Description of the real estate with respect to which this policy is issued.

That part of the East fraction of the Southwest quarter of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest quarter; thence West along the South line of said quarter to the center line of the State Highway for the point of beginning; thence West along the South line of said quarter to the East line of premises conveyed to George Vautrin and Jeanne Vautrin, his wife, by Deed dated April 4, 1916 and recorded April 25, 1916 in Book 590, Page 605, as document 154017; thence Northeasterly along the Easterly line of said premises 8 chains to the Northeast corner thereof; thence Westerly along the Northerly line of said premises 2.78 chains to the Easterly bank of Fox River; thence Northerly along the Easterly bank of said river to the North line of said Southwest quarter; thence East along said North line to the Northeast corner of said quarter; thence South along said East line to the center line of said State Highway; thence Southwesterly along said center line to the point of beginning; (excepting the right of way of the Chicago, Burlington, and Quincy Railroad Company); in the Township of Batavia, Kane County, Illinois.

SCHEDULE B

Showing defects, liens, incumbrances and other matters excepted from this policy and against which this Company does not insure. (NOTE: There are no items numbered 1, 2 or 3 under Schedule B.)

Special Exceptions.

4. Taxes for the year 1961.
5. Roads and highways.
6. Rights of the adjoining and contiguous owners to have maintained the uninterrupted flow of waters of any stream which may flow on or through premises in question.
7. Rights of way for drainage ditches, feeders and laterals.
8. Rights of the United States of America, State of Illinois, the municipality and the Public in and to that part of premises in question falling in the bed of the Fox River, also rights of the property owners in and to the free and unobstructed flow of the waters of said River.
9. Covenant contained in Deed dated September 1, 1961 and recorded September 19, 1961 as document 959116 made by The Mighell Fund, Inc., a not-for-profit corporation, to The Fox River Valley Pleasure Driveway and Park District (Southern Kane County Sector) a corporation of Illinois that: the premises in question shall be used for park purposes only and shall never be used for the purpose of storage of equipment, warehousing or as a incinerator site.

STATE OF ILLINOIS
COUNTY OF KANE

ss.

I, Marcia S. Phillips, Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Powers, Sr. personally known to me to be the President of the

THE MIGHELL FUND, INC., an Illinois Not-for-Profit Corporation,

and D. W. Cockfield personally known to me to be the

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of September, A. D. 1961

STATE OF ILLINOIS)
COUNTY OF KANE) SS:

Marcia S. Phillips
Notary Public

I, Elizabeth H. Brown, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Powers, Sr. personally known to me to be the President of The Mighell Fund, Inc., an Illinois Not-for-Profit Corporation, and D. W. Cockfield personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of October, A.D. 1961.

Elizabeth H. Brown
Notary Public

Warranty Deed
Corporation to Individual

The Mighell Fund, Inc.

The Fox River Valley Pleasure
Driveway and Park District
(Southern Kane County Sector)

959116

STATE OF ILLINOIS }
KANE COUNTY }
FILED FOR RECORD SEP 19 1961 AD.
AT 10 30 O'CLOCK A.M.
AND DULY RECORDED IN 672
OF *Grace E. Mankin*

962313

STATE OF ILLINOIS }
KANE COUNTY }
FILED FOR RECORD OCT 27 1961 AD.
AT 11 O'CLOCK A.M.
AND DULY RECORDED IN 672
OF *Grace E. Mankin*

CHICAGO TITLE AND TRUST COMPANY
KANE COUNTY DIVISION

GEORGE COLE & COMPANY

CHICAGO TITLE AND TRUST COMPANY
KANE COUNTY DIVISION

57143 762510

299 87143

278

144

141

TO

The Village of North Aurora



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

Ordinance No. _____

**BEING AN ORDINANCE ANNEXING CERTAIN LAND
TO THE VILLAGE OF NORTH AURORA OWNED BY
THE FOX VALLEY PARK DISTRICT LYING NORTH
OF THE RED OAK NATURE CENTER, WEST OF ROUTE 25
AND EAST OF THE FOX RIVER**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2019**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2019
by _____.**

Signed _____

The Village of North Aurora

ORDINANCE NO. _____

**BEING AN ORDINANCE ANNEXING CERTAIN LAND
TO THE VILLAGE OF NORTH AURORA OWNED BY
THE FOX VALLEY PARK DISTRICT LYING NORTH
OF THE RED OAK NATURE CENTER, WEST OF ROUTE 25
AND EAST OF THE FOX RIVER**

WHEREAS, a Petition for Annexation of certain lands dated March 11, 2019, was submitted to the Village of North Aurora (the "Petition"); and

WHEREAS, the Petition requests annexation to the Village of North Aurora of certain territory owned by the Fox Valley Park District (the "FVPD") consisting of approximately 43.45 acres lying north of the Red Oak Nature Center property in the Village of North Aurora, west of Illinois Route 25, and east of the Fox River that is commonly known as Lippold Park and is legally described on the document attached hereto and incorporated herein by reference as Exhibit "A" (the "Territory"); and

WHEREAS, the Petition represents that the FVPD is the sole owner of record of the Territory to be annexed, that no electors reside in the Territory, that all of the Territory is situated in Kane County, Illinois, that none of the Territory is within the corporate limits of any municipality, and that the Territory is contiguous to the Village of North Aurora; and

WHEREAS, the Territory is not the subject of any annexation agreement at this time; and

WHEREAS, notice was published in a newspaper of general circulation in the Village (a copy of the certificate of publication is attached hereto and incorporated herein by reference as Exhibit "B"), and a hearing was held on the annexation as required by law;

WHEREAS, notice was mailed to the trustees of the Batavia Library, as the Territory is located in the jurisdictional boundaries of the Batavia Library District, and a copy of the Proof of Service is attached hereto and incorporated herein by reference as Exhibit "C".

The Village of North Aurora

WHEREAS, the Territory shall be annexed and zoned pursuant to the North Aurora Zoning Code, as E-R Estate Rural Residence District, which is the default zoning classification that applies when property is annexed; and

WHEREAS, the annexation of the Fox Valley Park District property is deemed to be in the best interests of the Village.

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

1. That Territory be and hereby is annexed to the Village of North Aurora.
2. That the annexation includes no adjacent roadways as the property being annexed is separated from the nearest roadway by a railroad right-of-way.
3. From and after the effective date of this Ordinance, the Territory shall be and is zoned E-R Estate Rural Residence District.
4. The Village staff shall record this Ordinance with the Annexation Plat (attached hereto and incorporated herein by reference as Exhibit "D") and as required by law.
5. This Ordinance shall be immediately effective upon its approval, passage and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2019, A.D.

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

The Village of North Aurora

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

The Village of North Aurora

EXHIBIT A

Legal Description of Territory to Be Annexed

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE CENTER LINE THREAD OF THE FOX RIVER AND NORTHERLY AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, EXCEPTING THEREFROM THE BURLINGTON NORTHERN RAILROAD PROPERTY, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS

The Village of North Aurora

EXHIBIT B

Certificate of Publication of Hearing Notice

NOTICE FOR CONSIDERATION OF PETITION FOR ANNEXATION

PLEASE BE NOTIFIED that the North Aurora Board of Trustees will consider the petition for annexation of the property described below to the Village of North Aurora signed and filed by all of the owners of record thereof, on Monday, March 18, 2019, during the course of the regular Village Board Meeting that begins at 7:00 p.m. at the North Aurora Village Board Meeting Room, 25 E. State Street, North Aurora, Illinois. The Property is located east of the Fox River, west of IL Route 25, north of Red Oak Nature Center in North Aurora, and just south of the Glenwood Park Forest Preserve property, in Kane County, Illinois, and will be zoned to the default zoning category of Estate. The Property is currently not in the jurisdictional boundary of the Village of North Aurora but is contiguous to the Village. The Petition, Plot of Annexation and other information are on file at the office of the North Aurora Village Clerk and are available for public inspection. The legal description of the property is as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE CENTER LINE THREAD OF THE FOX RIVER AND NORTHERLY AND EASTERLY OF THE RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, EXCEPTING THEREFROM THE BURLINGTON NORTHERN RAILROAD PROPERTY, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

Dated this 7th day of March, 2019

/s/ Mike Toth
Community Development Director
Published in Daily Herald
March 7, 2019 (4519810)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Fox Valley

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the Fox Valley DAILY HERALD. That said Fox Valley DAILY HERALD is a secular newspaper, published in Elgin and has been circulated daily in the Village(s) of:

Aurora, Batavia, Burlington, Carpentersville, East Dundee, Elgin,
Elburn, Geneva, Gilberts, Hampshire, Montgomery, North Aurora,
Sleepy Hollow, Saint Charles, South Elgin, Sugar Grove, Wayne,
West Dundee

County(ies) of Kane

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published March 7, 2019 in said Fox Valley DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Laurel Baetz
Designee of the Publisher and Officer of the Daily Herald

Control # 4519810

The Village of North Aurora

EXHIBIT C

Proof Mailing to Library Trustees

PROOF OF SERVICE

STATE OF ILLINOIS)
 ss.
COUNTY OF KANE)

Sookie Lehman, being first duly sworn, deposes and states that on March 5, 2019, a copy of the *Notice for Consideration of Petition for Annexation* was served on the following:

Diane L. Blodgett
1312 Cherry Dr.
Batavia, IL 60510-9301

Richard A. Henders
1131 Hanover Dr.
Batavia, IL 60510-9690

Jennifer M. Culotta
1338 Holbrook Ln.
Batavia, IL 60150-9235

Michael E. MacKenzie
403 Walnut St.
Batavia, IL 60510-2967

Andrew R. Deitchman
303 S. Prairie St.
Batavia, IL 60510-2743

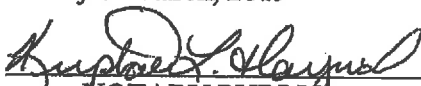
Jo Ann Smith
733 Ekman Dr.
Batavia, IL 60510-8936

Katherine A. Garrett
335 First St.
Batavia, IL 60510-2401

by depositing a copy thereof, enclosed in an envelope, Certified Mail, Return Receipt Requested, in the United States Mail at Batavia, Illinois, proper postage prepaid, before the hour of 5:00 p.m., addressed as above.


Sookie Lehman

Subscribed and sworn to before me this
5th day of March, 2019


NOTARY PUBLIC



Kevin G. Drendel, Esq.
DRENDEL & JANSONS LAW GROUP
111 Flinn Street
Batavia, Illinois 60510
(630) 406-5440

The Village of North Aurora

EXHIBIT D

Plat of Annexation

PLAT OF ANNEXATION

TO THE VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

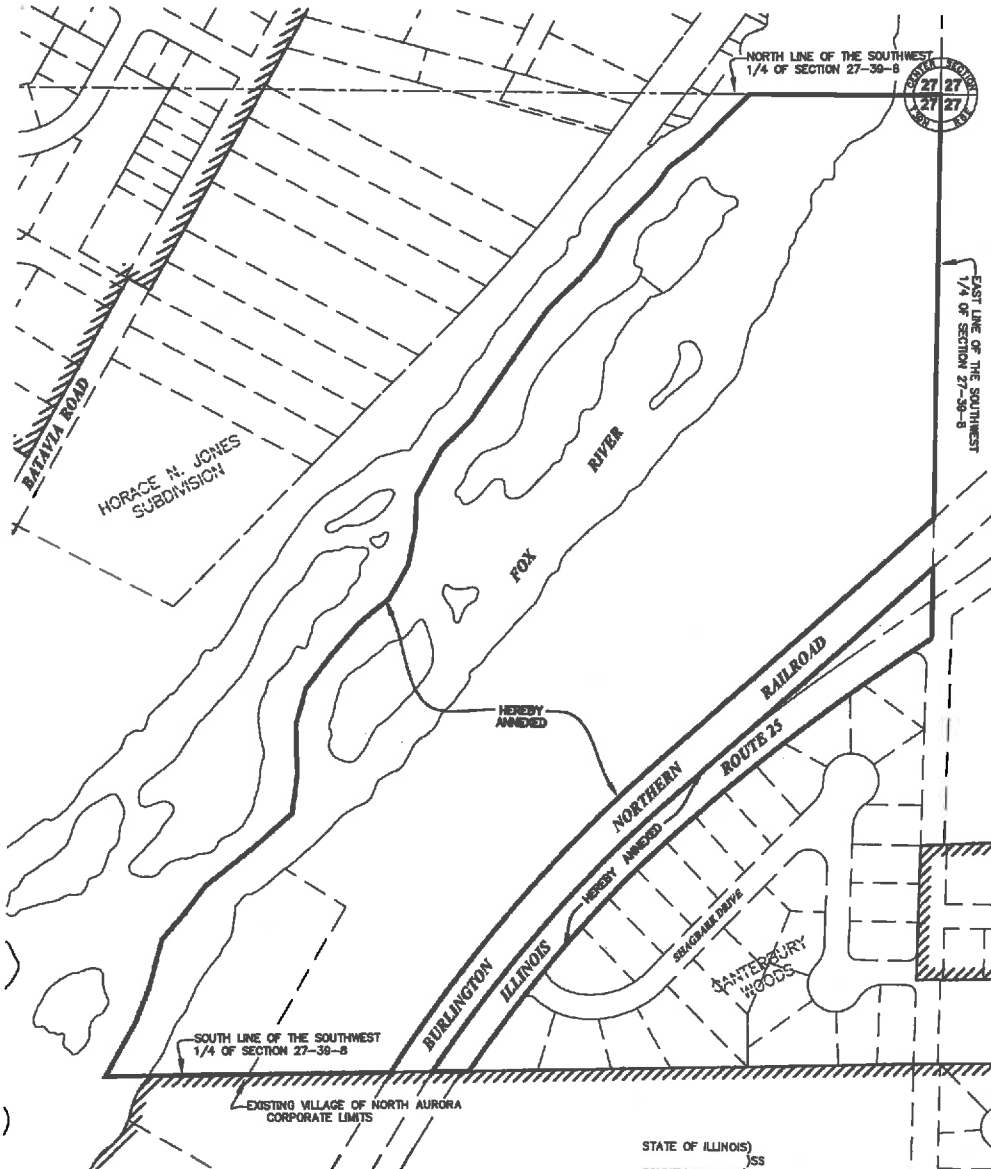
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE CENTER LINE THREAD OF THE FOX RIVER AND NORTHERLY AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, EXCEPTING THEREFROM THE BURLINGTON NORTHERN RAILROAD PROPERTY, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.



N.T.S.

===== EXISTING CORP. LIMITS
----- AREA TO BE ANNEXED

P.I.N.
12-27-326-001
12-27-351-001
12-27-351-002
12-27-351-003
12-27-351-004
12-27-352-001



STATE OF ILLINOIS)
SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF NORTH AURORA, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY.
GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF JANUARY, 2019.

MARK G. SCHELLE
PROFESSIONAL LAND SURVEYOR #3581
(EXPIRES 11-30-20)

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD
SUGAR GROVE, ILL. 60554



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eelweb.com

FOX VALLEY PARK DISTRICT
101 W. ILLINOIS AVENUE
AURORA, IL 60506-5989

DATE: JANUARY 21, 2019
PROJECT NO. PD1901
FILE NO PD1901-ANNEX

PAGE 1 OF 1

Village of North Aurora

Memorandum



To: Village President and Board of Trustees

From: Bill Hannah, Finance Director

CC: Steve Bosco, Village Administrator

Date: March 12, 2019

RE: Budget Amendment for FY 2018-19

During the Government Operations Committee meeting on March 4th, staff provided the Committee with an update on the development of the upcoming FY 2019-20 Budget. During that meeting, staff indicated that a roughly \$500,000 positive variance of General Fund revenues exceeding General Fund expenditures was projected for the current fiscal year. This was due primarily to a building permit revenue variance of \$300,000 to the positive, various tax and other fees positive to an additional \$100,000 and expenditures under budget for the year.

In order to most effectively direct the use of the one-time funds and variances per the Village's Budgetary and Fiscal Policies, staff recommended the following to the Committee:

1. Increase the Village Contributions to the Police Pension Fund by \$120,000 from \$1,047,000 to \$1,167,000. This will assist in the overall funding of the Village pension trust obligations and continue the past practice for most of the past several years of the Village making additional contributions to the Police Pension Fund when possible.
2. Transfer up to \$380,000 from the General Fund to the Capital Projects Fund to assist in providing funding for both upcoming and future capital projects that may be determined as desirable or necessary by the Village. The final amount of the transfer would be determined closer to the end of the fiscal year based on how final revenues and expenditure activity is (for example, if certain tax revenues for the final few months of the year are significantly less than expected, staff would adjust the transfer down to a more appropriate number, say \$300,000).

The above budget amendment would overall maintain the Village's strong financial position in the General Fund, with the fund balance percentage being about 62% at the end of the year (one of the targets staff will look at when evaluating the final Capital Projects Fund transfer).

ORDINANCE NO. _____
AN ORDINANCE APPROVING THE 2ND BUDGET AMENDMENT FOR FISCAL
YEAR 2018-19

WHEREAS, the Village of North Aurora has adopted the Budget Act, and approved a Budget for the 2018-19 Budget Year (hereinafter “budget year”); and

WHEREAS, the corporate authorities of the Village have the authority to revise the budget without notice as long as the revisions do not increase the total budget of the Village beyond the funds that are available.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The budget amendment summarized in the document attached hereto and incorporated herein as Exhibit “A” are hereby approved by the corporate authorities.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2019, A.D.

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

Mark Carroll _____

Tao Martinez _____

Mark Gaffino _____

Michael Lowery _____

Mark Guethle _____

Laura Curtis _____

Approved and signed by me as President of the Board of trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2019 A.D.

Village President

ATTEST:

Village Clerk

<u>Fund</u>	<u>Division</u>	<u>Account</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase/ (Decrease)</u>	<u>Revised Budget</u>
<u>General Fund</u>						
	<u>Expenditures</u>					
	Police	Police Pension	01.440.4140	1,047,000	<u>120,000</u>	1,167,000
		TOTAL			<u>120,000</u>	
	<u>Transfers Out</u>					
	Transfers Out	Transfer to Capital Projects Fund	01.495.4970	-	<u>380,000</u>	380,000
		TOTAL			<u>380,000</u>	
<u>Capital Projects Fund</u>						
	<u>Transfers In</u>					
	Transfers In	Transfer From General Fund	21.395.3955	-	<u>380,000</u>	380,000
		TOTAL			<u>380,000</u>	
<u>Police Pension Fund</u>						
	<u>Contributions</u>					
	Contributions	Village Contributions	80.376.3802	1,047,000	<u>120,000</u>	1,167,000
		TOTAL			<u>120,000</u>	

Memorandum



To: Dale Berman, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: March 8, 2019
Re: Award of Bid for Lawn Mowing and Landscape Maintenance

The Village of North Aurora's lawn mowing contract contains mowing of Special Service Area's (SSA) and public property. The SSA contract addressed common areas in subdivisions that are not maintained by Homeowners' Associations. These include boulevards, detention ponds, and subdivision signs. The areas in the public owned properties include public parks and facilities like Riverfront Park and Village Hall.

The project was advertised on the website and in the newspaper beginning January 18, 2019 and two mandatory pre-bid meetings were held on February 6 and February 20, 2019 that was attended by 10 companies. On March 6, 2019 the Village received 6 bids for Lawn Mowing and Landscape Maintenance contract. Table 1 below illustrates the results of the bid opening.

Table 1. Bid Results (Continued on Page 2)

	Sebert Landscaping 1550 W. Bartlett Rd. Bartlett, IL 60103	Local Lawn Care & Landscaping, 31 W 331 Schoger Dr Suite 1 Naperville, IL 60564	Beary Landscape Management, 15001 W. 159th St., Lockport, IL 60491
Sub-Total Cost SSA 4	\$7,712.00	\$8,700.00	\$7,000.00
Sub-Total Cost SSA 8	\$7,104.00	\$2,800.00	\$3,900.00
Sub-Total Cost SSA 9	\$2,208.00	\$1,400.00	\$2,000.00
Sub-Total Cost SSA 11	\$191.00	\$700.00	\$700.00
Sub-Total Cost Public Property	\$24,928.00	\$34,083.00	\$35,800.00
GRAND TOTAL COST	\$42,143.00	\$47,683.00	\$49,400.00

Table 1. Bid Results (Continued)

	Ramiro Guzman Landscaping 17146 S. Lily Cache Rd Plainfield, IL 60586	Acres Group, 610 W. Liberty St. P.O. Box 448 Wauconda, IL 60084	Balanced Environments, Inc 951 N. Ridge Ave. Lombard, IL 60148
Sub-Total Cost SSA 4	\$10,800.00	\$13,406.00	\$12,232.28
Sub-Total Cost SSA 8	\$3,600.00	\$7,198.00	\$6,534.03
Sub-Total Cost SSA 9	\$1,800.00	\$3,508.00	\$3,470.56
Sub-Total Cost SSA 11	\$3,600.00	\$1,674.00	\$803.25
Sub-Total Cost Public Property	\$42,200.00	\$46,854.00	\$65,529.42
GRAND TOTAL COST	\$62,000.00	\$72,640.00	\$88,569.54

Staff has checked the references provided by Sebert for lawn mowing and landscape maintenance services. Sebert provided references from the City of Warrenville, Village of Elk Grove Village and the Village of Schaumburg. Elk Grove Village has indicated that Sebert has performed these services for the Village for the last 10 years without a problem. The Village of Warrenville indicated they have a contract with an option for renewal. They have already renewed the contract once with Sebert holding their prices. They indicated that they would exercise that option again. The Village of Schaumburg has relayed that Sebert has worked in town for 10 years and have did a good job of landscaping and mowing in rights of way and at facilities. It is the staff recommendation to award Sebert, Inc. the contract for the Lawn Mowing and Landscape Maintenance in the amount of \$42,143.00.

Memorandum



To: Dale Berman, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: March 8, 2019
Re: Award of a Contract in the amount \$298,212.90 to National Power
Rodding for Sanitary Sewer Televising

The sanitary sewer televising project includes the video recording of the sanitary sewer pipes and the identification of area that need maintenance. This project will provide the Village information that will determine where repairs need to be made in the system and when they should be performed. This data will also be included in the Village's GIS system and referenced for future maintenance operations. Below is an abbreviated bid tabulation and attached is a detailed memorandum from Rempe-Sharpe outlining the results and providing analysis of the bids received the Sanitary Sewer Televising Project.

National Power Rodding 2500 W Arthington St. Chicago, IL 60612	Hydrovision Technology 1593 Aster Dr. Romeoville, IL 60446	Visu-Sewer 9014 Thomas Ave. Bridgeview, IL 60455	Sheridan Plumbing & Sewer 6754 74th St., Bedford Park, IL 60638
\$298,212.90	\$366,767.77	\$406,302.65	\$498,960.60

It is the staff recommendation and our consulting engineer to award the contract to the low bidder, Patnick Construction Inc, in the amount of \$298,212.90.



REMPE-SHARPE

& Associates, Inc.

Principals

J. Bibby
D. Watson

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

B. Aderman
B. Bennett
L. Vo

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

CONSULTING ENGINEERS

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

March 8, 2019

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

Attn: John Laskowski

Re: 2019 Sanitary Sewer Televising

File: NA-599

Dear John,

In accordance with the Advertisement for Bids, the Village of North Aurora opened bids for the Sanitary Sewer Televising Project on March 8, 2019. Prior to bidding, the Engineer sent out the Advertisement for Bids to fifteen (15) contractors and two (2) construction news journals. The project was advertised in the Daily Herald.

The project consists of televising approximately 183,654 L.F. of 8" sanitary sewer, 33,107 L.F. of 10" sanitary sewer, 24,402 L.F. of 12" sanitary sewer, located in the Village of North Aurora in accordance with the Plans and Specifications as set forth in the Contract Documents.

Six (6) contractors purchased plans and specifications for the project. Bids were submitted by four (4) contractors. The bids were as follows:

<u>BIDDER</u>	<u>TOTAL BID</u>
National Power Rodding Corp., Chicago, IL	\$298,212.90
Hydrovision Technology, LLC., Romeoville, IL	\$366,767.77
Visu-Sewer, Pewaukee, WI	\$406,302.65
Sheridan Plumbing & Sewer, Inc., Bedford Park IL	\$498,960.60
Engineer's Estimate	\$407,628.20

Village of North Aurora
Attn: John Laskowski

2019 Sanitary Sewer Televising
March 8, 2019
Page 2 of 2

The lowest Base Bid, from National Power Rodding Corp., Chicago, IL is \$109,415.30, or 26.8% lower than the Engineer's Base Estimate of \$407,628.20.

The Engineer has worked with the Contractor, National Power Rodding on similar projects for both North Aurora and other municipalities the past. The contractor performed the work in accordance with the contract documents and completed the projects on time.

Therefore, Rempe-Sharpe and Associates, Inc. recommends that the Village of North Aurora award the Project, in the amount of Two Hundred Ninety- Eight Thousand, Two Hundred Twelve and Ninety Cents (\$298,212.90) to National Power Rodding, of Chicago, IL.

Enclosed, please find three (3) copies of the Notice of Award for the 2019 Sanitary Sewer Televising Project. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, National Power Rodding, return one signed copy to Rempe-Sharpe & Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with National Power Rodding, after the Notice of Award is signed.

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

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.
BY:

A handwritten signature in dark ink, appearing to read "D. A. Watson", with a stylized flourish at the end.

Daniel A. Watson, P.E.

Enclosure

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

BID TABULATION
2019 SANITARY SEWER TELEVISION
VILLAGE OF NORTH AURORA

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	National Power Rodding, Corp. Chicago, IL		Hydro-Vision Technology, LLC. Romeoville, IL		Visu-Sewer of Illinois, LLC. Bridgeview, IL		Sheridan Plumbing & Sewer, Inc. Bedford Park, IL	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1A	Internal Sanitary Sewer TV Inspection, 8" Inside Diameter	183,654	LF	\$1.15	\$211,202.10	\$1.52	\$279,154.08	\$1.55	\$284,663.70	\$1.90	\$348,942.60
1B	Internal Sanitary Sewer TV Inspection, 10" Inside Diameter	33,107	LF	\$1.20	\$39,728.40	\$1.52	\$50,322.64	\$1.55	\$51,315.85	\$2.00	\$66,214.00
1C	Internal Sanitary Sewer TV Inspection, 12" Inside Diameter	24,402	LF	\$1.20	\$29,282.40	\$1.52	\$37,091.04	\$1.55	\$37,823.10	\$2.00	\$48,804.00
2	Heavy Cleaning (As Authorized)	20,000	LF	\$0.15	\$3,000.00	\$0.01	\$200.00	\$1.60	\$32,000.00	\$0.75	\$15,000.00
3	Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$0.01	\$0.01	\$500.00	\$500.00	\$20,000.00	\$20,000.00
TOTAL				\$298,212.90		\$366,767.77		\$406,302.65		\$498,960.60	

NOTICE OF AWARD

Dated March 8,, 2019

TO: NATIONAL POWER RODDING CORP.

ADDRESS: 2500 ARTHINGTON STREET

CHICAGO, IL 60612

312-666-7700

PROJECT: 2019 SANITARY SEWER TELEVISIONING

CONTRACT FOR: The work to be performed under the contract consists of replacing the existing 6-inch watermain with approximately 2400 LF of new 8-inch ductile iron pipe and 160 LF of new 6-inch ductile iron pipe, CL-52; the replacement of the water services along with the appurtenances, and related restoration work at locations shown on the Plans in the Village of North Aurora. The Project for which the Work under the Contract Documents is generally described as follows: Cherry Tree Court Watermain Project, Village of North Aurora, Kane County, Illinois.

You are notified that your Bid dated March 8, 2019 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the 2019 Sanitary Sewer Televisioning project.

The Contract Price of your contract is Two Hundred Ninety-Eight Thousand, Two Hundred Twelve Dollars and Ninety Cents (\$298,212.90).

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

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

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

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

3. (List other conditions precedent).

Addendum No. 1

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

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

VILLAGE OF NORTH AURORA

By: _____
(AUTHORIZED SIGNATURE)

Title: Public Works Director

Memorandum



To: Dale Berman, Village President and Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: March 12, 2019
Re: Salt Purchase

The Village purchases salt through the State's Joint Purchasing Program, which leverages the purchasing power of many municipalities and counties throughout the state. We have just finished the second year of a two year agreement with Cargill Incorporated Salt Division, so we will now have to go out to bid for new prices for another two year contract.

The State's Joint Purchasing Program provides the Village with some flexibility because it offers the opportunity to receive 120% of our requested amount of salt without an increase in the unit price. This means if we have a severe winter season we have the ability to order additional salt to meet the demands of the storm. If the salt is not used the Village still has the option to take advantage of the low price and request delivery and store salt at the end of winter if there is room in the salt domes. This fiscal year the Village contracted for 2,275 tons, with an option to order 2,730 tons.

Public Works staff has estimated that we should order 2,500 tons of salt. This is 225 more tons than last year. The number was increased based on the current amount of salt in our salt domes and the probability of another storm event this year. Staff is requesting approval to order 2,500 tons of salt with the contract option for 3,000 tons (additional 20%) through the State's Joint Purchasing Program.

The table below displays past unit prices for salt, tons ordered, as well as the total cost of past years' programs. The past three years' average unit price per ton is \$59.21. Based on this average cost, this year's order of 2500 tons of salt would be \$148,025. If the Village exercised its option for an additional 20% the total cost would be \$177,630.

Winter	2016-2017	2017-2018	2018-2019
[\$/Ton]	\$65.90	\$53.20	\$58.52
[Tons]	2250	2268	2730
	\$148,275.00	\$120,657.60	\$159,759.60



ILLINOIS

JOINT PURCHASING REQUISITION CY'19-'20 New Purchase Commitment

PLEASE RETURN TO:
Illinois Department of
Central Management Services
IEPA North Building
1000 E. Converse Street
Springfield, IL 62702

Email Address for submission:
CMS.BOSS.EC@illinois.gov

No Thank You.
But keep on mailing list.

Opt-Out-> Our unit does not want to participate in the CY' 2019-2020 Contract Procurement.
Notice:-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: L4010

Date: 3 / 12 / 2019

Government Unit: VILLAGE OF NORTH AURORA

Mailing Address: 2E E. STATE STREET

City / State / Zip: NORTH AURORA, IL 60542

County: KANE

Contact Person: BRIAN RICHTER

Telephone Number: 630 897 8228 x 233

Fax Number: 630 897 8258

Contact Email: brichter@northaurora.org

Delivery Point
(Provide Delivery Details To Contract) (Vendor At Time Of Order Placement)
<u>2101 TANNER RD.</u>
<u>314 BUTTERFIELD RD.</u>
<- Please provide Email Address <- Please ensure Address is Legible

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY (Total Tonnage)	UNIT MEASURE (22 - 25 Ton / Truck)
<u>AASHTO M143 Road Salt or Equivalent</u> Rock Salt, Bulk	<u>2500</u>	Tons
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one): OPTION 1 <u> </u> 80.% minimum purchase requirement/120% maximum purchase requirement OPTION 2 <u> </u> 100% minimum purchase requirement/120% maximum purchase requirement		

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY (Total Tonnage)	UNIT MEASURE (22 - 25 Ton / Truck)
<u>AASHTO M143 Road Salt or Equivalent</u> Rock Salt, Bulk	<u> </u>	Tons
Note: Renewal is available ONLY under CMS BidBuy Contract # 18-416CMS-BOSS4-P-4129 for prior CY' 2018-2019. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

PUBLIC WORKS DIRECTOR
TITLE

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: TOWNE CENTRE ECONOMIC INCENTIVE AGREEMENT
DATE: MARCH 18, 2019 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving an amendment and extension to the Economic Incentive Agreement for the North Aurora Towne Centre Development

BACKGROUND

Preferred Real Estate, owners of the inline shopping center between Target and JC Penney in North Aurora Towne Centre, have been working with UFC Gym to secure a 15-year lease on 35,000 square feet of the former MC Sports and Office Depot spaces. As part of the lease agreement with UFC Gym, Preferred Real Estate is required to improve the tenant space to the satisfaction of the tenant. According to Preferred Real Estate, they cannot get the lender to agree to the needed additional funds for the tenant improvements, without the Village approving an economic incentive agreement.

Staff has been working with Preferred Real Estate over the last several months on amending the current Economic Incentive Agreement. The request is being made by Preferred Real Estate, LLC as a way to offset the \$1,550,000 anticipated buildout cost for UFC Gym. Several versions of the amendment have been discussed between staff and Preferred.

The following is the general framework of the current request:

- The current economic incentive agreement be amended to provide Preferred Real Estate with 100% of the 1% generated in the inline portion of the shopping center (not including Target or JCPenney) for the remainder of the existing agreement. For all other properties the reimbursement terms remain unchanged. (*Est. Additional Value \$112,500 (2.5 years @ \$45,000)*).
- All vacant land be removed from the current reimbursement area upon approval of the amended agreement.
- A new agreement be adopted providing Preferred with 100% of the 1% generated in the inline portion of the shopping center for a term of 15 years and a cap of \$120,000 per year. (*Est. Value \$1,350,000 (15 years @ \$90,000)*)
- Reimbursement of the increased rate would commence upon occupancy of the UFC Gym and include any retroactive payment dating back to the January 2019 sales.
- All building permit fees, plan review fees and inspection fees for the UFC buildout be waived. (*Est. \$40,000*)
- Preferred relinquish any Operation and Easement Agreement restrictions for permitted uses on all vacant land in perpetuity.

On March 23, 2005 the North Aurora Village Board approved an annexation agreement with Rubloff North Aurora LLC for the development known as the North Aurora Towne Centre. Later built in 2006, North Aurora Towne Centre is located between I-88 and Orchard Gateway Boulevard, east of the Auto Mall and west of Randall Road. Target and JC Penney are the main anchor tenants for North Aurora Towne Centre. In order to offset some of the costs attributable to the development, the Village approved an economic incentive agreement as part of the Annexation Agreement. At the time, it was estimated that the site improvement costs would be roughly \$33,000,000 and the Towne Centre would generate \$3 million in sales tax per year. The North Aurora Towne Centre has since seen decline with several major tenants such as Best Buy, La-Z-Boy, MC Sports, Office Max, Justice, Layne Bryant, and NTB having closed. Although there is nothing suggesting JC Penney's closure in North Aurora, there is concern over the number of JC Penney stores being closed nationally.



Note: Closure of Best Buy, La-Z-Boy and NTB.

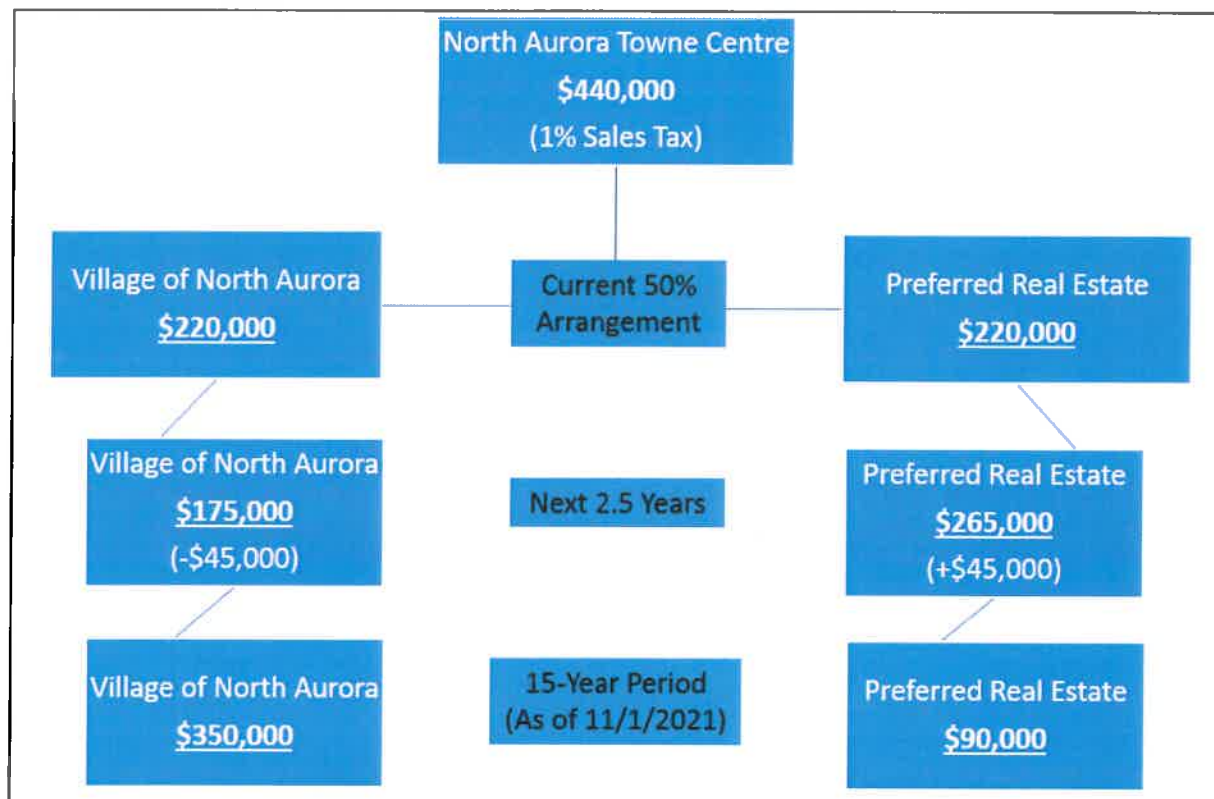
Economic Incentive Agreement

The original economic incentive agreement was to pay out a total of \$15 million over a 15-year term for economic assistance toward the aforementioned site improvement costs. The Village provides the developer with 50% of the 1% of the sales taxes generated by all retail sales within Towne Centre to arrive at the \$15 million cap. Completion of Target and 50,000 square feet of the inline stores prompted commencement of the economic incentive agreement on November 1, 2006. With a 15-year term, expiration of the original agreement would be October 31, 2021. Not the original developer of Towne Centre, Preferred Real Estate, LLC, through acquisition of the 121,000 square feet of retail space between Target and JC Penney in 2008, are now the beneficiaries of the economic incentive agreement. As of November 2018, a total of \$3,212,827.07 has been paid out on the economic incentive agreement.

Financial Impact

Based upon the 1% sales tax, North Aurora Towne Centre currently generates roughly \$440,000 per year of sales tax, half of which (\$220,000) is currently being rebated back to Preferred Real

Estate. Thus, the Village currently receives roughly \$220,000 in sales tax from the North Aurora Towne Centre. The inline portion of the shopping center is currently generating roughly \$90,000 per year of the total sales tax. If the economic incentive agreement were to be amended and a new agreement was adopted over the terms stated above, the *reduction* in sales tax to the Village would be an estimated \$45,000 per year over the next 2.5 years. Once the original agreement expires in 2.5 years and the new agreement commences, the Village will receive 100% of the sales tax generated within Towne Centre, which will be an estimated \$440,000. \$90,000 per year of that would be rebated back to Preferred Real Estate and the Village would be receiving roughly \$350,000 per year of sales tax.



Operations Committee Discussion

Staff presented this information to the Operations Committee on February 4, 2018. A representative of Preferred Real Estate was present during the discussion and answering several questions of Board members. The proposed amendment to the economic incentive agreement was met with mixed sentiment. While some Board members believe that assisting with the opening of a gym would be beneficial to Towne Centre by increasing foot traffic, others commented that it might not be beneficial to the Village as the use will not generate any additional sales tax. Board members also commented on the general state of North Aurora Towne Centre and asked what was being done to improve the development to attract businesses. Staff noted during this portion of the discussion that ownership of North Aurora Towne Centre is fragmented as there are multiple property owners (other than Preferred Real Estate), which includes Target, JC Penney and Inland. The matter is further complicated by the Operation and Easement Agreement, which is a private agreement established to provide Target, JC Penney and Preferred Real Estate with the ability to regulate the types of businesses that are allowed to open in North Aurora Towne Centre. Some of the Board members mentioned that the OEA is too restrictive and has prevented other businesses from opening in Towne Centre. Staff mentioned that as part of the proposed economic incentive agreement, Preferred Real Estate would be forfeiting any Operation and Easement Agreement

restrictions for permitted uses on all vacant land in perpetuity. During the discussion the representative of Preferred Real Estate mentioned that they would be willing to work with Target and JC Penney in the future work through some of the obstacles of the OEA to help with business attraction. Lastly, certain Board members were not in favor of waiving building permit fees, citing that such action is unprecedented. Staff mentioned that certain impacts have been waived recently for other developments and the permit fee waiver was to help Preferred Real Estate cover the \$1,550,000 buildout cost.

Village Board Discussions

Staff presented the conceptual terms of the agreement to the Village Board on February 18, 2019 at their Committee of the Whole meeting. The Board was generally supportive of the concept and directed staff to proceed with a draft of the amended economic incentive agreement. A draft of the amended agreement was later presented to the Board at their March 4, 2019 Committee of the Whole meeting.

While the Board was mostly supportive of the proposed agreement, applicability of prevailing wage was mentioned at the February 4, 2018 Operations Committee meeting and again during the March 4, 2019 Committee of the Whole meeting. The original draft of the amended agreement did not include prevailing wage as a requirement, but as a majority of the Board wanted it to be included as a requirement, it is now a requirement in the final draft agreement.

Staff has been working through the finer details of the agreement with Preferred Real Estate since the last Board discussion. Aside from minor edits, the provisions pertaining to assignment were changed. The previous draft of the agreement stated that Preferred Real Estate would cease to be a party to the agreement if they sold the property. The way the agreement is written now, Preferred Real Estate can do two things: 1) sell the property and assign the incentive to the buyer; or 2) sell the property and retain the incentive. They can't assign the incentive separate from the sale of the property (except as security for a mortgage tied directly to the improvements). This would allow Preferred to recoup the cost of the buildout (even if they sold the property), but still provide them the opportunity to work with new owners of the property, if necessary. Lastly, a provision was added to the agreement that would require Preferred Real Estate to provide proof of a minimum 10-year lease with UFC Gym.

Attachments:

- 1) Ordinance approving an amendment and extension to the Economic Incentive Agreement for the North Aurora Towne Centre Development

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE APPROVING AN AMENDMENT AND EXTENSION TO
THE ECONOMIC INCENTIVE AGREEMENT
FOR THE NORTH AURORA TOWNE CENTRE DEVELOPMENT

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2019

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2019
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**AN ORDINANCE APPROVING AN AMENDMENT AND EXTENSION TO
THE ECONOMIC INCENTIVE AGREEMENT
FOR THE NORTH AURORA TOWNE CENTRE DEVELOPMENT**

WHEREAS, the original developer of the North Aurora Towne Centre development, which was expected to be the major economic engine for the Village of North Aurora at the time it was developed, entered into an Economic Incentive Agreement with the Village of North Aurora on May 2, 2005 in which the parties agreed to the rebate of sales taxes for a certain period of time to reimburse developer for extraordinary costs of the development (the "Economic Incentive Agreement"); and

WHEREAS, as a result of the economic downturn, historically significant recession, changing real estate and retail market and other factors since the development was completed, the Economic Incentive Agreement has generated only a fraction of the sales taxes that were projected and reimbursed only a fraction of the extraordinary cost of the development that was anticipated; and

WHEREAS, Preferred Real Estate LLC ("Preferred Real Estate") bought a portion of the development consisting of the commercial buildings between the Target and the JC Penney buildings and all of the parking area immediately to the south of the those buildings out to the private east/west drive south of the parking lot on a portion of a tract of land located north of Interstate 88 (East West Tollway) and south of Orchard Gateway Boulevard between Randall Road and Orchard Road in the Village of North Aurora (the "Preferred Property"), and have owned that property for many years; and

WHEREAS, the development has many unimproved, vacant parcels and the improved portions of the development, including the Preferred Property, have buildings that have remained less than significantly unoccupied and underutilized for years since the Economic Incentive Agreement was originally signed; and

WHEREAS, the original developer all of its interest in the Incentive Agreement to Preferred Real Estate in writing by an Assignment and Assumption Agreement on January 29, 2018; and

WHEREAS, Preferred Real Estate is making efforts to attract tenants to the vacant buildings and revitalize the Preferred Property and development as a whole, including specific plans to remodel some of the vacant space for a tenant that would bring significant traffic to the development; and

WHEREAS, the President and Trustees of the Village of North Aurora fact the following additional findings:

- A. The project is expected to create or retain job opportunities within the Village;
- B. The project will serve to further the development of adjacent areas;
- C. Without the agreement, the project would not be possible;
- D. The developer meets high standards of creditworthiness and financial strength as defined by the Economic Incentive Act (65 ILCS 5/11-8-20);

VILLAGE OF NORTH AURORA

- E. The project will strengthen the commercial sector of the Village;
- F. The project will enhance the tax base of the Village; and
- G. The agreement is made in the best interest of the Village.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings and determinations of the President and the Board of Trustees as if fully stated herein.
2. The Amendment and Restatement to the Economic Incentive Agreement in the form attached hereto and incorporated herein by reference as Exhibit "A" (the "Amended Economic Incentive Agreement") is hereby approved;
3. The Village President and Clerk are hereby authorized and directed to sign the Amended Economic Incentive Agreement, and the Village staff are hereby authorized and directed to take all of the actions necessary and appropriate to carry out the terms of the Amended Economic Incentive Agreement from and after the date it is fully executed.
4. This Ordinance shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2019 A.D.

Passed by the Board of Trustees 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 President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2019 A.D.

Dale Berman, Village President

ATTEST:

Village Clerk

VILLAGE OF NORTH AURORA

EXHIBIT A

AMENDMENT AND RESTATEMENT TO
THE ECONOMIC INCENTIVE AGREEMENT
FOR THE NORTH AURORA TOWNE CENTRE DEVELOPMENT

**AMENDMENT AND RESTATEMENT TO
THE ECONOMIC INCENTIVE AGREEMENT
FOR THE NORTH AURORA TOWNE CENTRE DEVELOPMENT**

This AMENDMENT AND RESTATEMENT TO THE ECONOMIC INCENTIVE AGREEMENT FOR THE NORTH AURORA TOWNE CENTRE (the "Amended Agreement") is entered into as of this _____ day of _____, 2019, by and between the VILLAGE OF NORTH AURORA, an Illinois municipal corporation (the "Village") and PREFERRED REAL ESTATE LLC, an Illinois limited liability company (the "Developer. The Village and the Developer are hereinafter individually sometimes referred to as a "Party" and collectively as the "Parties".

RECITALS

A. Developer owns a portion of the commercial shopping center property known as the North Aurora Towne Centre (the "Development") consisting of the commercial buildings between the Target and the JC Penney buildings and all of the parking area immediately to the south of the those buildings out to the private east/west drive south of the parking lot on a portion of a tract of land located north of Interstate 88 (East West Tollway) and south of Orchard Gateway Boulevard between Randall Road and Orchard Road in the village of North Aurora, Kane County, Illinois (the "New Project Property"). The New Project Property is legally described on Exhibit A attached hereto and made a part hereof.

B. The Development, consisting of property located within the corporate limits of the Village identified in an Annexation Agreement dated March 23, 2005 (the "Subject Property") by the authority of which the previous Developer of the Property, RUBLOFF NORTH AURORA, L.L.C. ("Rubloff"), the Village and other parties with an interest in the Development at the time entered into an Economic Incentive Agreement dated May 2, 2005 (the "Incentive Agreement").

C. Rubloff assigned all of its interest in the Incentive Agreement to the Developer in writing by an Assignment and Assumption Agreement entered into by and between Rubloff and the Developer on January 29, 2018.

D. Not long after the Incentive Agreement was signed, the national and local economy went into one of the most impactful recessions in the history of the country, the viability of large retail centers, large retail box stores and brick and mortar retail establishments has languished with no signs of recovering to pre-recession, the Development has never completely built out or filled in, the actual retail sales in the Development have not reached even one third (1/3) of the projections that were expected in 2005, and many of the lots in the Development and buildings in the Subject Property are and have remained vacant.

E. Developer has represented that, in order to redevelop the vacant space within the Project Property, generate additional traffic to the Development and fill the vacant buildings, it will be required to invest substantial sums into the vacant properties (the "New Project

Improvements"). The estimated cost of the New Project Improvements is approximately \$1,500,000.00.

F. Developer has requested the Village amend and restate the Incentive Agreement in regard to the Subject Property and New Project Property in order to reimburse the Developer the cost of the Project Improvements, and Developer has represented that the Redevelopment would not be feasible and would not be accomplished without the economic assistance to be given by the Village pursuant to an amendment and restatement of the Incentive Agreement.

G. The President of Board of Board of Trustees of the Village, after due and careful consideration, has concluded that the Redevelopment will benefit the Village by (i) creating job opportunities within the Village, (ii) enhancing the tax base of the Village to the benefit of the Village and other governmental entities, (iii) strengthening the commercial sector of the Village, (iv) serving to further development of other properties in the Village; and (v) spurring on the viability of the Development that would not occur without the benefits provided by amending and restating the Incentive Agreement.

H. The buildings in the New Project Property to be built out are vacant and have been so for more than one year prior to the date of this Amended Agreement, and the Subject Property as a whole is significantly underutilized.

I. The President of Board of Board of Trustees of the Village have concluded that (i) the powers being exercised hereunder are in furtherance of and essential to the best interests of the Village and its residents, and (ii) without the amendment to the Incentive Agreement, the Redevelopment would not occur and would not be feasible.

J. The President of Board of Board of Trustees of the Village have further concluded that it is in the best interests of the Village to continue to provide economic assistance to the Developer from retailers' occupation taxes and retailers' service occupation taxes that are generated by the retail sales on the Subject Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. RECITALS. The recitals set forth above are true and accurate and are expressly incorporated into this Agreement by this reference as if fully set forth in this Article 1.

ARTICLE 2. DEFINITIONS. For purposes of this Amended Agreement, unless the context clearly requires otherwise, the words and terms used in this Amended Agreement have the same definitions as in the original Incentive Agreement, except as follows:

Adjusted Original Commencement Date means January 1, 2019.

Adjusted Original Percentage means the Sales Taxes returned to the Village by the Department as a result of the retail sales on the Adjusted Subject Property that shall be equal to one percent (1%) of the total taxable retail sales on the Adjusted Subject Property.

Adjusted Original Termination Date means the end of October 2021.

Adjusted Subject Property means the original Development excluding all of the unimproved, vacant land as of the Effective Date of this Amended Agreement.

Development means the North Aurora Towne Centre.

Director means the Village's Director of Finance.

New Project Annual Reimbursement Cap means one hundred twenty thousand dollars (\$120,000) annually.

New Project Commencement Date means November 1, 2021.

New Project Improvements means the improvements described in paragraph E of the Recitals in the New Project Property.

New Project Property means the real property legally described in Exhibit A.

New Project Reimbursement Percentage means the Sales Taxes returned to the Village by the Department as a result of the retail sales on the Subject Property that shall be equal to one percent (1%) of the total taxable retail sales on the Project Property.

New Project Reimbursement Period means the period of time commencing on the Extended Commencement Date and ending on the fifteenth (15th) anniversary of the Extended Commencement Date.

New Project Reimbursement Termination Date means the date that is the end of the New Project Reimbursement Period.

Project Reimbursement Percentage means the Sales Taxes returned to the Village by the Department as a result of the retail sales on the Subject Property that shall be equal to one half percent (0.5%) of the total taxable retail sales on the Adjusted Subject Property.

Sales Tax Year means the one-year period commencing on the New Project Commencement Date and each of the 14 succeeding years thereafter

Termination Date means the date the Director makes final distribution that is due under this Amended Agreement at the end of the New Project Reimbursement Period.

ARTICLE 3. REMOVAL OF VACANT PROPERTY FROM INCENTIVE

All property in the Development that is currently unimproved is hereby removed from application of the sales tax rebate from and after the Effective Date of this Amended Agreement, leaving only the Adjusted Subject Property subject to the Adjusted Original Percentage through the Adjusted Original Termination Date and the New Project Property subject to the New Project Reimbursement Percentage through the New Project Reimbursement Termination Date.

ARTICLE 4. INCREASED SALES TAX REIMBURSEMENT FOR REMAINDER OF ORIGINAL TERM

Contingent on the completion of the New Project Improvements, issuance of a certificate of occupancy therefore (consistent with the North Aurora Municipal Code provisions) and proof of an executed Lease for the space for the New Project Improvements with a minimum term of ten (10) years delivered to the Village on or before the Adjusted Original Termination Date, the Project Reimbursement Percentage that is paid out to the Developer shall be and is hereby increased to the Adjusted Original Percentage amount as of the Adjusted Original Commencement Date, with the intention that the Developer shall receive the Adjusted Original Percentage amount for the New Project Property, and the Project Reimbursement Percentage shall continue on the rest of the Adjusted Subject Property, retroactive to the Adjusted Original Commencement Date through the Adjusted Original Termination Date.

ARTICLE 5. CONSTRUCTION AND DOCUMENTATION OF THE PROJECT IMPROVEMENTS

A. **CONSTRUCTION.** Developer agrees to commence construction of the New Project Improvements as soon as practicable. Developer agrees that the construction of the New Project Improvements shall be in compliance with all Village ordinances, codes, rules and regulations. In addition, the Developer agrees that the rehabilitation of the New Project Property shall comply with the applicable requirements of all other government agencies.

B. **DOCUMENTATION.** Developer shall provide to the Village, in addition to any other documentation required by other provisions of this Amended Agreement, all documentation related to the cost of the New Project Improvements as completed, including, without limitation, all invoices, billing statements, payment receipts, and other documentation supporting the payments made and actual cost for the completed New Project Improvements.

ARTICLE 6. REIMBURSEMENT TO DEVELOPER OF NEW PROJECT REIMBURSEMENT AMOUNT

Contingent on the completion of the New Project Improvements and issuance of a certificate of occupancy therefore (consistent with the North Aurora Municipal Code provisions) on or before the Adjusted Original Termination Date, beginning on the New Project Commencement Date the Village agrees to rebate to the Developer the New Project Reimbursement Percentage amount on a quarterly basis from the sales tax generated on the New Project Property through the New Project Termination Date, subject to the following limitations:

A. The New Project Reimbursement Percentage shall be capped in each year at no more than New Project Annual Reimbursement Cap;

B. There is no guaranty that the Developer will receive the New Project Reimbursement Percentage equivalent to the New Project Annual Reimbursement Cap in each year.

C. No sales taxes exceeding the New Project Annual Reimbursement Cap in any year shall be paid to the Developer in subsequent years;

D. The Village shall have the obligation to pay to the Developer only the New Project Reimbursement Percentage in each year, subject to the New Project Annual Reimbursement Cap up to the date of the New Project Reimbursement Termination Date.

E. Developer bears the risk that the costs of the New Project Improvements may exceed the New Project Reimbursement Percentage that Developer actually receives pursuant to the terms of this Amended Agreement.

ARTICLE 7. REMITTANCE OF REIMBURSEMENT PERCENTAGE OF SALES TAX

In lieu of maintaining a Project Account as provided in the original Incentive Agreement, and subject to the limitation in Article 6 above, the Village shall continue to collect the sales tax on the Adjusted Subject Property through the Adjusted Original Termination Date and to collect the sales tax on the Project Property through the New Project Reimbursement Termination Date for the purposes of this Amended Agreement as Sales Taxes are received from the Department and remit to the Developer the Adjusted Original Reimbursement Percentage of Sales Taxes generated on the Adjusted Subject Property through the Adjusted Original Termination Date and remit the New Project Reimbursement Percentage of Sales Taxes generated on the Project Property through the New Project Reimbursement Termination Date.

ARTICLE 8. DOCUMENTATION OF SALES.

A. The Village shall continue to request the necessary information from the State in order to reimburse the appropriate percentage of Sales Tax collected in keeping with the Incentive Agreement and this Amended Agreement.

B. The Village agrees that it shall continue to maintain the confidentiality of the information regarding Sales Taxes described above to the extent permitted by law.

ARTICLE 9. TERM.

On the Termination Date, the Agreement as amended hereby shall become null and void and of no further effect whatsoever without further action on the part of the Village or any other person, firm or corporation, and any and all amounts of money held by the Village, after

reimbursement of all that is due to the Developer, shall remain in the Village's General Fund for use by the Village for general corporate purposes.

ARTICLE 10. MUTUAL ASSISTANCE

The Village and Developer agree to do all things necessary or appropriate to carry out, and to aid and assist each other in carrying out, the terms of this Agreement and in implementing the Parties' intent, as reflected by the terms of this Agreement.

ARTICLE 11. GOVERNING LAW, WAIVER AND NOTICES

This Agreement shall be governed by the laws of the State of Illinois and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Circuit Court of the 16th Judicial Circuit, Kane County, Illinois. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement. Any notices required in this Agreement shall be effective when in writing sent by the other Party via certified mail, return receipt requested, or delivered in person to an officer of such Party to be notified at the following addresses or faxed or emailed to the following facsimile numbers or email addresses:

All notices to the Village shall be sent to:

Village of North Aurora
Attn: Village Administrator
25 E. State Street
North Aurora, IL 60542
Fax: 630/897-8228

With copy to:

Kevin G. Drendel
Drendel & Jansons Law Group
111 Flinn Street
Batavia, IL 60510
Fax: 630/406-6179

All notices to Developer shall be sent to:

Preferred Real Estate, LLC.
Attn: Doruk A. Borecki
55 W. Monroe, Suite 3330
Chicago, IL 60603
Email: Doruk@Borecki.com
dvitale@Borecki.com

With copy to:

Daniel C. Cole
Ginsberg Jacobs, LLC
300 Wacker Drive Suite 2750
Chicago, IL 60606
Fax: (312) 660-9612
Email: dcole@ginsbergjacobs.com

or to such other addresses as a Party may designate for itself by notice given from time to time to the other Parties in the manner provided herein. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. Mail, in the case of notice sent by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the date and time of transmittal.).

ARTICLE 12. DEFAULT.

Upon the occurrence of a default by a Party in the performance of an obligation under this Agreement, which default is not cured within thirty (30) days after receiving a written notice from a non-defaulting Party, or action is not commenced by the defaulting Party to cure said default within said 30-day period and said default is not cured within a reasonable time thereafter, the non-defaulting Party may file an action at law or equity, including an action for specific performance, to enforce the terms and conditions of this Agreement.

ARTICLE 13. ADDITIONAL OBLIGATIONS.

A. **ADDITIONAL VILLAGE INCENTIVE.** In addition to the sales tax rebate that is described in this Amended Agreement, the Village shall waive all permit fees applicable to the Developer for the New Project Improvements.

B. **ADDITIONAL DEVELOPER AGREEMENT.** In addition to the other Developer obligations under this Amended Agreement, the Developer hereby agrees and shall refrain from exercising its rights under Article V, Section 5.1 of the Operation and Easement Agreement Among Target Corporation, Kohl's Illinois, Inc. and Rubloff North Aurora, L.L.C. dated May 20, 2005 (the "OEA"), as amended, relating to the uses that are permitted, limited and prohibited in the Development, and Developer shall use its best efforts, without being required to violate the terms of the OEA, to encourage the allowance of other businesses in the Development in harmony with the village Zoning Code even if those businesses might involve uses that would be in violation of the OEA.

ARTICLE 14. SALE OR ASSIGNMENT. Once the New Project Reimbursement amount is triggered to be paid as provided in ARTICLE 6, the Developer may freely sell the New Project Property, or any portion thereof, and assign the right to receive the reimbursements prescribed in this Amended Agreement or to retain them, as the Developer determines, in conjunction with such sale, and the Developer may assign this Amended Agreement to a lender as security for a loan. Developer may not assign this Amended Agreement except as expressly stated herein.

ARTICLE 15. PREVAILING WAGE ACT.

Developer shall comply with the Prevailing Wage Act 820 ILCS 130/.01 et seq. in the construction of the New Project Improvements as follows:

A. **CONTRACTS.** Developer shall insure that every contract and subcontract, purchase order and invoice (in the event there is no written contract) related to the New project Improvements must contain a written requirement that all work done under such contract, subcontract, purchase order or invoice must be done in compliance with the Prevailing Wage Act, including the obligation to pay not less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work on the New Project Improvements.

B. **CERTIFIED MONTHLY PAYROLL REPORTS.** Developer shall submit certified monthly payroll reports to the State as required by 820 ILCS 130/5.

C. **BOND.** Any bond or other surety furnished under this Agreement shall include such provisions as will guarantee the faithful performance of this prevailing wage clause.

D. **INDEMNIFICATION AND HOLD HARMLESS.** Compliance with the Prevailing Wage Act shall be the Developer's obligation, and the Developer shall indemnify and hold harmless the City from and against liabilities that might attach for non-compliance.

E. **LIMITATION.** It is acknowledged and agreed that the provisions of this Article 14 apply only to the construction of the New Project Improvements, and not to the maintenance, repair and or replacement of the New Project Improvements following initial construction or to any other improvements of the Developer's property that is not being subsidized by the Sales Tax Incentive provided by this Amended Agreement.

16. MISCELLANEOUS.

A. **APPROPRIATION OF FUNDS.** To the extent the Village is required to do so by law, the Village shall take such actions in each year during the Term of this Agreement to appropriate funds pursuant to Illinois law to satisfy its obligations to Developer and Owner hereunder.

B. **INTEGRATION.** This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated by this Agreement. All prior agreements, negotiations, and understandings are expressly merged herein and superseded hereby. All exhibits to this Agreement are expressly incorporated herein by this reference thereto.

C. **SEVERABILITY.** Each section of this Agreement, and each sentence, clause or phrase contained in such section, shall be considered severable and, if, for any reason, any section, or any sentence, clause or phrase contained in such section, is determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation, effect, enforceability or validity of the remaining portions of this Agreement.

D. **AMENDMENT**. The Amended Agreement amends, restates and supersedes all of the provisions of the Incentive Agreement as expressly stated herein. Any provisions that are not expressly amended or restated shall continue in full force and effect. If there is any conflict between this Amended Agreement and the original Incentive Agreement, this Amended Agreement shall control. The Agreement may be amended further by, and only by, a written instrument signed by the Parties.

E. **SUCCESSORS AND ASSIGNS**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent that an assignment is permitted herein.

F. **CONSTRUCTION**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

G. **TIME IS OF THE ESSENCE**. Time is of the essence of this Agreement and of each and every provision hereof.

H. **EFFECTIVE DATE**. The "Effective Date" of this Agreement shall be the date of its execution by last Party to sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF NORTH AURORA,
an Illinois municipal corporation

PREFERRED REAL ESTATE, LLC
an Illinois limited liability company

By: _____
President

By _____
Manager

ATTEST

By: _____
Village Clerk

Date of signing: _____

Date of signing: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROJECT PROPERTY

LOT 1 OF THE FIRST RESUBDIVISION OF LOTS 3 AND 4 OF NORTH AURORA TOWNE
CENTRE IN THE VILLAGE OF NORTH AURORA, IN KANE COUNTY, ILLINOIS
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 2006 AS DOCUMENT
2006K096035