

#### NORTH AURORA VILLAGE BOARD MEETING MONDAY, APRIL 15, 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. FY 2019-20 Draft Budget

#### **PRESENTATION**

1. Cort Carlson - Aurora Area Convention & Visitors Bureau

#### **PROCLAMATIONS**

- 1. Arbor Day
- 2. Volunteer Appreciation Month

#### **AUDIENCE COMMENTS**

#### TRUSTEE COMMENTS

#### **CONSENT AGENDA**

- 1. Village Board Minutes dated 04/01/2019; C.O.W. Minutes dated 4/01/2019
- 2. Travel and Expenses for Business Purposes in the Amount of \$185.00
- 3. Resolution Accepting Public Improvements for the Property Located at 310 S. Lincolnway
- 4. Bills List dated 4/15/2019 in the Amount of \$150.000.03

#### **NEW BUSINESS**

- Approval of an Intergovernmental Agreement with Fox Valley Park District for the July 3, 2019 Fireworks display
- 2. Approval of a Special Events Permit for July 3, 2019 Fireworks (Independence Day)
- 3. Approval of a Resolution Designating the July 3, 2019 Independence Day Fireworks
  Celebration as a Village Sponsored Event and Allowing the Consumption of Liquor in North
  Aurora Riverfront Park

- 4. Approval of a Resolution for the Expenditure of MFT funds for Maintenance Operations
- 5. Approval of a Bid in the Amount of **\$1,869,424.25** from Geneva Construction for the 2019 Street Improvements Program
- 6. Approval of a Resolution Renewing an Intergovernmental Agreement between the Village of North Aurora and Kane County Animal Control for Animal Control Services

#### **OLD BUSINESS**

#### **VILLAGE PRESIDENT**

1. North Aurora Days Appointment(s)

**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



## **PROCLAMATION**

### **Arbor Day 2019**

**WHEREAS,** in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the whole world; and

**WHEREAS**, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

**NOW, THEREFORE, BE IT PROCLAIMED**, I, Dale Berman, Village President of the Village of North Aurora do hereby proclaim April 26, 2019 as

#### "ARBOR DAY"

Lori Murray, Village Clerk

to protect our tree	es and woodlands, and furthe	ens to celebrate Arbor Day and to support efforts r, I urge all citizens to plant trees to gladden the uture generations on this 26 <sup>th</sup> day of April, 2019.
Dated this	_ day of	, 2019
ATTEST:		Dale Berman, Village President



## **PROCLAMATION**

## APRIL 2019 NATIONAL VOLUNTEER APPRECIATION MONTH

**WHEREAS**, the Village of North Aurora has benefited from the service of numerous outstanding volunteers during the year; and

**WHEREAS**, an underpinning of a decent and just society is the willingness of the people to work together for the common good; and

**WHEREAS**, the positive energy of selfless individuals mobilized in service can stem the tide of social afflictions, enrich our recreational and cultural lives, safeguard our personal safety, and contribute to the efficiency and positive effect of government services; and

WHEREAS, volunteering creates an opportunity to better oneself; and

**WHEREAS,** it is incumbent upon all of our citizens to salute our dedicated volunteers and celebrate the volunteer programs which contribute to life in the Village;

**NOW, THEREFORE, BE IT PROCLAIMED** that I, Dale Berman, Village President, and the Board of Trustees of North Aurora on this the 15th day of April, 2019, proclaim that April be recognized as National Volunteer Appreciation Month in the Village of North Aurora.

Dated this day of	2019
ATTEST:	Dale Berman, Village President
Lori Murray, Village Clerk	<del>_</del>

## VILLAGE OF NORTH AURORA VILLAGE BOARD MEETING MINUTES APRIL 1, 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 Mark Carroll, Trustee Mark Guethle, Village Clerk Lori Murray. Not in attendance: Trustee Laura Curtis and Trustee Tao Martinez.

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

<u>AUDIENCE COMMENTS</u> - None <u>TRUSTEE COMMENTS</u> - None

#### **CONSENT AGENDA.**

- 1. Village Board Minutes dated 3/18/2019; C.O.W. Minutes dated 3/18/2019
- 2. Travel and Expenses for Business Purposes in the Amount of \$35.00
- **3.** Resolution Acknowledging Satisfaction of the One-Year Maintenance Requirements for the Improvements for the Orchard Commons Development, North Aurora and Release of the Letter of Credit
- 4. Resolution Accepting a Grant of Easement in the Liberty Business Center
- 5. Interim Bills List dated 3/20/2019 in the Amount of \$186,488.22
- **6.** Bills List dated 4/1/2019 in the Amount of \$41,614.40

Motion for approval made by Trustee Gaffino and seconded by Trustee Guethle. **Roll Call Vote**: Trustee Gaffino – yes, Trustee Lowery – yes, Trustee Carroll – yes, Trustee Guethle – yes. **Motion approved (4-0)**.

#### **NEW BUSINESS**

1. Approval of a Proposal and Agreement from Fundways of Illinois, Inc. for the North Aurora Days Carnival

Motion for approval made by Trustee Lowery and seconded by Trustee Carroll. Trustee Lowery – yes, Trustee Gaffino – yes, Trustee Gaffino – yes, Trustee Guethle – yes. **Motion approved** (4-0).

2. Approval of a Special Events Permit for North Aurora Days

Motion for approval made by Trustee Gaffino and seconded by Trustee Lowery. **Roll Call Vote**: Trustee Gaffino – yes, Trustee Lowery – yes, Trustee Carroll – yes, Trustee Guethle - yes. **Motion approved (4-0)**.

## 3. Approval of a License Agreement with Randall Oaks LLC for the North Aurora Days Fireworks Display

Motion for approval made by Trustee Carroll and seconded by Trustee Lowery. **Roll Call Vote**: Trustee Carroll – yes, Trustee Guethle – yes, Trustee Lowery –yes, Trustee Gaffino – yes. **Motion approved (4-0)**.

- **4. Approval of a Resolution Approving a North Aurora Public Works Policies Manual** Motion for approval made by Trustee Guethle and seconded by Trustee Carroll. **Roll Call Vote**: Trustee Guethle yes, Trustee Carroll yes, Trustee Lowery yes, Trustee Gaffino yes. **Motion approved (4-0)**.
  - 5. Approval of an Ordinance Amending the North Aurora Code Section 5.08.350 to increase the

Number of Class M Liquor Licenses Authorized in the Village of North Aurora My Place Hotel had recently decided not to renew their license. They were looking at leasing out their bar to an outside company. However, they have now decided to keep their license. Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. Roll Call Vote: Trustee Guethle – yes, Trustee Carroll – yes, Trustee Lowery – yes, Trustee Gaffino – yes. Motion approved (4-0).

OLD BUSINESS – None
VILLAGE PRESIDENT – None
COMMITTEE REPORTS – None
TRUSTEES' COMMENTS - None
ADMINISTRATOR'S REPORT - None
ATTOREY'S REPORT - None

#### VILLAGE DEPARTMENT REPORTS

- **1. Finance** the budget overview was discussed at the last meeting and the item is anticipated to be on the agenda for the next Committee of the Whole meeting.
- **2.** Community Development None
- 3. Police None
- 4. Public Works None

#### **ADJOURNMENT**

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

Respectfully Submitted,

Lori J. Murray Village Clerk

#### VILLAGE OF NORTH AURORA COMMITTEE OF THE WHOLE MEETING MINUTES APRIL 1, 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 Mark Carroll, Trustee Mark Guethle, Village Clerk Lori Murray.

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel.

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

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

#### **DISCUSSION**

#### 1. Sugar Grove Boundary Line Agreement

Sugar Grove Boundary Line Agreement – In September 2015, the Village approved a 20-year agreement with the Village of Sugar Grove. In reviewing the boundary line agreement exercise with the City of Batavia and the City of Aurora, the village has had to revisit the boundary line with Sugar Grove. From I-88 to the terminus of Section 35. The village is wanting to extend the boundary line agreement in order to work out the boundary line agreement with Batavia. There is additional territory the village is in discussions with in Batavia that would be to the north. The village is looking to amend the boundary line with Sugar Grove. The City of Batavia is as well. It would pick up at the point of termination at the north and continue to Norris Road and north to Bliss Road and then north to Main Street.

The village would have to go through a public hearing process and would bring it back at a later date if the board is amenable. The village is looking to establish another 20-year agreement.

Bosco explained that Sugar Grove can go north of North Aurora all the way into unincorporated Batavia and have the same rights to that land that the village would if Batavia came to the village and said we both agree to have a boundary line here. Sugar Grove can still have a boundary line agreement separate with Batavia that would give them rights to land that the Village would also have rights to with Batavia. By doing this, we are making a delineation point where Sugar Grove stops, the Village of North Aurora starts and Batavia potentially would stop. Sugar Grove is in agreement with this plan and will be talking to their board tomorrow night.

Toth noted that this agreement is saying that Batavia and North Aurora would not be able to go further west than Bliss Road.

Bosco said that under the current boundary agreement, if they did nothing, the Village of North Aurora would lose land because Sugar Grove has the rights for 17 more years to more land. Sugar Grove is giving North Aurora more land in this agreement.

Bosco said, for the record, that the map is not accurate yet. The shaded areas are for discussion for potential North Aurora.

The Board was in agreement to move forward.

#### **ADJOIURNMENT**

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

Respectfully Submitted,

Lori J. Murray Village Clerk

## Monday, April 15, 2019 Village Board Meeting

## **Travel and Expenses for Business Purposes**

			And the second		
NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	A	MOUNT
Trustee Mark Guethle	Aurora Area Convention and Visitors Bureau Annual Meeting	Expense	3/14/2019	\$	35.00
Trustee Mark Carroll	State of the Village Lunch - Aurora Regional Chamber of Commerce	Expense	4/10/2019	\$	30.00
Trustee Mark Gaffino	State of the Village Lunch - Aurora Regional Chamber of Commerce	Expense	4/10/2019	\$	30.00
Trustee Mike Lowery	State of the Village Lunch - Aurora Regional Chamber of Commerce	Expense	4/10/2019	\$	30.00
Trustee Laura Curtis	State of the Village Lunch - Aurora Regional Chamber of Commerce	Expense	4/10/2019	\$	30.00
Dale Berman	State of the Village Lunch - Aurora Regional Chamber of Commerce	Expense	4/10/2019	\$	30.00
			TOTAL	\$	185.00



## **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 Informat	tion			
Name: Mark (	Suethle	Event: A	ACVB	
	TRUSTEE		annual M	etina
Date From: 3/14/19	7	14/19	Method of Travel:	0
Destination:	WRORA		Zip Code:	
Department: VILLA 6-0	E BOARD	GL Account Number:		
Expense Information (Pleas	se see the back of this form for limit	tations and the excerpt for Sec	cton 9.10 of the HR Manual)	
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates for
Transportation To/From Event				North Aurora and Kane County (1)
Lodging				Breakfast: \$11.00
Transportation During Event				Lunch: \$12,00
Registration	3500	35.00		
Meal & Tips / Gratuities				Dinner: \$23.00
Miscellaneous				**Per Diems Include Tips and Gratuities
Describe Miscellaneous:				**Localities outside this proximity
TOTAL EXPENSES	3500	3500		may result in different per diem rates and can be found at gsa.gov
By signing below, the employee/official allowable to the best of their knowledge Estimate Expense Approval Employee	affirms that he/she understands the.		9.10 of the Village's HR Manual) o	ind certifies a <b>ll</b> expenses are
Immediate Supv:				
Executive Asst.: Cincle Torrace Date 4/8/19			4/8/19	
Actual Expense Approval				, ,
Employee	LOVE GUETH	le ct	Date	
Dept. Head:			Date	
Executive Asst.:	ind Tor	Laco	Date 4	1/8/19
o any <b>actual expense(s)</b> or <b>reimburs</b>	able requests exceed the maxim	num allowable amounts per	policy? No O	es If Yes, Explain Below
illage Board Roll Call Vote Approval, if	necessary: YEA	O NAY Date		



April 1, 2019

**INVOICE #: A-M 2019** 

Village of North Aurora

Registration for AACVB Annual Meeting March 14, 2019

(2) @/ \$35.00

Total Due:

\$70.00

Steve Bosco Mark Guethle

Make Check Payable to:

Aurora Area Convention & Visitors Bureau
43 W. Galena Blvd
Aurora, IL 60506

## eventbrite

# 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



9029565451127040580001

#### Do you organize events?

Start selling in minutes with Eventbrite! www.eventbrite.com



## **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 Informa	tion			
Name: TRUSTEES G Position: VILLAGE	AFFINO, CARROL, LOWERY, DAL	Event:	STATE OF	VILLAGE
Position: VILLAGE	BOARD BE	ERMA Burpose: A	URDRA REGIO	NAL CHAMBER
Date From: 4-10-1	A .	10-19	Method of Travel:	
Destination:			Zip Code:	
Department:		GL Account Number:		
Expense Information (Please	se see the back of this form for limit	ations and the excerpt for Sec	ton 9.10 of the HR Manual)	
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates for
Transportation To/From Event		1		North Aurora and Kane County (1)
Lodging				Breakfast: \$11,00
Transportation During Event				Lunch: \$12,00
Registration	150.00	150.00		
Meal & Tips / Gratuities	130.00	700.0		Dinner: \$23.00
Miscellaneous				**Per Dierns Include Tips and Gratuities
Describe Miscellaneous:				**Localities outside this proximity
TOTAL EXPENSES	150.00	150.00		may result in different per diem rates and can be found at gsa.gov
	100.00	100	.	
Signatures By signing below, the employee/official allowable to the best of their knowledge Estimate Expense Approval Employee	affirms that he/she understands the.			and certifies all expenses are
Immediate Supv:			Date	
Executive Asst.:	Tinly Ja	laco	Date	4-8-19
Actual Expense Approval				
Employee	Village Box	ed ex	Date	4-8-19
Dept. Head:			Date	
Executive Asst.:	uly Vorra	co	Date	4-10-19
o any <b>actual expense(s) or reimbur</b>	sable requests exceed the maxim	num allowable amounts per p	policy? No	Yes If Yes, Explain Below
illage Board Roll Call Vote Approval, if	f necessary: YEA	O NAY Date		

Date

### **Invoice**

**AURORA REGIONAL CHAMBER OF COMMERCE** 43 W. Galena Blvd Aurora, IL 60506

DATE	INVOICE#
4/3/2019	124965

CVS # \_\_\_\_\_

Exp Date \_\_\_\_\_

DILL	10			
Vill 25 I	gie Blaser age of North Aurora E. State St. th Aurora, IL 60542			FEIN 36-2441491
			P.O. NUMBER	TERMS
				UPON RECEIPT
QUANTITY	DESCRIPTION	_	RATE	AMOUNT
1 1 1 1 1 1 1	State of the Village Lunch (Steven Bosco)  Mark Gaffino  Mike Toth  Mark Carroll  Mike Lowery  David Fisher  Dale Berman  Cindy Torraco		30.00 30.00 30.00 30.00 30.00 30.00 30.00	30.00 30.00 30.00 30.00 30.00 30.00 30.00
Pay your Char address you p	mber invoices online. Simply go to www.chamberlogin.com. E rovided and the password you created. Click "Settings" at the t	nter the email	TOTAL	\$240.00
the left colum	n to Make a Payment. If you are unsure of your login name and 630) 256-3180 or info@aurora-chamber.com. Thank you.	l/or password, please	PAYMENTS/CREDITS	\$0.00
			BALANCE DUE	\$240.00
	charged \$ Name on card		Express.	
	s on card with ZIP code			
			CVS #	<u> </u>

#### THANK YOU FOR YOUR CONTINUED SUPPORT

Signature of cardholder

Email address for receipt \_\_\_\_\_

## **Invoice**

AURORA REGIONAL CHAMBER OF COMMERCE 43 W. Galena Blvd Aurora, IL 60506

DATE	INVOICE#
4/3/2019	124970

BILL	то			
Villa 25 E	ra Curtis age of North Aurora State St. rh Aurora, IL 60542			FEIN 36-2441491
			P.O. NUMBER	TERMS
				UPON RECEIPT
QUANTITY	DESCRIPTION		RATE	AMOUNT
1	State of the Village Lunch Ticket (Laura Curtis)		30.00	30.00
Pay your Chamber invoices online. Simply go to www.chamberlogin.com. Enter the email address you provided and the password you created. Click "Settings" at the top and "Billing" in		TOTAL	\$30.00	
the left column to Make a Payment. If you are unsure of your login name and/or password, please contact us at (630) 256-3180 or info@aurora-chamber.com. Thank you.		d/or password, please	PAYMENTS/CREDITS	\$0.00
			BALANCE DUE	\$30.00
Amount to be	charged \$ Name on card s on card with ZIP code			
Card number CVS #				
Signature of cardholder Exp Date			<u></u>	
Email address	for receipt			



### **REMPE-SHARPE**

& Associates, Inc.

#### **Principals**

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

#### **CONSULTING ENGINEERS**

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

April 3, 2019

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

Attn:

Mike Toth

Re:

North Aurora Storage, L.L.C.

File:

NA-224

Dear Mike,

The North Aurora Village Board confirmed completion of Public Improvements for the 310 S. Lincolnway North Aurora Storage, L.L.C., and initiated the requisite one (1) year maintenance period on April 2, 2018. At this time, the Village Engineer has confirmed that the Village staff do not have issues or comments, and all watermain improvements are confirmed as completed and acceptable.

Therefore, the Village Engineer recommends that the Village Board close the one-year maintenance period; and upon receipt of Bill of Sale, fully accept the improvements and release the maintenance public surety (L.O.C.) to the developer. (Full Reduction of \$27,680.20 Balance for Public Surety)

Wintrust L.O.C.#	SB161670021
Original L.O.C. Amount Previous Reduction One Year Maintenance Contingency Balance	\$138,401.00 - <u>\$110,720.80</u> \$27,680.20
This Full Acceptance Reduction Balance Extended	<u>-\$27,680.20</u> \$0.00

(Bill of Sale required from Developer)

Please call with any issue or question.

Sincerely,

REMPE-SHARPE & ASSOCIATES, INC.

BY:

Jim Bibby, P.E., S.F

**Enclosures** 

#### VILLAGE OF NORTH AURORA

RESOLUTION	No.	
------------	-----	--

## RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE PROPERTY LOCATED AT 310 S LINCOLNWAY

WHEREAS, the Village of North Aurora acknowledged the substantial completion of the water main improvements associated with the property located at 310 S. Lincolnway by Resolution #R18-04-02-01 dated April 2, 2018 (the "Public Improvements"), and the one-year maintenance requirement began from and after that date; and

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

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

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 15<sup>th</sup> day of April, 2019, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 15th day of April, 2019, A.D.

Mark Carroll	Laura Curtis
Mark Gaffino	Mark Guethle
Michael Lowery	Tao Martinez
Approved and signed by me Kane County, Illinois this day	e as President of the Board of Trustees of the Village of North Aurora, of, 2019, A.D.
ATTEST:	Village President
Village Clerk	

#### Exhibit 'A' - Bill of Sale

## BILL OF SALE FOR THE TRANSFERRING OF PUBLIC IMPROVEMENTS FROM DEVELOPER TO VILLAGE OF NORTH AURORA

KNOW ALL MEN BY THESE PRESENTS, Next Door Storage, LLC (Developer) in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant, sell, transfer, and deliver to the Village of North Aurora, a Municipal Corporation of Illinois, located in Kane County, Illinois (Village), the ductile iron water main and all appurtenances thereto installed by or on behalf of the Developer at the direction of the Village and pursuant to the obligations of the Developer to the Village (the "Public Improvements").

The developer hereby represents that all of the Public Improvements being transferred by this Bill of Sale installed by the developer to date in the development associated with the property commonly known as 310 S. Lincolnway, North Aurora, Kane County, Illinois have all been constructed within publicly dedicated rights-of-way or easements granted for the purpose of those Public Improvements.

The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village the ownership in the Public Improvements described herein. The Developer does hereby covenant that it is the lawful owner of the Public Improvements described above; that such items are free from all encumbrances; that the Developer has the right to sell the same as aforesaid; that the Developer warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of the Developer upon which the Village is intended to rely.

This Bill of Sale is conditioned Board.	on and subject to fe	ormal acceptance by resolution of the Village
Dated this day of	, 2019.	Next Door Storage, LLC
		By Its manager

## Accounts Payable To Be Paid Proof List

User: Ablaser

Printed: 04/10/2019 - 2:12PM Batch: 00502.04.2019



Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation 039020 PD Coffee VH Custodial Supplies PD Custodial Supplies VH Paper Towels	- Total:	122.16 239.52 165.08	01-445-4421 01-445-4421 01-445-4421 01-445-4421 *Vendor Total	Custodial Supplies Custodial Supplies Custodial Supplies Custodial Supplies	PSI263836 PSI264496 PSI264504 PSI265884	3/21/2019 3/25/2019 3/25/2019 3/28/2019	04/15/2019 04/15/2019 04/15/2019 04/15/2019
Accela, Inc. #774375 034670 Web Payments/ March 2019 Web Payments/ April 2019	- Total:	1,099.00	60-445-4510 60-445-4510 *Vendor Total	Equipment/IT Maint Equipment/IT Maint	INV-ACC44 INV-ACC45		04/15/2019 04/15/2019
Ace Hardware 000030 Fastners	- Total:		01-445-4510 *Vendor Total	Equipment/IT Maint	03312019	3/31/2019	04/15/2019
Aflac 030540 AFLAC- April 2019	- Total:		01-000-2053 *Vendor Total	AFLAC	052575	4/1/2019	04/15/2019
<b>AIM</b> 046510 Flex- Mar 2019	- Total:		01-430-4267 *Vendor Total	Finance Services	00030949	4/1/2019	04/15/2019
Alexandra Adams 467817 Appraisal	Total:		12-438-4280 *Vendor Total	Professional/Consulting Fees	221	4/3/2019	04/15/2019
Amalgamated Bank 024400 Fiscal Agent Fee 2017 GO		475.00	60-445-4709	Fiscal Agent Fee	1856472003	4/1/2019	04/15/2019

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Clarke Environmental Mosquito							
000300 Mosquito Control- May 2019		14,351.50	01-445-4521	Mosquito Control	001004899	4/25/2019	04/15/2019
	Total:	14,351.50	*Vendor Total				
		,					
Coffman Truck Sales, Inc. 000320							
Wtr Pmp Replacemt/Fan Shroud-	<sup>‡</sup> 183	1,478.02	60-445-4511	Vehicle Repair and Maint	1296666	4/5/2019	04/15/2019
	Total:	1,478.02	*Vendor Total				
Comcast Cable 040740							
Internet Service- PD/April 2019		222.80	01-440-4652	Communications	8771200610	1(3/20/2019	04/15/2019
Internet Service- PD/Jan 2019			01-440-4652	Communications	8771200610		04/15/2019
Internet Service- ETP/April 2019		151.85	60-445-4652	Communications	8771200610	1(4/2/2019	04/15/2019
	Total:	597.45	*Vendor Total				
Commercial Tire Services, Inc.							
038680 Tires (4)		570.00	01-445-4511	Vehicle Repair and Maint	3330021735	3/25/2019	04/15/2019
Tires (4)			01-445-4511	Vehicle Repair and Maint	3330021783		04/15/2019
	Total:	1,695.50	*Vendor Total				
Commonwealth Edison							
000330 Street Lights/Rt 56 & Rt25		126.20	10-445-4660	Street Lighting and Poles	1425064018	10/9/2018	04/15/2019
	Total:	126 20	*Vendor Total				
	rour.	120.20	venuor roun				
Constellation NewEnergy, Inc. 034130							
Street Lights		2,664.27	10-445-4660	Street Lighting and Poles	1452290830	1 3/22/2019	04/15/2019
Street Lights/211 River Road		2,585.94	10-445-4660	Street Lighting and Poles	1454045470	1 3/25/2019	04/15/2019
	Total:	5,250.21	*Vendor Total				
Creekside Farms LLC							
467739 Logs & Brush		384.00	01-445-4532	Tree Service	19-03-1150	3/28/2019	04/15/2019
	Total:	384.00	*Vendor Total				
Dan Kaylor							
467819 Mailbox Reimb- 212 Oak Street		100.00	01-445-4799	Misc. Expenditures	04082019	4/8/2019	04/15/2019
	<b></b>			oc. Experiences	0.1002017	1,0,201)	5 1/15/2017
	Total:	100.00	*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Dell Marketing L. P.							
024370 GIS Workstation #2		2,122.31	01-430-4870	Equipment	10303604224	3/13/2019	04/15/2019
	Total:	2,122.31	*Vendor Total				
Dustcatchers & Logo Mat, Inc.							
023610							
Towel & Rug Cleaning/PW Garage Towel & Rug Cleaning/PW Garage			01-445-4520	Public Buildings Rpr & Mtce	59182	3/7/2019	04/15/2019
Tower & Rug Cleaning/PW Garage		32.93	01-445-4520	Public Buildings Rpr & Mtce	59675	3/20/2019	04/15/2019
	Total:	65.86	*Vendor Total				
ESRI							
467685 ARC GIS License (1)		5 050 00	01-430-4870	Equipment	93613654-01	2/22/2010	04/15/2019
ARC GIS Field Licenses (3)- 2019	-20	,	01-430-4510	Equipment/IT Maint	93613654-02		04/15/2019
	Total:	7,000.00	*Vendor Total				
Federal Express Corporation							
009530							
Shipping To Mr. Solars- 3/6/19			01-445-4505	Postage	6-502-19480		04/15/2019
Shipping To Patriot Pave- 3/19/19 Shipping To Space Co- 3/18/19			01-445-4505 01-445-4505	Postage Postage	6-502-19480- 6-502-19480-		04/15/2019 04/15/2019
Shipping to Space Co 3/16/17	_	17.20	01 443 4303	1 ostage	0 302 17400	13/2//2019	04/15/2017
	Total:	60.33	*Vendor Total				
Feece Oil							
031060 Mid-Grade Fuel		2 542 51	71-000-1340	Gas/Diesel Escrow	3609082	3/28/2019	04/15/2019
Mid-Grade Fuel			71-000-1340	Gas/Diesel Escrow	3610824	4/5/2019	04/15/2019
	Total:	6,202.46	*Vendor Total				
Fifth Third Bank 028450							
Battery Delivery & Install/Force Ar	nerica Distri	66.58	01-445-4511	Vehicle Repair and Maint	BR032019-0	1 3/7/2019	04/15/2019
Airfare To Salt Lake/Southwest Air			01-445-4370	Conferences & Travel	BR032019-0		04/15/2019
Conference/APWA Snow Conference	ce		01-445-4370	Conferences & Travel	BR032019-0		04/15/2019
USB To Serial Adaptor/Amazon AAA & AA Batteries- VH/Amazon			01-430-4420 01-430-4411	IT Supplies Office Expenses	DA032019-0 DA032019-0		04/15/2019 04/15/2019
GIS Book- Hansen/Amazon			01-430-4311	Training & Testing	DA032019-0		04/15/2019
ADT Sensor Batteries/Home Depot			01-430-4411	Office Expenses	DA032019-0		04/15/2019
GIS Handbook- Hansen/Amazon		37.64	01-430-4380	Training & Testing	DA032019-0		04/15/2019
UPS, USB Extension, SSD Card Reader/Amazo			01-430-4420	IT Supplies	DA032019-0		04/15/2019
Mailbox (Richter)/Amazon			01-445-4799	Misc. Expenditures	DA032019-0		04/15/2019
Microphone Windscreen (Dias)/Am Phone Case (Poss)/Amazon	iazon		01-430-4420 01-445-4652	IT Supplies Communications	DA032019-0 DA032019-0		04/15/2019 04/15/2019
TV For Mayor Conf Room/Target			01-443-4032	Equipment	DA032019-0		04/15/2019
Laptop For Water Dept Truck/New	gg		71-430-4870	Equipment	DA032019-1		04/15/2019
AED Device- PW/Amazon		1,245.00	01-445-4870	Equipment	DA032019-1	23/14/2019	04/15/2019
Conf Registration Credit/ESRI			01-430-4380	Training & Testing	DA032019-1		04/15/2019
Laptop Case & Mouse/Amazon			01-430-4420	IT Supplies	DA032019-1		04/15/2019
HDMI & Cord Conceiler/Amazon Apple IPad Lighting Adapter/Amaz	on		01-430-4420 01-430-4420	IT Supplies IT Supplies	DA032019-1 DA032019-1		04/15/2019 04/15/2019
Apple if an Eighting Adapter/Amaz	VII	73.70	01-730 <del>-44</del> 40	11 опринез	DAU34017-1	CJ14114U19	07/13/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Silicon Blade/Advanced Auto Parts	34.71	01-445-4511	Vehicle Repair and Maint	JL032019-0	1 3/14/2019	04/15/2019
Hotel 50% Cancel Fee/Embassy Suites	155.68	01-445-4370	Conferences & Travel	JL032019-02	2 3/13/2019	04/15/2019
Annual Fee/Envirocert International	146.00	01-445-4390	Dues & Meetings	JL032019-03	3 3/15/2019	04/15/2019
Hotel 3-12 thru 3-14/Mark Twain Hotel	227.70	01-445-4370	Conferences & Travel	JL032019-04	4 3/12/2019	04/15/2019
Training- Augustyn/SBOC		01-441-4380	Training	MT032019-0		04/15/2019
Training- Zabel/SBOC		01-441-4380	Training	MT032019-0		04/15/2019
Membership Dues/American Planning A		01-441-4390	Dues & Meetings	MT032019-0		04/15/2019
VH Coffee Makers(2)/Target NA		01-430-4411	Office Expenses	PY032019-0		04/15/2019
Breakfast- Young/Bob Evans Tax Charge Credit/QC Supply		60-445-4370 60-445-4567	Conferences & Travel	PY032019-0		04/15/2019
Breakfast- Young/Bob Evans		60-445-4370	Treatment Plant Repair/Maint Conferences & Travel	PY032019-0 PY032019-0		04/15/2019 04/15/2019
Gas/Shell		60-445-4440	Gas & Oil	PY032019-0		04/15/2019
Lodging/Holiday Inn Express		60-445-4370	Conferences & Travel	PY032019-0		04/15/2019
IPASS Autofill/IL Tollway		01-445-4799	Misc. Expenditures	WH032019-		04/15/2019
Pension Institute/IGFOA		01-430-4380	Training & Testing	WH032019-		04/15/2019
Meeting-FLSA/IGFOA		01-430-4380	Training & Testing	WH032019-		04/15/2019
Tot	al: 3,897.00	*Vendor Total				
Fox Metro						
029650 New Water Srvc Insp (4)- LV	80.00	60-445-4480	New Meters, rprs. & Rplcmts.	03292019	3/29/2019	04/15/2019
ivew water sive hisp (4)- Ev		00-443-4400	New Meters, prs. & Explemes.	03272017	3/2//2017	04/13/2017
Tot	tal: 80.00	*Vendor Total				
Frost Electric Company, Inc.						
021540 Street Light Repair/River & Ridge	975.00	10-445-4661	Street Light Repair/Maint	7777	3/28/2019	04/15/2019
Street Light Repair r(3)/Bauer		10-445-4661	Street Light Repair/Maint	7778	3/28/2019	04/15/2019
Street Light Repair (2)/Overland Dr		10-445-4661	Street Light Repair/Maint	7784	3/28/2019	04/15/2019
Tot	tal: 1,937.50	*Vendor Total				
GovTemps USA, LLC						
467813						
Acct Asst Hours to 3-10	682.50	01-430-4280	Professional/Consulting Fees	2738532	3/14/2019	04/15/2019
Acct Asst Hours to 3-17	609.00	01-430-4280	Professional/Consulting Fees	2743025	3/21/2019	04/15/2019
Acct Asst Hours to 3-24	840.00	01-430-4280	Professional/Consulting Fees	2747608	3/28/2019	04/15/2019
Acct Asst Hours to 3-31	840.00	01-430-4280	Professional/Consulting Fees	2752352	4/4/2019	04/15/2019
Tot	zal: 2,971.50	*Vendor Total				
Griswold Water & Seed Store						
001770 Restoration Seed & Straw	177.00	60-445-4568	Watermain Rprs. & Rplcmts.	12494	4/8/2019	04/15/2019
Tot	tal: 177.00	*Vendor Total				
ILLCO Inc. 040110						
WTP Parts	99.35	60-445-4567	Treatment Plant Repair/Maint	1350475	3/9/2019	04/15/2019
Tot	tal: 99.35	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
IML Risk Management Association						
003210 Fireworks Coverage- 7/3/19 Fireworks Coverage- 8/3/19		14-430-4944 14-430-4944	Liability Coverage Liability Coverage	07/03/2019 1/19 - 12/19	3/29/2019 3/29/2019	04/15/2019 04/15/2019
Total:	200.00	*Vendor Total				
Interactive Building Solutions, LLC 050600						
Combine PD & VH BAS Systems	7,120.00	21-452-4870	Equipment	106316	3/26/2019	04/15/2019
Total:	7,120.00	*Vendor Total				
Jacek Tyszkiewicz 467820						
Mailbox Reimb- 1641 W. Mooseheart Rd.	100.00	01-445-4799	Misc. Expenditures	04102019	4/10/2019	04/15/2019
Total:	100.00	*Vendor Total				
Kane County Recorder						
010600 Recording	178.00	01-441-4506	Publishing	03312019	3/31/2019	04/15/2019
Total:	178.00	*Vendor Total				
KB Collision & Customs						
046310 2010 Ford Escape Repair	4,316.30	01-440-4511	Vehicle Repair and Maint	2347	4/1/2019	04/15/2019
Total:	4,316.30	*Vendor Total				
Kiesler's Police Supply, Inc.						
039910 Ammo	7,253.60	01-440-4383	Firearm Training	IN106584	4/2/2019	04/15/2019
Total:	7,253.60	*Vendor Total				
Konica Minolta						
024860 Copy Machine- PW	3,589.45	71-430-4870	Equipment	257636058	3/22/2019	04/15/2019
Total:	3,589.45	*Vendor Total				
Lakeside Insulation						
467818  Double Payment- Contractor Registration	150.00	01-310-3134	Contractor Licenses	03272019	3/27/2019	04/15/2019
Total:	150.00	*Vendor Total				
<b>Menards</b> 016070						
Sponges		01-445-4870	Equipment	10838	3/26/2019	04/15/2019
Latch Box, Charcoal, Battery Rubber Boots- Arndt, Hansen		60-445-4799 01-430-4411	Misc. Expenditures Office Expenses	10942 11579	3/27/2019 4/5/2019	04/15/2019 04/15/2019

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	80.09	*Vendor Total				
Mid American Water							
013680 Coupling, Pipe, Fittings		118.50	18-445-4570	Sewers Rpr & Mtce	159267A	3/27/2019	04/15/2019
	Total:	118.50	*Vendor Total				
Miner Electronics Corporation							
3383							
New Squad Equip Install		· ·	71-430-4869	Vehicles	266526	3/29/2019	04/15/2019
New Squad Equip Install		ŕ	71-430-4869	Vehicles	266527	3/29/2019	04/15/2019
New Squad Equip Install		,	71-430-4869	Vehicles	266528	3/29/2019	04/15/2019
New Squad Equip Install New Squad Equip Install		,	71-430-4869 71-430-4869	Vehicles Vehicles	266530 266531	3/29/2019 3/29/2019	04/15/2019 04/15/2019
Antenna Replacement		· ·	01-440-4511	Vehicle Repair and Maint	267691	3/22/2019	04/15/2019
	Total:	8,108.40	*Vendor Total				
North Aurora NAPA, Inc.							
038730		2.70	01 445 4511	Will Down INC.	210241	2/25/2010	04/15/2010
Tire Val			01-445-4511	Vehicle Repair and Maint	319341	3/25/2019	04/15/2019
Tire Bead Sea Tire Val Credit- Invoice #319341			01-445-4511 01-445-4511	Vehicle Repair and Maint Vehicle Repair and Maint	319376 319410	3/25/2019 3/26/2019	04/15/2019 04/15/2019
Tool Set			01-445-4870	Equipment	319528	3/20/2019	04/15/2019
Hexbit Skt			01-445-4511	Vehicle Repair and Maint	319537	3/27/2019	04/15/2019
Bit Set			01-445-4511	Vehicle Repair and Maint	319538	3/27/2019	04/15/2019
Gas Cans(3)		31.48	01-445-4511	Vehicle Repair and Maint	319673	3/28/2019	04/15/2019
Coil/2016 Ford Exp		67.01	01-445-4511	Vehicle Repair and Maint	319712	3/29/2019	04/15/2019
Coil Plug Coil/2016 Ford Exp		305.78	01-445-4511	Vehicle Repair and Maint	319716	3/29/2019	04/15/2019
Grease		10.99	01-445-4511	Vehicle Repair and Maint	319754	3/29/2019	04/15/2019
Taper Gap Gauge		2.99	01-445-4511	Vehicle Repair and Maint	319770	3/29/2019	04/15/2019
Funnel			01-445-4511	Vehicle Repair and Maint	319927	4/1/2019	04/15/2019
Hose Clamp			01-445-4511	Vehicle Repair and Maint	320098	4/3/2019	04/15/2019
Motor Tune-U		6.99	01-445-4511	Vehicle Repair and Maint	320364	4/5/2019	04/15/2019
	Total:	498.94	*Vendor Total				
North East Multi-Regional 001520							
Training Class- Peat		125.00	01-440-4380	Training	252362	3/29/2019	04/15/2019
	Total:	125.00	*Vendor Total				
Office Depot							
035720 Office Supplies		25.49	01-440-4411	Office Expenses	2287651436	3/18/2019	04/15/2019
	Total:	25.49	*Vendor Total				
Office Depot							
039370		20-0-	01 400 40=0	<b>.</b>	20.5025555	2/11/2011	04/45/50:
Office Chair- Hansen			01-430-4870	Equipment Office Expenses	2858233890		04/15/2019
Office Supplies		21.16	01-430-4411	Office Expenses	2886407390	0 3/13/2019	04/15/2019

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Supplies		21.16	01-445-4411	Office Expenses	2886407390	0 3/15/2019	04/15/2019
Office Supplies		42.01	60-445-4411	Office Expenses	2886407390	0 3/15/2019	04/15/2019
Office Supplies		21.16	01-441-4411	Office Expenses	2886407390	0 3/15/2019	04/15/2019
Office Supplies		39.72	01-430-4411	Office Expenses	2918536070	0 3/22/2019	04/15/2019
Office Supplies			01-445-4411	Office Expenses	2918536070		04/15/2019
Office Supplies			60-445-4411	Office Expenses	2918536070		04/15/2019
Office Supplies	_	39.71	01-441-4411	Office Expenses	2918536070	0 3/22/2019	04/15/2019
	Total:	570.32	*Vendor Total				
Oxie Valley Electric Supply, Inc. 048340							
Street Light Bulbs & Tape		25.00	10-445-4661	Street Light Repair/Maint	10772	3/19/2019	04/15/2019
	Total:	25.00	*Vendor Total				
Paddock Publications 044240							
Subscription- 2/28/19 Thru 4/24/19		61.20	01-430-4411	Office Expenses	2/28 thru 4/2	4 4/8/2019	04/15/2019
	Total:	61.20	*Vendor Total				
Petty Cash							
007570							
Battery Packs & Notary		32.93	01-440-4411	Office Expenses	04022019-01	1 4/2/2019	04/15/2019
Gasoline		67.50	01-440-4440	Gas & Oil	04022019-02	2 4/2/2019	04/15/2019
Prisoner Meal		1.11	01-440-4450	Prisoner Mtce & Supplies	04022019-03	3 4/2/2019	04/15/2019
Christmas Party			01-440-4498	Community Service	04022019-04		04/15/2019
Postage			01-440-4505	Postage	04022019-05		04/15/2019
Rolls For Dispatch	_	22.49	01-440-4799	Misc.	04022019-06	5 4/2/2019	04/15/2019
	Total:	283.41	*Vendor Total				
SFVCTC							
027530 4th Qtr 2018 Fees		24,155.72	01-490-4789	Public Access Cable	NA4Q2018	4/2/2019	04/15/2019
	Total:	24 155 72	*Vendor Total				
		,	, chuo 100m				
Sherry Lotito 467815							
Aegis Data Migration Reimb		33.56	01-440-4370	Conferences & Travel	03272019	3/27/2019	04/15/2019
	Total:	33.56	*Vendor Total				
Sign-A-Rama							
029780							
New Graphics Install- Squad #75			71-430-4869	Vehicles	13644	3/6/2019	04/15/2019
New Graphics Install- Squad #69			71-430-4869	Vehicles	13647	3/7/2019	04/15/2019
Graphics Removal Squad #72			71-430-4869	Vehicles	13728	3/27/2019	04/15/2019
Graphics Removal Squad #75			71-430-4869	Vehicles	13735	3/29/2019	04/15/2019
Graphics Removal- Squad #79 Graphics Removal- Squad #69			71-430-4869 71-430-4869	Vehicles Vehicles	13736 13752	3/29/2019 4/3/2019	04/15/2019 04/15/2019
Stapinos Removai Squae 1107		472.30	,1 150 1007	· cincles	15,52	1,5,2017	5 1, 15/201)

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	3,673.40	*Vendor Total				
Somonauk Water Lab, Inc.							
030510 Monthly Samples- Mar 2019		209.00	60-445-4562	Testing (water)	190309	3/31/2019	04/15/2019
	Total:	209.00	*Vendor Total				
ТАРСО							
043400 Solar Radar Feedback Sign		6,330.00	01-445-4870	Equipment	SO608935	4/2/2019	04/15/2019
	Total:	6,330.00	*Vendor Total				
Teska Associates, Inc.							
024820							
Draft Docs Riverfront Park Plaza Design			01-441-4280 21-456-4255	Consulting Fees Engineering	9304 9334	3/22/2019 3/27/2019	04/15/2019 04/15/2019
	Total:	4,295.00	*Vendor Total				
Thom Jungels							
039460 Plumbing Inspections (29)		1.015.00	01-441-4276	Inspection Services	03112019	3/11/2019	04/15/2019
Plumbing Inspections (23)			01-441-4276	Inspection Services	04082019	4/8/2019	04/15/2019
	Total:	1,820.00	*Vendor Total				
United States Postal Service							
036040 Postal Count Subscrip AIS View		100.00	60-445-4505	Postage	02252019	2/25/2019	04/15/2019
	Total:	100.00	*Vendor Total				
Verizon Wireless							
025430 IPad- GIS		123 70	01-430-4870	Equipment	0286100466	-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12			01-430-4870	Communications		-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12			01-440-4652	Communications		-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12		173.97	01-440-4652	Communications	9826109467	-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12		168.15	01-445-4652	Communications	9826109467	-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12			01-430-4652	Communications	9826109467	-( 3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12			60-445-4652	Communications		-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12			01-441-4652	Communications		-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12			01-430-4652	Communications		-(3/12/2019	04/15/2019
Cell Phone Feb 13 - Mar 12 Cell Phone Feb 13 - Mar 12			60-445-4652 01-445-4652	Communications Communications		-( 3/12/2019 -( 3/12/2019	04/15/2019 04/15/2019
Cell Phone Feb 13 - Mar 12			01-440-4652	Communications		-(3/12/2019	04/15/2019
	Total:	1,445.78	*Vendor Total				

Vermeer Midwest

031800

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Oil Filter Credit		-7.82	01-445-4511	Vehicle Repair and Maint	PD4285	3/25/2019	04/15/2019
	Total:	-7.82	*Vendor Total				
Via Carlita, LLC 467738							
Repair Ford 550- Truck #1	185	5,021.42	01-445-4511	Vehicle Repair and Maint	116762	2/28/2019	04/15/2019
	Total:	5,021.42	*Vendor Total				
Weldstar Company 014090							
Cylinder Rental		97.20	01-445-4511	Vehicle Repair and Maint	01737289	3/24/2019	04/15/2019
	Total:	97.20	*Vendor Total				
Winzer Corporation 047560							
Misc Supplies		132.77	01-445-4511	Vehicle Repair and Maint	6338154	3/22/2019	04/15/2019
	Total:	132.77	*Vendor Total				
	Report Total:	150,000.03					

## Memorandum



**To:** Steve Bosco, Village Administrator

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

**Date:** 4-11-19

**Re:** July 3<sup>rd</sup> Fireworks License Agreement

As in the previous two years, the July 3<sup>rd</sup> fireworks display launch site will be located on the Fox River Trail approximately 1000 feet north of Village Hall. Since the trail is owned by the Fox Valley Park District, a license agreement between the Village and Fox Valley Park District is needed for the use of their property to conduct the firework display. As you may see, the attached agreement was approved at the April 8<sup>th</sup> Fox Valley Park District Board of Commissioners meeting. This year's fireworks display will take place on Wednesday, July 3<sup>rd</sup>. Should there be a rain out, the fireworks display would take place on Thursday, July 4<sup>th</sup>.

Please find attached a license agreement with the Fox Valley Park District, to allow the Village permission to use the Fox River Trail as the launch location for this year's July 3<sup>rd</sup> fireworks display.

#### INTERGOVERNMENTAL LICENSE AGREEMENT FOR FIREWORKS ON FOX VALLEY PARK DISTRICT PARK DISTRICT PROPERTY

This A	Agreemen	it is made eft	fective	as of			, 2019, t	оу а	nd betw	veen The	Fox Vall	ey
Park	District	(hereinafter	"Park	District"),	and	the	Village	of	North	Aurora	(hereinaf	ter
"Villa	ıge").											

In consideration of the mutual covenants, agreements, and stipulations contained in this agreement, the parties agree as follows:

#### I. LICENSE

A. The Park District grants to the Village the non-exclusive right and privilege for the term specified below of using the Park District's property located along the east side of the Fox River in the area between the North Aurora Village Hall and the Red Oak Nature Center in Village of North Aurora for the staging of the equipment and operation of shooting off fireworks (hereinafter "Park District Property").

#### II. OPERATION

- A. The Village shall not allow any activities at the Park District Property except for activities authorized by this Agreement, all of which shall be overseen by the Village according to the terms of this Agreement.
- B. The Village shall conduct activities at the Park District Property on July 3, 2019 to stage and display fireworks and to clean up the Park District Property after the fireworks display (hereinafter "Activities"). If there is a rain date the Village shall conduct activities on July 4, 2019. The Village shall only allow Village's employees, agents and volunteers to access the Park District Property who are authorized for purposes of staging and preparing for the fireworks display, conducting the fireworks display and cleaning the Park District Property. Authorized parties shall include employees, agents and volunteers of the Village and the North Aurora Fire District (hereinafter "Fire District") and employees and agents of the private entity that has been engaged by the Village to conduct the fireworks display.

#### III. SCOPE OF USE

- A. The Village shall use that area of the Park District Property that is determined to be the best and safest staging areas as directed by the Fire District.
- B. It shall be the responsibility of the Village to supply and furnish all the necessary furniture, fixtures, equipment, and appliances needed for the fireworks display, and the Village shall bear all expenses of using the Park District Property for the fireworks display.
- C The Village shall be allowed to trim any bushes or trees to clear ample room for the fireworks to be shot up to avoid getting caught in the brush or trees, providing that the Village shall only trim the brush and trees that are necessary to be cleared and the Village chooses a location so as to minimize the amount of brush and trees to be trimmed. Proposed trimming shall first be

coordinated between the Village of North Aurora and the Fox Valley Park District prior to any such work occurring.

#### IV. SERVICES PROVIDED TO VILLAGE

The Park District shall not be required to provide any services to the Park District Property for the Village. Village shall bear all expenses for supplies necessary for the fireworks display, including the provision of all employees, agents and volunteers to oversee the Activities.

## V. MAINTENANCE AND UPKEEP OF PARK DISTRICT PROPERTY AND SURROUNDING AREA

The Village shall keep the Park District Property and surrounding area in a clean, sanitary, and orderly condition. The Park District Property shall be kept clean. All trash and litter shall be cleaned up after the fireworks display is finished, and the Park District Property shall be returned to its original condition. The Village will repair any damage to the Park District Property.

#### VI. ACTIVITIES FIREWORKS DISPLAY

- A. The Village shall have the right to use the Park District Property for the staging and conduct of the Activities on the dates specified herein.
- B. The Village shall have the right to contract with third parties to oversee the staging and operation of the fireworks display, including the Fire District, providing that the Village shall be solely responsible for the contractual obligations to the third parties and shall be responsible to the Park District for the conduct of the third parties and observance of the terms of this Agreement. The Park District shall not be liable or responsible, in any way, for any debts or liabilities contracted by the Village.
- C. The Village shall not block access to and close the bike path or put signage to route users of the bike path from the staging area until the afternoon of the fireworks display, and the Village shall leave the bike path open and refrain from putting up signage to route bike path traffic until safety requires that the closure and traffic routing. The Village will only block access to the bike path and put up the signage in the vicinity of the staging area as is necessary and appropriate for safety of the public. The village shall coordinate with the Park District staff to create the plan for temporary closure of the bike path, for temporary signage to re-route the bike path traffic, and to notify the public in advance of the date of Activities.
- D. The fireworks display will be conducted in compliance with all relevant laws and regulations, and the Village shall be solely liable for compliance with all such laws and regulations.

#### VII. EMPLOYEES, AGENTS AND VOLUNTEERS

A. All employees, agents and volunteers of the Village shall conform to the terms and conditions prescribed in this Agreement and shall conduct themselves at all times in an orderly, peaceful and lawful manner.

- B. The Park District shall have the right to require the removal from the Park District's Property any employee, agent and volunteer or invitee of the Village whose conduct is unsatisfactory to the Park District.
- C. The Village shall maintain employees, agents and volunteers, including police and/or other security personnel, sufficient to conduct the fireworks display activities in a safe, orderly and peaceful manner and to prevent uninvited persons from entering or remaining in the staging area.
- D. The Village shall be responsible to provide that its employees, agents and volunteers, and the employees, agents and volunteers of the Fire District and of the private fireworks operator do not trespass on any area of the Park District Property not covered by this Agreement or onto adjoining properties without the consent of the Park District or owners of such adjoining properties.

#### VIII. COMPLAINTS AND ADJUSTMENTS

Claims for damages arising from the Activities shall be tendered to the Village immediately, and the Village shall exercise due diligence in affecting settlement or other resolution of such claims.

#### IX. INSURANCE

The Village agrees at all times to carry adequate casualty insurance naming the Park District Property and its employees as additional insured, and shall require the fireworks operators also to have and maintain commercial general liability of a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate with an umbrella policy of a minimum of \$4,000,000, and Workers' Compensation insurance of a minimum of \$1,000,000. The commercial general liability insurance maintained by the fireworks operator(s) must specifically provide coverage for pyrotechnic displays and name both the Park District and Village as additional insureds.

#### X. LICENSES, AND PERMITS

The Village shall obtain or cause its invitees to obtain all required licenses and permits required for operation of the Activities prior to the beginning of Activities.

#### XI. EMPLOYEES' WAGES AND BENEFITS

The Village agrees to assume exclusive liability for the payment of all wages and any sums imposed by federal, state, and local authorities on its employees or others, for or relating to unemployment insurance, pensions and retirement benefits, health or life insurance, or the social security of employees or other persons who perform work or services for the Village.

#### XII. ASSIGNMENT

It is expressly agreed that the Village shall not have the right to assign its rights under this agreement except on the prior, express, and written consent of the Park District.

#### XIII. INDEMNIFICATION OF PARK DISTRICT

#### XIII. INDEMNIFICATION OF PARK DISTRICT

The Village shall at all times defend, indemnify and hold harmless the Park District and its employees, agents or volunteers, officers and directors from and against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the Park District as a consequence of or arising out of any negligent act, default, or omission on the part of the Village or any of its employees, agents or volunteers.

#### XIV. NO PARTNERSHIP AGENCY OR JOINT VENTURE

It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting the Park District and the Village as agents for each other or that a partnership or joint venture exists between the Park District and the Village. The Village shall state in its published materials that the Activities are being operated by the Village pursuant to a license agreement with the Park District.

#### XVII. SURRENDER OF POSSESSION AT END OF TERM

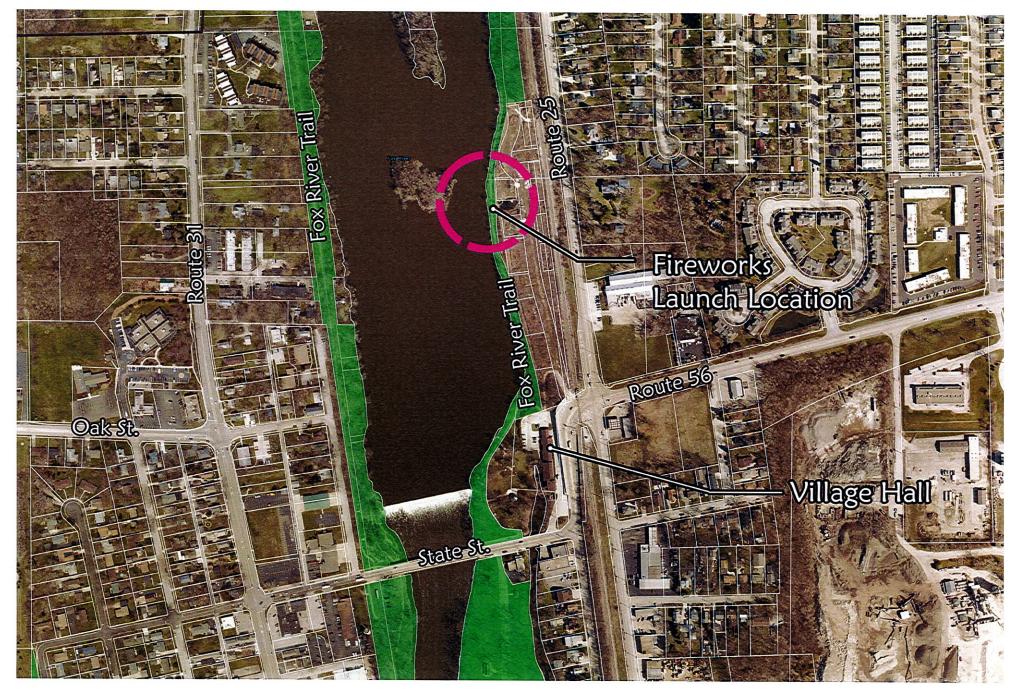
Within one (1) day after the end of the Activities, the Village (unless alternative arrangements are made with the Park District) shall remove all of the Village's and Village's invitees' equipment, and other Village property from the Park District Property, and return possession of the Park District Property to the Park District in clean condition.

#### XVIII. NO THIRD PARTY BENEFICIARY

THE WILL ACE OF MODELL ALIDONA

This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who in not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

THE VILLAGE OF NORTH AURORA	FOX VALLEY PARK DISTRICT
By its President	By its President
Dated	Dated 4-8-19



# North Aurora Fireworks Launch Location Exhibit





## Memorandum



**To:** Steve Bosco, Village Administrator

From: David Hansen, Administrative/GIS Analyst

**Date:** 4-8-19

**Re:** Independence Day Firework Celebration Liquor in Park Request

At the 2017 and 2018 July 3<sup>rd</sup> fireworks celebrations, the Village Board has allowed liquor in North Aurora Riverfront Park for the event. Staff is seeking direction from the board on whether or not to allow liquor in the park during the event for 2019. Should the Village Board choose to allow liquor In North Aurora Riverfront Park, the Village can allow bring your own beer/ bottle (BYOB) as an option by passing a resolution stating that an event is sponsored by the Village.

In past years, staff has had concerns that the event will attract a large crowd which may cause difficulty in keeping liquor in the permitted area. However, signage and police officers have been used in the past which have helped mitigate safety concerns. If approved again for 2019's event, staff will continue to have signage in the park designating where liquor is allowed. Staff also plans to have police officers attend the event as an additional safety measure. 2019's Independence Day Fireworks celebration will be on July 3, 2019 from 6:00 p.m. to 10:30 p.m. with a rain date scheduled for July 4, 2019.

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





#### SPECIAL EVENT PERMIT APPLICATION

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

Please note: Block Parties require a separate Block Party Permit be obtained through the North Aurora Police Department. Parades or carnivals require a separate permit be obtained through the Village Administrator's office Application Date: 3/29/19 Name of Event: Indepolence Day Frances Type of Event: \_\_\_\_ Festival \_\_\_\_ Grand Opening \_\_\_\_ Backyard Party > Other Location of Event: North Avera Riverfront Park Date(s) of Event: 7/3/19 ron date: 7/4/18 Hours of Event: 6:00 to 10:30 Am Event / Organization Website (if applicable):\_\_\_\_\_ Purpose of the event: Celebrate Internating Day Name of sponsoring organization (if applicable): Village of North Across
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes No Contact person: Stive Bosco Contact person address: 75 E. Shake street City: North Aurora State: IL Zip: 60572 Home Phone: 630-897-8228 Cell Phone: E-mail: Shesco & northweets.org Organization address: 25 E. State Skeet City: North Avora State: IL Zip: 60542 Phone: Will you be using speakers and/or sound equipment at your event? X YES NO If yes, you must adhere to the Village of North Aurora Noise Ordinance (the North Aurora Noise Ordinance, Title 8, Chapter 8.2 of the Municipal Code is available on-line at www.vil.north-aurora.il.us) Will alcohol be sold at your event? YES > NO



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

If yes, you must submit a completed <b>Special Event Liquor License Application</b> prior to the event for approval. Please contact the Village Administrator for details on obtaining a Special Events Liquor License.
Will you serve food at your event? YES NO
If yes, Kane County Health Dept. requirements must be met. Kane County Health Dept. 1240 N Highland Ave Aurora, IL 60506 - (630) 208-3801 <a href="www.kanehealth.com">www.kanehealth.com</a>
Does your event include the use of a tent or an inflatable device over 400 square feet?YESNO
If yes, approval from the North Aurora Fire Protection District may be required for non-residential events North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <a href="http://www.nafd.org">http://www.nafd.org</a>
Upon submitting a completed and signed application along with all required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved. Please do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plant based on the availability of services and scheduling of other events.
The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.
Submit All COMPLETED Applications to:
Village of North Aurora Attn: Steve Bosco, Village Administrator 25 E. State St. North Aurora, IL 60542 Phone: (630) 897-8228, ext. 233 Fax: (630) 897-8258 sbosco@vil.north-aurora.il.us
The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.
The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.
Dated this
M
Signature of Organizer / Applicant



#### HOLD HARMLESS RELEASE

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

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

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

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

Signature of Organizer /Applicant Date

#### **VILLAGE OF NORTH AURORA**

<b>RESOLU</b>	TION	NO.	
RESOLU	TION	NO.	

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

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

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

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

**WHEREAS**, the Village of North Aurora would like to host their Independence Day Firework Celebration in North Aurora Riverfront Park on July 3, 2019 from 6:00p.m. to 10:30 p.m. with a rain date scheduled for July 4, 2019; and

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

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

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

- Section 1. The Independence Day Firework Celebration taking place in North Aurora Riverfront Park on July 3, 2019 is designated as a Village sponsored event.
- Section 2. Liquor shall be allowed to be brought into North Aurora Riverfront Park for consumption during the hours of the event in keeping with the following conditions and limitations:
- A. Liquor must be transported to the Park in compliance with local and state laws pertaining to the transportation of liquor in unopened containers;
- B. No open containers of liquor may be removed from or possessed or consumed outside the Park, defined as the area from spillway to the east, the bike path north of State Street and the bike path east of the River (excluding the bike path) and the area running

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

- C. Staff are hereby directed to place appropriate signage around the perimeter of the area, designating the areas beyond which open containers of liquor are not allowed.
- D. Liquor may only be removed from the area in sealed containers in keeping with local and state law.
- E. Only persons age 21 or older may possess of consume alcohol in the Park, and persons bringing alcohol into the Park shall be responsible to ensure that it is not consumed or in the possession of anyone who is age 20 or younger.

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

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

	nted to the Board		illage of North Aurora,	Kane County, Illinois this
	d by the Board of		ge of North Aurora, Ka	ne County, Illinois this
	Mark Carroll		Laura Curtis	
	Mark Gaffino		Mark Guethle	
	Mike Lowery		Tao Martinez	
Aurora	• •	-	sident of the Board of of	Trustees of the Village of North , 2019, A.D.
ATTES	T:		Village President	
 Village	· Clerk			

## **Memorandum**



To: Dale Berman, Village President and Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: April 5, 2019

Re: Fiscal Year 2019-20 Motor Fuel Tax (MFT) General Maintenance Program

The Village of North Aurora would like to move forward with its 2019 General Maintenance Program. This program is funded by State Motor Fuel Tax (MFT) and includes crack sealing and engineering inspection, purchasing salt and electricity, the Light Emitting Diode (LED) light fixture replacement program.

Crack sealing will be performed on streets that are generally showing light wear. The purpose of the crack sealing program is to prevent water from infiltrating the base and sub-base of the pavement where it can weaken the overall structure of the pavement. In the winter time this prevents water from freezing and expanding, causing the pavement to heave or crack. The cost of the engineering inspection for this aspect of the maintenance program is also funded by MFT.

Salt is purchased using MFT funds through the Illinois Department of Central Management Service's Joint Purchasing Program. The Joint Purchasing Program allows municipalities to take advantage of lower prices due to their aggregated bulk purchasing power.

The purchase of electricity is a permitted expense of MFT funding. The Village uses MFT to fund the cost of illuminating the Village owned street lights.

The LED light fixture replacement program aims to reduce the amount of electricity the Village of North Aurora consumes. This environmentally beneficial program will remove existing light fixtures and replace them with LED fixtures that consume less energy and provide equal or better lighting of the roadway. Similar to last year the Village continues pursuing the ComEd Incentive program for upgrading the municipal street lights. Last year we were successful in receiving \$34,831.30 on a \$145,000 project.

In order to expend MFT funds the Village Board must pass a resolution for approval by the Illinois Department of Transportation and submit the Municipal Estimate of Maintenance Costs. Both of these documents are attached. The Municipal Estimate of Cost identifies the costs associated with each maintenance activity and totals \$640,010. The resolution rounds this number up and is in the amount of \$650,000.



## Resolution for Maintenance Under the Illinois Highway Code



	Resolution Number	Resolution Type	Section Number
		Original	20-00000-00-GM
BE IT RESOLVED, by the President :  Solventh Aurora	and Board of Trustees of of of the original property of the original pr	f the Vi	
Name of Local Public Agency	minos that there is hereby a	appropriated the sum	or
Six Hundred Fifty Thousand		Dollars (	\$650,000.00
of Motor Fuel Tax funds for the purpose of mainta	aining streets and highways under the		
06/01/19 to 05/31/20 Ending Date		, , , , , , , , , , , , , , , , , , , ,	The state of the s
BE IT FURTHER RESOLVED, that only those op including supplemental or revised estimates appr funds during the period as specified above.	oved in connection with this resolution,	, are eligible for mainte	f Maintenance Costs, enance with Motor Fuel Tax
BE IT FURTHER RESOLVED, that  Local P	Village of	North A	ırora
Local P shall submit within three months after the end of t available from the Department, a certified stateme expenditure by the Department under this approp	ne maintenance period as stated above ent showing expenditures and the bala	e to the Department -	ublic Agency
BE IT FURTHER RESOLVED, that the Clerk is he of the Department of Transportation.	ereby directed to transmit four (4) ceriti	fied originals of this re	solution to the district office
Lori Murray Name of Clerk	VillageCI	erk in and for said	Village
of North Aurora			ords and files thereof, as
Name of Local Public Agency provided by statute, do hereby certify the foregoing			
President and Board of Trustees of Governing Body Type	North Aurora Name of Local Public Agency	at a meetii	ng held on <u>04/15/19</u>
N TESTIMONY WHEREOF, I have hereunto set r		of April, 2019 Month	Date i, Year
(SEAL)	Clerk Signature		
		APPROVED	
	Regional Engineer Department of Transp		Date



### **Local Public Agency General Maintenance**



Estimate of	of	<b>Maintenance Cost</b>	S
-------------	----	-------------------------	---

Submittal Type Original

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Village of North Aurora	Kane	20-00000-00-GM	06/01/19	05/31/20
		**		

Maintenance Items

	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control		No	Rock Salt	TN	3,000	\$72.00	\$216,000.00	\$216,000.0
Street Lighting	1	No	Electricity	LS	1	\$95,000.00	\$95,000.00	
			Maintenance Materials:					
	IIA	No	Buibs & Ballasts	LS	1	\$20,000.00	\$20,000.00	-
	IIA	No	Poles & Wire	LS	1	\$20,000.00	\$20,000.00	*
_	IIB	No	LED R&R					
			Fixtures	Each	374	\$335.00	\$125,290.00	
			Poles	Each	17	\$4,710.00	\$80,070.00	\$340,360.00
Crack Sealing	IIB	Yes	Crack Filler	LB	73,000	\$1.08	\$78,840.00	
	IIB	Yes	Crack Routing	LF	116,000	\$0.01	\$1,160.00	\$80,000.00
						Total	Operation Cost	\$636,360.00

Estimate of Maintenance	Costs	Summary
-------------------------	-------	---------

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)	\$556,360.00		\$556,360.00
Materials/Deliver & Install/Request for Quotations (Bid Items)	•		
Formal Contract (Bid Items)	\$80,000.00		\$80,000.00
Maintenance Total	\$636,360.00		\$636,360.00

**Estimated Maintenance Eng Costs Summary Maintenance Engineering** MFT Funds Other Funds Maintenance Engineering \$3,650.00 **Material Testing** 

Advertising **Bridge Inspection Engineering Maintenance Engineering Total** \$3,650.00 \$3,650.00 \$640,010.00 **Total Estimated Maintenance** 

Remarks

Maintenance Engineering is proposed for Construction Inspection for the Crack Sealing Operation

**Total Est Costs** 

\$3,650.00

\$640,010.00

#### **Estimate of Maintenance Costs** Submittal Type Original Maintenance Period Local Public Agency County Section Beginning **Ending** Village of North Aurora Kane 20-00000-00-GM 06/01/19 05/31/20 SUBMITTED **Local Public Agency Official** Date Title **APPROVED** Regional Engineer County Engineer/Superintendent of Highways **Date** Department of Transportation Date



## Memorandum

To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: April 11, 2019

Re: Award 2019 Street Maintenance Program.

On April 9, 2019 the Village received bids for the 2019 Street Maintenance Program. The low bidder for this project was Geneva Construction from Aurora, Illinois in the amount of **\$1,869,424.25**. The streets included for resurfacing are listed in Table 1. These streets were selected based on the data received from the Pavement Condition Index Study, resident input, and visual evaluation performed by staff and our consulting engineers.

**Table 1. 2019 Street Resurfacing** 

No.	Street	From	То
1	Hartsburg Lane	Dead End	White Oak Drive
2	Whalen Court	Dead End	Hartsburg Lane
3	Ritter Street	Hartsburg Lane	Nicor Easement
4	Hawksley Lane	White Oak Drive	Hartsburg Lane
5	Messenger Circle	White Oak Drive	White Oak Drive
6	Fechner Circle	Messenger Circle	Messenger Circle
7	Waterford Road	West Terminus	East Terminus
8	Westbury Circle	Waterford Road	Waterford Road
9	Abington Lane	Waterford Road	Forest Ridge Drive
10	Kathryn Lane	Waterford Road	Abington Lane
11	Forest Ridge Drive	Oak Street	North Dead End
12	Alexandra Court	Dead End	Forest Ridge Drive
13	Oakland Circle	Waterford Road	Waterford Road
14	East Victoria Circle	Hidden Creek Lane	Hidden Creek Lane

15	Hidden Creek Lane	East Victoria Circle	East Victoria Circle
16	Deerpath	Orchard Gateway	North Leg of Intersection

After the 2018-2019 winter season the distresses in the pavement become more apparent. This year during the design phase of this project, it was observed that the pavement on several streets were in immediate need of patching. These streets are listed in the table below and have been included in the 2019 Street Maintenance Program.

**Table 2 Street Patching** 

No.	Street Patching	From	То
	1 April Lane	Briar	East Cul-de-Sac
	2 Dee Road	Route 25	Hill Avenue
	3 Laurel Lane	Dee Road	Butterfield
	4 Arrowhead Street	Spruce Street	Spruce Street

Attached to this memorandum is the Rempe-Sharpe letter recommending the award of the bid to Geneva Construction, who has successfully completed projects in the Village of North Aurora in the past and staff supports the Rempe-Sharpe recommendation. The Fiscal Year 19-20 Budget has \$1,900,000 to support the Street Maintenance Program in the Capital Improvements fund.



## REMPE-SHARPE

& Associates, Inc.

**Principals** 

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

#### CONSULTING ENGINEERS

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

April 9, 2019

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

Attn: John Laskowski

Re: 2019 Street Improvements

File: NA-610

Dear Mr. Laskowski,

In accordance with the Advertisement for Bids, the Village of North Aurora opened bids for the 2019 Street Improvements Project on Wednesday, April 9, 2019. Prior to bidding, the project was advertised in the Daily Herald.

The project consists of street resurfacing of Hartsburg Lane, Whalen Court, Ritter Street, Hawksley Lane, Messenger Circle, Fechner Circle, Waterford Road, Westbury Circle, Abington Lane, Kathryn Lane, Forest Ridge Drive, Alexandra Court, Oakland Circle, East Victoria Circle, Hidden Creek Lane, patching of April Lane, Dee Road, Laurel Drive, Arrowhead Street, and widening of Deerpath Road. Improvements include HMA surface removal, earth excavation, aggregate base construction, aggregate shoulders, HMA pavement, PCC curb and gutter, PCC sidewalk, PCC driveways, Class D patch, storm sewer construction, pavement marking, and parkway restoration at locations shown on the Plans in the Village of North Aurora.

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

BIDDER	BASE BID
Geneva Construction Company, Aurora, IL Builders Paving, LLC, Hillside, IL Schroeder Asphalt Services, Inc.	\$1,869,424.25 \$1,926,926.00 \$2,369,879.50
Engineer's Estimate	\$1,981,253.00

The attached Bid Tabulation gives an itemized cost for all of the bids. The low bidder, Geneva Construction Company, of Aurora, IL, base bid was \$1,869,424.25 lower, or 5.64%, lower than the Engineer's Estimate of \$1,981,253.00.

The Engineer has worked with the Contractor, Geneva Construction Company on similar projects in the past. The contractor performed the work in accordance with the contract documents and completed the projects on time.

Therefore, Rempe-Sharpe and Associates, Inc. recommends that the Village of North Aurora award the 2019 Street Improvements Project, in the amount One Million, Eight Hundred Sixty-Nine Thousand, Four Hundred Twenty-Four Dollars and Twenty -Five Cents (\$1,869,424.25) to Geneva Construction Company of Aurora, Illinois.

Enclosed, please find three (3) copies of the Notice of Award for the 2019 Street Improvements Project. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Geneva Construction Company, return one signed copy to Rempe-Sharpe and Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with Geneva Construction Company, 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:

James Bibby, P.E., S.

**Enclosure** 

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

#### NOTICE OF AWARD


Dated April 9 , 2019

10:	GENEVA CONSTRUCTION COMPANY	
ADDRESS:	POST OFFICE BOX 998	
-	AURORA, ILLINOIS 60507	
	630 892-4357	
PROJECT:	2019 Street Improvements	

CONTRACT FOR: Street resurfacing of Hartsburg Lane, Whalen Court, Ritter Street, Hawksley Lane, Messenger Circle, Fechner Circle, Waterford Road, Westbury Circle, Abington Lane, Kathryn Lane, Forest Ridge Drive, Alexandra Court, Oakland Circle, East Victoria Circle, Hidden Creek Lane, patching of April Lane, Dee Road, Laurel Drive, Arrowhead Street, and widening of Deerpath Road. Improvements include HMA surface removal, earth excavation, aggregate base construction, aggregate shoulders, HMA pavement, PCC curb and gutter, PCC sidewalk, PCC driveways, Class D patch, storm sewer construction, pavement marking, and parkway restoration 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: 2019 Street Improvements, Village of North Aurora, Kane County, Illinois.

You are notified that your Bid dated <u>APRIL 9, 2019</u> for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for 2019 Street Improvements

The Contract Price of your contract is One Million, Eight Hundred Sixty-Nine Thousand, Four Hundred Twenty-Four Dollars and Twenty -Five Cents (\$1,869,424.25).

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).

(List other conditions precedent).
NONE
Failure to comply with these conditions within the time specified will entitle OWNER to consider your 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 interpart of the Agreement with the Contract Documents attached.
VILLAGE OF NORTH AURORA
By:(AUTHORIZED SIGNATURE)
(AUTHORIZED SIGNATURE)
Title:VILLAGE PRESIDENT
TILEVILLAGE FRESIDENT
Copy to ENGINEER

#### BID TABULATION 2019 STREET IMPROVEMENTS VILLAGE OF NORTH AURORA

				FNGII	NEER'S	Ruilder's F	Paving, LLC	Geneva Cons	truction Company	Schroeder	NA-610
					MATE	Hillside, IL		LLC Geneva Construction Company  Aurora, IL		Schroeder Asphault Services Huntley, IL	
		TOTAL		UNIT	TOTAL	UNIT	TOTAL	UNIT		UNIT	
NO.	DESCRIPTION	TOTAL	UNIT	PRICE	COST	PRICE	COST	PRICE	TOTAL	PRICE	TOTAL
1	Mobilization	1	LSUM	\$60,000.00	\$60,000.00	\$115,000.00	\$115,000.00	\$16,000.00	\$16,000.00	\$8,500.00	\$8,500.00
2	Traffic Control and Protection	1	LSUM	\$15,000.00	\$15,000.00	\$14.231.00	\$14,231.00	\$16,000.00	\$16,000.00	\$27,000,00	\$27.000.00
				,	****	***************************************		\$1,875.00	\$1,875.00	*,	. ,
3	Uncontaminated Soil Certification	1	LSUM	\$5,000.00	\$5,000.00	\$4,250.00	\$4,250.00	. ,	. ,	\$2,000.00	\$2,000.00
4	Removal and Disposal of Unsuitable Material	725	CY	\$25.00	\$18,125.00	\$27.50	\$19,937.50	\$34.00	\$24,650.00	\$28.00	\$20,300.00
5	Porous Granular Embankment	725	CY	\$25.00	\$18,125.00	\$30.50	\$22,112.50	\$30.00	\$21,750.00	\$40.00	\$29,000.00
6	Geotechnical Fabric for Ground Stabilization, 8 oz.	2,275	SY	\$2.00	\$4,550.00	\$1.50	\$3,412.50	\$1.00	\$2,275.00	\$1.50	\$3,412.50
7	Inlet and Pipe Protection	116	EA	\$75.00	\$8,700.00	\$50.00	\$5,800.00	\$50.00	\$5,800.00	\$100.00	\$11,600.00
8	Topsoil Furnish and Place, 6"	5,050	SY	\$6.00	\$30,300.00	\$5.50	\$27,775.00	\$5.50	\$27,775.00	\$5.50	\$27,775.00
9	Seeding Class 1, with Fertilizers	5,050	SY	\$1.50	\$7,575.00	\$0.45	\$2,272.50	\$0.45	\$2,272.50	\$0.45	\$2,272.50
10	Erosion Control Blanket	5,050	SY	\$2.00	\$10,100.00	\$1.10	\$5,555.00	\$1.10	\$5,555.00	\$1.10	\$5,555.00
11	Aggregate Base Course, Type B, 6" (HMA Driveways)	290	SY	\$8.50	\$2,465.00	\$8.00	\$2,320.00	\$8.00	\$2,320.00	\$8.60	\$2,494.00
12	Aggregate Base Course, Type B, 4" (PCC Driveways)	160	SY	\$6.00	\$960.00	\$3.90	\$624.00	\$6.00	\$960.00	\$6.80	\$1,088.00
13	Aggregate Shoulders, Type B, 8*	190	SY	\$6.00	\$1,140.00	\$12.00	\$2,280.00	\$19.00	\$3,610.00	\$20.70	\$3,933.00
*14	Aggregate Base Course, Type B, 12"	210	SY	\$18.00	\$3,780.00	\$10.75	\$2,257.50	\$16.00	\$3,360.00	\$17.00	\$3,570.00
*15	Earth Excavation	80	CY	\$35.00	\$2,800.00	\$33.50	\$2,680.00	\$43.00	\$3,440.00	\$30.00	\$2,400.00
16	Preparation of Base	56,875	SY	\$0.40	\$22,750.00	\$0.40	\$22,750.00	\$0.15	\$8,531.25	\$0.80	\$45,500.00
17		120	TON	\$20.00	\$22,750.00			\$18.00	\$2,160.00	\$17.00	\$2,040.00
	Aggregate for Base Repair				,::::::	\$11.00	\$1,320.00		.,		.,
*18	Bituminous Materials (Prime Coat) includes Aggregate as Required	28,500	GAL	\$0.01	\$285.00	\$0.01	\$285.00	\$0.01	\$285.00	\$0.01	\$285.00
19	HMA Binder Course, IL-19.0,N50	11,025	TON	\$62.00	\$683,550.00	\$57.50	\$633,937.50	\$57.00	\$628,425.00	\$80.50	\$887,512.50
20	HMA Surface Course, Mix D, N-50	6,983	TON	\$66.00	\$460,878.00	\$64.50	\$450,403.50	\$66.00	\$460,878.00	\$82.00	\$572,606.00
21	Class D Patch, 6*, N50	800	SY	\$25.00	\$20,000.00	\$44.00	\$35,200.00	\$45.00	\$36,000.00	\$43.00	\$34,400.00
22	PCC Driveway Pavement, 6*	200	SY	\$70.00	\$14,000.00	\$53.80	\$10,760.00	\$57.00	\$11,400.00	\$68.00	\$13,600.00
23	PCC Sidewalk, 5*, 4* Aggregate Base	12,250	SF	\$6.50	\$79,625.00	\$5.30	\$64,925.00	\$6.50	\$79,625.00	\$6.25	\$76,562.50
*24	Detectable Warnings	1,030	SF	\$25.00	\$25,750.00	\$20.00	\$20,600.00	\$24.00	\$24,720.00	\$25.00	\$25,750.00
*25	Comb. Concrete Curb and Gutter, TY B6.12, Reinf., 4* Base	4,352	LF	\$25.00	\$108,800.00	\$25.75	\$112,064.00	\$25.00	\$108,800.00	\$29.00	\$126,208.00
26	Construction Layout	1	LSUM	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,250.00	\$4,250.00
*27	HMA Surface Removal, 2"	1,110	SY	\$2.00	\$2,220.00	\$1.80	\$1,998.00	\$1.75	\$1,942.50	\$1.75	\$1,942.50
28	HMA Surface Removal, 5"	43,475	SY	\$3.80	\$165,205.00	\$3.20	\$139,120.00	\$3.70	\$160,857.50	\$4.20	\$182,595.00
29	HMA Surface Removal, 6"	13,525	SY	\$4.40	\$59,510.00	\$3.75	\$50,718.75	\$4.00	\$54,100.00	\$5.00	\$67,625.00
30	Remove and Reinstall Brick Pavement	30	SF	\$100.00	\$3,000.00	\$11.00	\$330.00	\$10.00	\$300.00	\$11.00	\$330.00
31	HMA Surface Removal. Butt Joint	487	SY	\$8.00	\$3,896.00	\$5.00	\$2,435.00	\$4.00	\$1,948.00	\$7.00	\$3,409.00
32			SY		\$18.804.00	\$10.00	\$15.670.00	\$7.20	\$1,946.00	\$11.00	
	Driveway Pavement Removal	1,567		\$12.00	,		,		. , ,		\$17,237.00
33	Combination Curb and Gutter Removal	4,312	LF	\$5.00	\$21,560.00	\$4.25	\$18,326.00	\$7.00	\$30,184.00	\$6.00	\$25,872.00
34	Sidewalk Removal	13,300	SF	\$1.50	\$19,950.00	\$1.50	\$19,950.00	\$1.25	\$16,625.00	\$1.75	\$23,275.00
35	Inlet TY A, 2" Dia W/TY1 FR&GR	1	EA	\$1,200.00	\$1,200.00	\$2,290.00	\$2,290.00	\$2,290.00	\$2,290.00	\$2,150.00	\$2,150.00
36	Catch Basins TY C, 2" Dia W/TY11 FR&GR	4	EA	\$1,500.00	\$6,000.00	\$2,490.00	\$9,960.00	\$2,490.00	\$9,960.00	\$2,850.00	\$11,400.00
37	Catch Basins TY C, 2" Dia W/TY11V FR&GR	6	EA	\$1,500.00	\$9,000.00	\$2,540.00	\$15,240.00	\$2,540.00	\$15,240.00	\$2,850.00	\$17,100.00
38	Storm Sewer, 6" DIA, Perforated Pipe w/sock	35	LF	\$35.00	\$1,225.00	\$89.00	\$3,115.00	\$89.00	\$3,115.00	\$65.00	\$2,275.00
39	Storm Sewer, 8* DIA, PVC, C-900	30	LF	\$50.00	\$1,500.00	\$116.00	\$3,480.00	\$116.00	\$3,480.00	\$125.00	\$3,750.00
40	Storm Sewer, 12" DIA, RCP Storm Sewer CL IV	110	LF	\$50.00	\$5,500.00	\$130.00	\$14,300.00	\$130.00	\$14,300.00	\$125.00	\$13,750.00
41	Trench Backfill	60	CY	\$40.00	\$2,400.00	\$55.00	\$3,300.00	\$55.00	\$3,300.00	\$30.00	\$1,800.00
42	INL/MH to be Removed (as needed)	1	EA	\$800.00	\$800.00	\$350.00	\$350.00	\$350.00	\$350.00	\$250.00	\$250.00
43	INL/MH to be Adjusted	50	EA	\$400.00	\$20,000.00	\$400.00	\$20,000.00	\$400.31	\$20,015.50	\$525.00	\$26,250.00
44	INL/MH to be Adjusted w/New TY11 Frame and Grate	1	EA	\$800.00	\$800.00	\$800.00	\$800.00	\$791.85	\$791.85	\$890.00	\$890.00
45	Sanitary Manhole to be Adjusted	9	EA	\$1,000.00	\$9,000.00	\$900.00	\$8,100.00	\$680.00	\$6,120.00	\$1,650.00	\$14,850.00
46		1	EA	\$500.00	\$500.00	\$275.00	\$275.00	\$340.00	\$340.00	\$450.00	\$450.00
47	Water Valve Box to be Adjusted  Storm Structure Reset Flat Top and Adjust (as peeded)	2	EA	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,650.00	\$3,300.00
	Storm Structure Reset Flat Top and Adjust (as needed)										
48	Thermoplastic Pavement Marking, Letters and Symbols	280	SF	\$5.00	\$1,400.00	\$3.25	\$910.00	\$3.25	\$910.00	\$4.50	\$1,260.00
49	Thermoplastic Pavement Marking Line, 4*	1,450	LF	\$0.80	\$1,160.00	\$0.40	\$580.00	\$0.40	\$580.00	\$0.65	\$942.50
50	Thermoplastic Pavement Marking Line, 6 *	3,940	LF	\$1.00	\$3,940.00	\$1.05	\$4,137.00	\$1.05	\$4,137.00	\$1.00	\$3,940.00
51	Thermoplastic Pavement Marking Line, 12*	1,020	LF	\$2.50	\$2,550.00	\$1.50	\$1,530.00	\$1.50	\$1,530.00	\$2.25	\$2,295.00
52	Thermoplastic Pavement Marking Line, 24*	295	LF	\$5.00	\$1,475.00	\$3.25	\$958.75	\$3.25	\$958.75	\$4.50	\$1,327.50
53					\$0.00		\$0.00		\$0.00		\$0.00
54					\$0.00		\$0.00		\$0.00		\$0.00
TOTAL \$1,981,253.00 \$1,93					\$1,926	,926.00	\$1,8	69,424.25	\$2,	369,879.50	
										l	

## Memorandum



**To:** Steve Bosco, Village Administrator

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

**Date:** April 11<sup>th</sup>, 2019

Re: Animal Control Services Contract Renewal

The Village's animal control services agreement with Kane County is set to expire on April 30, 2019. The Village entered into an intergovernmental agreement with Kane County for Animal control services on June 14, 2016. The animal control services agreement allows the Village to contact Kane County regarding animals running at large, sick or injured dogs, small wild mammals such as skunks, raccoons, and bats, and provide housing and adoption services for animals in its custody. The agreement would be for one year and to expire on April 30<sup>th</sup>, 2020 with two one-year renewal options.

Attached is a resolution, agreement, and fee schedule for animal control services with Kane County.

#### VILLAGE OF NORTH AURORA

## A RESOLUTION APPROVING A RENEWAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KANE FOR ANIMAL CONTROL SERVICES

**WHEREAS**, the Village of North Aurora previously entered into an Intergovernmental Agreement with the County of Kane for Animal Control Services dated <u>June 14, 2016</u> ("Agreement"), and

**WHEREAS**, the Current Agreement and renewal agreements have expired as of April 30, 2019 and The Village of North Aurora has determined that it is in the best interests of the Citizens of the Village to enter into another One Year Agreement to expire <u>April 30, 2020</u> with two one-year renewal options.

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

- Section 1. The Village of North Aurora hereby acknowledges that it has been actively participating in animal control services with the County of Kane.
- Section 2. The Village President is authorized to execute an Agreement Renewal for Animal Control Services.
- Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

Presented to the Board of Trustee day of, 20	es of the Village of North Aurora, Kane County, Illinois this19	
Passed by the Board of Trustees of, 2019	of the Village of North Aurora, Kane County, Illinois this da	ιy
Mark Carroll	Laura Curtis	
Mark Gaffino	Mark Guethle	
Mike Lowery	Tao Martinez	
Approved and signed by me County, Illinois this day of	e as President of the Board of Trustees of the Village of North Aurora, Ka, 2019, A.D.	ıne
ATTEST:	Village President	
Village Clerk		

#### AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_15th\_\_\_ day of \_\_April\_\_\_\_, 2019 by and between the COUNTY OF KANE, a body politic and corporate, and the <u>Village of North Aurora</u>, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the <u>Village of North Aurora</u> ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits and desires to contract with the County to discharge these responsibilities; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with animal control services, including but not limited to pick-up of animals running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control, located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, the parties have a mutual interest in long term planning for animal control services in Kane County; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution \_\_\_\_\_\_ to enter into an intergovernmental agreement with the Municipality as herein provided;

**NOW, THERFORE the COUNTY OF KANE and the Village of North Aurora** do hereby agree as follows:

#### **Section 1. Incorporation of Recitals.**

The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

#### Section 2. Pickup Service Provided.

The Kane County Animal Control Department will provide pickup service for stray dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

#### **Section 3. Complaint Calls - Response.**

The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, from the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large, and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on **Exhibit A**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of \_\_6:00 p.m.\_\_\_\_ on weekdays and \_\_all day\_ on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

#### Section 4. Vicious or Dangerous Dogs.

The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

#### **Section 5. Invoices for Services.**

Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal

serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

#### Section 6. Termination of prior Agreements; Waiver of Fees.

Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

#### **Section 7. Fees and Charges to Individual Owners.**

Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

#### **Section 8. Effective Date; Termination.**

This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until \_\_April 30, 2020\_ with two one-year renewal options. The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

#### Section 9. Additional Agreements.

The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality. The Municipality shall provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the website of the other, in order to direct users to the proper point of contact. The statement posted should contain similar language to the following:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency first.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

#### Section 10. Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

#### Section 11. Indemnification.

The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers, agents and, employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

#### Section 12. Notices.

Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

#### If to Kane County:

County of Kane

Kane County Government Center 719 South Batavia Avenue - Building A - 2nd Floor Geneva, IL 60134 Attention: County Board Chairman

#### With a copy to:

Animal Control Administrator County of Kane 4060 Keslinger Rd. Geneva, IL 60134

#### With a copy to:

States Attorney, Chief of the Civil Division 100 South Third Street, 4th Floor Geneva, IL 60134

#### If to the Municipality:

Steve Bosco, Village Administrator Village of North Aurora 25 E. State Street North Aurora, IL 60542

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

#### Section 13. Severability.

If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

#### **Section 14. Entire Agreement of the Parties.**

This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

#### Section 15. Binding Effect; Successors' Assignment.

This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE		
By:		
Christopher Lauzen		
County Board Chairman		
ATTEST:		
John A. Cunningham		
Kane County Clerk		
MUNICIPALITY		
By:		
Dale Berman, Village President		
Village of North Aurora		