



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, MAY 20, 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. Sugar Grove Boundary Agreement

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 5/6/2019
2. Travel and Expenses for Business Purposes in the Amount of **\$95.81**
3. Resolution of the Board of Library Trustees of the Village of North Aurora, Adopting Budget and Appropriations for the Library's Fiscal Year Beginning June 1, 2019 and Ending May 31, 2020
4. Bills List dated 5/20/2019 in the Amount of **\$318,543.83**

NEW BUSINESS

1. Approval of an Ordinance authorizing the execution of an amendment to the Jurisdictional Boundary Line Agreement with the Village of Sugar Grove
2. Approval of a Resolution for a Communications System Contract for three years with MetroNet

OLD BUSINESS

VILLAGE PRESIDENT

COMMITTEE REPORTS

TRUSTEES' COMMENTS

ADMINISTRATOR'S REPORT

ATTORNEY'S REPORT

VILLAGE DEPARTMENT REPORTS

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

EXECUTIVE SESSION

ADJOURN

Initials SIB

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
MAY 6, 2019**

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE

INSTALLATION OF NEWLY ELECTED OFFICIALS

1. Oath of Office for Newly Elected Officials:
 - a. Mark Carroll, Village Trustee
 - b. Laura Curtis, Village Trustee
 - c. Mark Guethle, Village Trustee

Trustees Carroll, Curtis and Guethle were sworn in at this time by Mayor Berman for another term as Village Trustees in the Village of North Aurora.

ROLL CALL

In attendance: Mayor Dale Berman, Trustees Mark Gaffino, Mike Lowery, Laura Curtis, Mark Carroll, Mark Guethle, Tao Martinez.

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

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

CONSENT AGENDA

1. Village Board Minutes dated 4/15/2019; C.O.W. Minutes dated 4/15/2019
2. Pay Request No. 1 Partial in the Amount of \$130,772.71 to Patnick Construction Inc. for the Well No. 8 and Well No. 9 Transmission Mains
3. Bills List dated 5/6/2019 in the Amount of \$236,846.63

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

OLD BUSINESS - None

NEW BUSINESS

1. Approval of an Ordinance Adopting the Village of North Aurora Annual Budget for the Fiscal Year Beginning June 1, 2019 and Ending May 31, 2020

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

2. Approval of the Purchase and Installation of a Traffic Signal Controller for the Ice Cream Drive and Randall Road intersection for a total Amount of \$19,371.00.

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

3. Approval of a Sidewalk Leveling Quote from Hard Rock Concrete Cutters in the Amount of \$18,460.00

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

4. Approval of a Resolution Acknowledging an Emergency Situation Requiring the Expenditure of Funds Over Normal Purchasing Limits (Tanner Trails Collapsed Storm Sewer)

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

5. Approval of a Special Events Permit for North Aurora River District Alliance (NOARDA) Summer Concerts/Movies in the Park

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

6. Approval of a Resolution Designating the North Aurora River District Alliance's Rhythm on the Riverfront Summer Concert/Movie Series a Village Sponsored Event and allowing the consumption of Liquor in North Aurora Riverfront Park

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

7. Approval of a Special Events Permit for North Aurora River District Alliance (NOARDA) for Water Wonders Seasonal Opening

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

EXECUTIVE SESSION

1. Review of Executive Session Minutes dated 11/5/2018; 3/18/2019; and 4/15/2019
2. Review of the Release of Executive Session Minutes

Mayor Berman moved the Executive Session to the end of the meeting.

VILLAGE PRESIDENT - None

COMMITTEE REPORTS - None

TRUSTEES' COMMENTS - None

ADMINISTRATOR'S REPORT

The emergency purchases resolution was approved earlier this evening. This is the first time the Village has had to invoke the provision. Staff was thankful it was resolved quickly.

ATTORNEY'S REPORT - None

VILLAGE DEPARTMENT REPORTS

1. **Finance** - None
2. **Community Development** – Mike Toth noted that Nancy Garrity is retiring on Friday and thanked her for her 23 years of service. Steve Bosco noted that there have been three retirements in the past month: Cindy Torracco, Nancy Garrity and a Public Works laborer.
3. **Police** - None
4. **Public Works** - None

EXECUTIVE SESSION

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

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

5/20/2019

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
North Aurora Honor Guard (Ryan Peat, David Parr, Ryan McKiness, Mike Robinson)	State of the Village	Expense	4/10/2019	\$ 60.81
Mayor Dale Berman	Metro West Board Meeting	Expense	4/25/2019	\$ 35.00
			TOTAL	\$ 95.81

RESOLUTION 07 -2019
APPROPRIATIONS AND BUDGET RESOLUTION
MESSENGER PUBLIC LIBRARY OF NORTH AURORA

Resolution of the Board of Library Trustees of the Village of North Aurora, (Messenger Public Library) adopting a budget and making appropriations for the fiscal year beginning June 1, 2019 and ending May 31, 2020.

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

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

Personnel	\$1,168,794
Building Expenses	\$350,000
Materials	\$230,000
Technology	\$105,722
Maintenance	\$107,500.00
General Operating	\$72,034
Programming	\$51,225
Utilities	\$28,763
Trustee & Staff Development	\$24,763
Insurance (D&O, W.C. Building)	\$22,763
Furniture Fixtures Repair Replacement	\$5,486
TOTAL	\$ 2,167,050.00

Section 2. The foregoing expenditures (except for the "*Building Expenses*" for *Facility and Grounds Capital Improvement Projects* *) are budgeted and appropriated from general property tax revenues for corporate purposes and from a .02 special tax for Building and Maintenance (75 ILCS 5/3-1). The Building Expenses* for facility and grounds capital improvement projects funding source expenditure is budgeted from the Special Reserve Fund (\$ 350,000).

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

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

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

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

PASSED by the Board of Library Trustees of the Messenger Public Library this 9th day of May, 2019, pursuant to roll call vote as follows:

AYES:

7

NAYES:

0

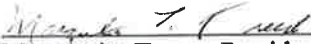
ABSENT:

0


NOT VOTING:

0

APPROVED:


Marguerite Treest, President
Board of Library Trustees
Messenger Public Library

ATTEST:


Corinn Sparks, Secretary
Board of Library Trustees
Messenger Public Library

Accounts Payable

To Be Paid Proof List

User: Ablaser
Printed: 05/16/2019 - 12:17PM
Batch: 00502.05.2019



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
A Lamp Concrete Contractors, Inc						
467767						
Sanitary Sewer Service Repair	8,952.02	18-445-4570	Sewers Rpr & Mtce	04062019	4/6/2019	05/20/2019
Total:	8,952.02	*Vendor Total				
Aaron Anderson						
043760						
Plan/ Zoning Commission Meeting	50.00	01-410-4016	Per Diem - Plan Commission	05072019	5/7/2019	05/20/2019
Total:	50.00	*Vendor Total				
Accela, Inc. #774375						
034670						
Web Payments/May 2019	1,090.00	60-445-4510	Equipment/IT Maint	INV-ACC455	4/30/2019	05/20/2019
Total:	1,090.00	*Vendor Total				
Ace Hardware						
000030						
Boots, Fastners, Vinyl Numbers	105.70	01-445-4799	Misc. Expenditures	04302019	4/30/2019	05/20/2019
Total:	105.70	*Vendor Total				
Aflac						
030540						
AFLAC- April 2019	225.58	01-000-2053	AFLAC	503017	4/27/2019	05/20/2019
Total:	225.58	*Vendor Total				
AIM						
046510						
Flex- April 2019	189.00	01-430-4267	Finance Services	00031086	5/1/2019	05/20/2019
Total:	189.00	*Vendor Total				
Alarm Detection Systems of IL						
000060						
Keys & Lock Cores	287.90	01-440-4799	Misc.	SI-505492	5/2/2019	05/20/2019
Total:	287.90	*Vendor Total				
Altorfer Industries, Inc.						
467830						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Generator Service- PD	2,735.00	01-445-4520	Public Buildings Rpr & Mtce	PM60028116	4/30/2019	05/20/2019
Generator Service	160.00	01-445-4520	Public Buildings Rpr & Mtce	PM60028116	4/30/2019	05/20/2019
Total:	2,895.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- VH/May 2019	127.03	01-445-4520	Public Buildings Rpr & Mtce	5173821	5/1/2019	05/20/2019
Pest Control- PD/May 2019	91.00	01-445-4520	Public Buildings Rpr & Mtce	5174924	5/1/2019	05/20/2019
Total:	218.03	*Vendor Total				
Aurora Area Convention						
003770						
NA Hotel Tax/Mar 2019	2,393.49	15-430-4752	90% Tourism Council	04292019	4/29/2019	05/20/2019
Total:	2,393.49	*Vendor Total				
B & F Construction						
015600						
Inspections (25) LVOTF- Mar 2019	1,000.00	01-441-4276	Inspection Services	11277	4/17/2019	05/20/2019
Total:	1,000.00	*Vendor Total				
Brackett, Michael						
005890						
Plan/ Zoning Commission Meeting	50.00	01-410-4016	Per Diem - Plan Commission	05072019	5/7/2019	05/20/2019
Total:	50.00	*Vendor Total				
C & R Specialists						
008640						
Squad Repair- #63	509.98	01-440-4511	Vehicle Repair and Maint	04242019	4/24/2019	05/20/2019
Total:	509.98	*Vendor Total				
Call One						
043480						
25 E. State Street Lines	189.56	01-430-4651	Telephone	05152019-01	5/15/2019	05/20/2019
25 E. State Street Lines	189.56	01-441-4651	Telephone	05152019-02	5/15/2019	05/20/2019
25 E. State Street Lines	189.57	01-445-4651	Telephone	05152019-03	5/15/2019	05/20/2019
25 E. State Street Lines	189.57	60-445-4651	Telephone	05152019-04	5/15/2019	05/20/2019
314 Butterfield Phone Lines	87.47	01-445-4651	Telephone	05152019-05	5/15/2019	05/20/2019
316 Butterfield Phone Lines	47.30	60-445-4651	Telephone	05152019-06	5/15/2019	05/20/2019
PRI Village Hall/ Police Dept	283.95	01-440-4652	Communications	05152019-07	5/15/2019	05/20/2019
PRI Village Hall/ Police Dept	283.96	01-430-4652	Communications	05152019-08	5/15/2019	05/20/2019
200 S. Lincolnway Phone Lines	1,390.98	01-440-4651	Telephone	05152019-09	5/15/2019	05/20/2019
Total:	2,851.92	*Vendor Total				
Casey Equipment Co, Inc						
010570						
Fuel & Air Filters	688.01	01-445-4511	Vehicle Repair and Maint	C18999	5/3/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	688.01	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control- June 2019	14,351.50	01-445-4521	Mosquito Control	001005019	4/25/2019	05/20/2019
Total:	14,351.50	*Vendor Total				
Comcast Cable						
040740						
Internet Service- May 2019	222.80	01-440-4652	Communications	87712006101	4/27/2019	05/20/2019
Total:	222.80	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Tire Disposal Fee (9)	45.00	01-445-4511	Vehicle Repair and Maint	3330022033	4/24/2019	05/20/2019
Total:	45.00	*Vendor Total				
Connie Holbrook						
034000						
Plan/ Zoning Commission Meeting	50.00	01-410-4016	Per Diem - Plan Commission	05072019	5/7/2019	05/20/2019
Total:	50.00	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Street Lights/ Orchard Gateway	36.75	10-445-4660	Street Lighting and Poles	14648871801	4/17/2019	05/20/2019
Street Lights/ Orchard & Oak	103.10	10-445-4660	Street Lighting and Poles	14648878401	4/17/2019	05/20/2019
Street Lights/ 1600 Orchard Gateway	198.31	10-445-4660	Street Lighting and Poles	14648886901	4/17/2019	05/20/2019
Street Lights/ Orchard & White Oak	76.00	10-445-4660	Street Lighting and Poles	14648893301	4/17/2019	05/20/2019
Street Lights/ Orchard Gateway & Orchard	129.34	10-445-4660	Street Lighting and Poles	14648896901	4/17/2019	05/20/2019
Street Lights/ 211 River Road	2,638.96	10-445-4660	Street Lighting and Poles	14737044601	4/23/2019	05/20/2019
Total:	3,182.46	*Vendor Total				
Doug Botkin						
047330						
Plan/ Zoning Commission Meeting	50.00	01-410-4016	Per Diem - Plan Commission	05075019	5/8/2019	05/20/2019
Total:	50.00	*Vendor Total				
Dreisilker Electric Motors						
467749						
ETP Exhaust Install For Motor	765.00	60-445-4567	Treatment Plant Repair/Maint	I119492	4/25/2019	05/20/2019
Total:	765.00	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Admin/Fin Legal Services- April 2019	782.00	01-430-4260	Legal	06741	4/30/2019	05/20/2019
Liquor Legal Services- April 2019	25.50	01-430-4260	Legal	06742	4/30/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Police Legal Services- April 2019	1,754.00	01-440-4260	Legal	06743	4/30/2019	05/20/2019
PW Legal Services- April 2019	42.50	01-445-4260	Legal	06744	4/30/2019	05/20/2019
Total:	2,604.00	*Vendor Total				
Dustcatchers & Logo Mat, Inc.						
023610						
Towel & Rug Cleaning/ PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	60169	4/3/2019	05/20/2019
Towel & Rug Cleaning/ PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	60656	4/17/2019	05/20/2019
Total:	65.86	*Vendor Total				
Emergency Services Marketing Corp., Inc.						
051760						
Subscription Fee- 1 Yr Term	305.00	01-440-4558	Emergency Management	04302019	4/30/2019	05/20/2019
Total:	305.00	*Vendor Total				
Endress & Hauser Inc.						
467824						
WTP Level Sensor (HMO)	7,520.30	60-445-4567	Treatment Plant Repair/Maint	6002057266	4/30/2019	05/20/2019
Total:	7,520.30	*Vendor Total				
Entenmann-Rovin Co.						
000450						
Award Bars	75.00	01-440-4160	Uniform Allowance	0143654-IN	5/7/2019	05/20/2019
Total:	75.00	*Vendor Total				
Federal Express Corporation						
009530						
Shipping Expense (2)	43.16	01-445-4505	Postage	6-531-44964	4/24/2019	05/20/2019
Total:	43.16	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	3,445.66	71-000-1340	Gas/Diesel Escrow	3616341	5/1/2019	05/20/2019
Diesal Fuel	512.83	71-000-1340	Gas/Diesel Escrow	3616342	5/1/2019	05/20/2019
Total:	3,958.49	*Vendor Total				
Fifth Third Bank						
028450						
GFOA/ Southwest	427.96	01-430-4370	Conferences & Travel	BH042019-01 4/9/2019		05/20/2019
AP Controls Webinar/ IGFOA	30.00	01-430-4380	Training & Testing	BH042019-02 4/9/2019		05/20/2019
Pump Rental/ United Rentals	1,445.53	01-445-4544	Storm Drain Maintenance	BR042019-01 4/1/2019		05/20/2019
Pump Rental Extension Time/ United Rentals	867.31	01-445-4544	Storm Drain Maintenance	BR042019-02 4/16/2019		05/20/2019
Tree For Arbor Day Tree Planting/ Kaknes Lan	195.00	01-445-4532	Tree Service	BR042019-03 4/24/2019		05/20/2019
IPhone Case- Poss/ Amazon	31.46	01-430-4420	IT Supplies	DA042019-01 4/11/2019		05/20/2019
Dual Monitor Stands- PD/Amazon	166.77	01-430-4420	IT Supplies	DA042019-02 4/11/2019		05/20/2019
GIS Training- Hansen/ESRI	1,300.00	01-430-4380	Training & Testing	DA042019-03 4/29/2019		05/20/2019
Safety Glasses/ Amazon	60.40	01-440-4383	Firearm Training	DC042019-01 3/28/2019		05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
New Veh Storage Totes/ Office Depot	177.90	01-440-4511	Vehicle Repair and Maint	DC042019-02 3/31/2019	05/20/2019	
Dry Erase Board/ Office Depot	48.04	01-440-4799	Misc.	DC042019-03 4/2/2019	05/20/2019	
Computer Equipment/ Amazon	60.98	01-440-4510	Equipment/IT Maint	DC042019-04 4/16/2019	05/20/2019	
Extention Pole/ Home Depot	49.95	01-440-4799	Misc.	DC042019-05 4/27/2019	05/20/2019	
Extention Pole Return/ Home Depot	-49.95	01-440-4799	Misc.	DC042019-06 4/27/2019	05/20/2019	
Honor Guard Meals/ Oak Street Restaurant	60.81	01-440-4799	Misc.	DF042019-01 4/10/2019	05/20/2019	
APD Dispatchers Wk/ The Cakery	45.00	01-440-4498	Community Service	DF042019-02 4/19/2019	05/20/2019	
Sign & Coat Rack/ K-Log	377.24	01-440-4799	Misc.	DF042019-03 4/25/2019	05/20/2019	
Uniform Pins/ Galls	77.87	01-440-4160	Uniform Allowance	DF042019-04 4/27/2019	05/20/2019	
Digital Storage/ Office Depot	300.96	01-440-4411	Office Expenses	JD042019-01 3/26/2019	05/20/2019	
Investigation Tool/ Lexis Nexis	50.00	01-440-4555	Investigations	JD042019-02 4/2/2019	05/20/2019	
Creamer/ Office Depot	113.80	01-440-4411	Office Expenses	JD042019-03 4/3/2019	05/20/2019	
Hotel For #110/ Doubletree	392.00	01-440-4380	Training	JD042019-04 4/5/2019	05/20/2019	
IL Pocket Brainbook/ iTunes	4.24	01-440-4555	Investigations	JG042019-01 4/6/2019	05/20/2019	
Min Man 3 W/ Viewport NIJ III/ Patriot 3Inc	3,298.00	01-440-4383	Firearm Training	JG042019-02 4/17/2019	05/20/2019	
Dump Pivots & Crack Repair- Truck 188/ Fox '1	1,730.10	01-445-4511	Vehicle Repair and Maint	JL042019-01 4/27/2019	05/20/2019	
Oak Lath Bundles (8), Leveling Rod/ Municipa	429.00	01-445-4870	Equipment	JL042019-02 4/1/2019	05/20/2019	
Lead Service Line Forum/ IL AWWA	60.00	01-445-4380	Training	JL042019-03 4/23/2019	05/20/2019	
Hard Hats (8)/ Municipal Marking Dist	211.19	01-445-4870	Equipment	JL042019-04 4/26/2019	05/20/2019	
Retirement Lunch- Lirot/ Portillo's	804.11	01-445-4799	Misc. Expenditures	JL042019-05 4/25/2019	05/20/2019	
Conf Refund- Swoboa/ IL Div Of IAI	-200.00	01-440-4370	Conferences & Travel	MQ042019-0 4/19/2019	05/20/2019	
Air Purifier For Evidence Trailer/ Home Depot	322.26	01-440-4799	Misc.	MQ042019-0 4/19/2019	05/20/2019	
ILEAS Conf Hotel- McCoy/ Crown Plaza	158.20	01-440-4370	Conferences & Travel	SBZ042019-0 3/26/2019	05/20/2019	
Cert Appreciation Dinner/ Raimondo's Pizza	89.00	01-440-4799	Misc.	SBZ042019-0 4/15/2019	05/20/2019	

Total: 13,135.13 *Vendor Total

Fox Metro

029650

New Service Inspections (2)	80.00	60-445-4480	New Meters,rprs. & Rplcmnts.	04302019	4/30/2019	05/20/2019
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Total: 80.00 *Vendor Total

FOX METRO

045480

VH Sewer- 1/31 thru 3/31	68.64	01-445-4662	Utility	N02-0164	4/29/2019	05/20/2019
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PW Garage Sewer- 1/31 thru 3/31	18.72	01-445-4662	Utility	N02-5182	4/29/2019	05/20/2019
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PD Sewer- 1/31 thru 3/31	62.40	01-445-4662	Utility	N02-5784	4/29/2019	05/20/2019
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Total: 149.76 *Vendor Total

Frost Electric Company, Inc.

021540

New Lights- VH Conference Room	1,650.00	01-445-4520	Public Buildings Rpr & Mtce	7811	4/25/2019	05/20/2019
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New Outlet For Pressure Washer	1,115.00	01-445-4520	Public Buildings Rpr & Mtce	7821	5/2/2019	05/20/2019
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Total: 2,765.00 *Vendor Total

GovTemps USA, LLC

467813

Accting Asst Thru 4/21	1,008.00	01-430-4280	Professional/Consulting Fees	2766576	4/25/2019	05/20/2019
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Total: 1,008.00 *Vendor Total

Harmonic Heating & Air Conditioning

047680

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Gate Repair- PD	553.00	01-445-4520	Public Buildings Rpr & Mtce	107823	4/29/2019	05/20/2019
Spring Maint- PD	2,382.00	01-445-4520	Public Buildings Rpr & Mtce	34784	4/3/2019	05/20/2019
Total:	2,935.00	*Vendor Total				
Harners Bakery And Restaurant						
025570						
Donuts For Press Conference	37.80	01-440-4498	Community Service	04162019	5/16/2019	05/20/2019
Total:	37.80	*Vendor Total				
IT-Stability Systems, LLC						
467788						
DACRA Fees- April 2019	1,500.00	01-440-4510	Equipment/IT Maint	2019-119	5/1/2019	05/20/2019
Total:	1,500.00	*Vendor Total				
J & S Construction						
029060						
Sink Hole & Pipe Repair	27,322.36	01-445-4544	Storm Drain Maintenance	1902001	4/24/2019	05/20/2019
Total:	27,322.36	*Vendor Total				
Jennifer Duncan						
032260						
Plan/ Zoning Commission Meeting	50.00	01-410-4016	Per Diem - Plan Commission	05072019	5/7/2019	05/20/2019
Total:	50.00	*Vendor Total				
Kane County GIS Technologies						
467688						
GIS Services- May 2019	1,166.00	01-430-4280	Professional/Consulting Fees	NA-2019-04	6/1/2019	05/20/2019
GIS Services- April 2019	1,166.00	01-430-4280	Professional/Consulting Fees	NA-2019-04A	5/1/2019	05/20/2019
Total:	2,332.00	*Vendor Total				
Kane County Recorder						
010600						
Recorder	288.00	01-441-4506	Publishing	04302019	3/30/2019	05/20/2019
Total:	288.00	*Vendor Total				
Kane County Treasurer						
030330						
2018 Tax Bill 24 N.M	2,833.24	01-490-4799	Misc. Expenditures	15-04-206-01	5/14/2019	05/20/2019
2018 Tax Bill M/J	1,118.54	01-490-4799	Misc. Expenditures	15-04-255-03	5/14/2019	05/20/2019
2018 Tax Bill Silo	1,722.94	01-490-4799	Misc. Expenditures	15-04-255-04	5/14/2019	05/20/2019
2018 Tax Bill W#8	103.84	60-445-4799	Misc. Expenditures	15-05-400-06	5/14/2019	05/20/2019
Total:	5,778.56	*Vendor Total				
KANE COUNTY TREASURER						
044900						
Loan Debt Interest Payment	3,530.37	60-445-4706	Debt Interest Payment	2019-0000000	5/14/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	3,530.37	*Vendor Total				
KB Collision & Customs						
046310						
ATV Repair	395.00	01-440-4511	Vehicle Repair and Maint	23862387	4/9/2019	05/20/2019
Total:	395.00	*Vendor Total				
Konica Minolta						
024860						
Copier Maint- April 2019	44.45	01-440-4510	Equipment/IT Maint	258561939	4/30/2019	05/20/2019
Copier Maint- April 2019	57.09	01-440-4510	Equipment/IT Maint	258565831	4/30/2019	05/20/2019
Copier Usage- April 2019	55.89	01-430-4411	Office Expenses	9005660554-(5/1/2019	05/20/2019
Copier Usage- April 2019	55.89	01-445-4411	Office Expenses	9005660554-(5/1/2019	05/20/2019
Copier Usage- April 2019	55.90	60-445-4411	Office Expenses	9005660554-(5/1/2019	05/20/2019
Copier Usage- April 2019	55.90	01-441-4411	Office Expenses	9005660554-(5/1/2019	05/20/2019
Total:	325.12	*Vendor Total				
Kristen Lohrstorfer						
032280						
Training Reimbursement	47.94	01-440-4370	Conferences & Travel	03122019	3/12/2019	05/20/2019
Total:	47.94	*Vendor Total				
Lockhart's Landscaping & Maintenance, Inc.						
467823						
Planter Box Install/ Rt56 &31	2,800.00	01-490-4761	Beautification Committee	19-552	5/3/2019	05/20/2019
Total:	2,800.00	*Vendor Total				
Lori Murray						
024960						
Plan/ Zoning Commission Meeting	50.00	01-410-4016	Per Diem - Plan Commission	05072019	5/8/2019	05/20/2019
Total:	50.00	*Vendor Total				
Marberry Cleaners						
008430						
Prisoner Blanket Cleaning	20.00	01-440-4450	Prisoner Mtce & Supplies	85820	4/29/2019	05/20/2019
Total:	20.00	*Vendor Total				
Mark Bozik						
042430						
Plan/ Zoning Commission Meeting	50.00	01-410-4016	Per Diem - Plan Commission	05072019	5/7/2019	05/20/2019
Total:	50.00	*Vendor Total				
Menards						
016070						
Mailbox Numbers	38.70	01-445-4799	Misc. Expenditures	12984	4/24/2019	05/20/2019
Mailbox Repair	55.92	01-445-4799	Misc. Expenditures	13058	4/25/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Folding Fence	39.95	01-445-4520	Public Buildings Rpr & Mtce	13360	4/29/2019	05/20/2019
Light, Chairs, Hose Adaptor	72.92	01-445-4520	Public Buildings Rpr & Mtce	13559	5/1/2019	05/20/2019
Mailbox Post & Reflectors	105.41	01-445-4799	Misc. Expenditures	13933	5/6/2019	05/20/2019
VH Salt Softner	47.92	01-445-4520	Public Buildings Rpr & Mtce	13936	5/7/2019	05/20/2019
Concrete For Westover Street Sign	84.89	01-445-4545	Traffic Signs & Signals	13939	5/6/2019	05/20/2019
Total:	445.71	*Vendor Total				
Messenger Public Library						
004610						
Reimb Land/Cash Pymnt- 6/18 thru 4/19	3,240.00	91-000-2232	Library Escrow	05142019	5/14/2019	05/20/2019
Library Share Of PPRT thru Mar 2019	6,381.30	01-305-3040	Replacement Tax	05152019	5/15/2019	05/20/2019
Total:	9,621.30	*Vendor Total				
Metro West COG						
032210						
Board Meeting- Berman	35.00	01-410-4390	Dues & Meetings	3866-01	5/6/2019	05/20/2019
Board Meeting- Bosco	35.00	01-430-4390	Dues & Meetings	3866-02	5/6/2019	05/20/2019
Golf Sponsorship	300.00	01-410-4799	Misc. Expenditures	3866-03	5/6/2019	05/20/2019
Total:	370.00	*Vendor Total				
Mid American Water						
013680						
Tanner Road & Kelly	1,855.60	18-445-4570	Sewers Rpr & Mtce	159627A	4/10/2019	05/20/2019
Manhole Ring	144.00	18-445-4510	Equipment/IT Maint	160116A	4/22/2019	05/20/2019
Total:	1,999.60	*Vendor Total				
Mike Toth						
467826						
Retirement Gift- Garrity	155.95	01-441-4799	Misc. Expenditures	05072019	5/7/2019	05/20/2019
Total:	155.95	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Payroll Services- April 2019	700.00	01-430-4267	Finance Services	00196/319310	3/31/2019	05/20/2019
Police Pension Payment- April 2019	65.00	80-430-4581	Banking Services/Fees	00813/319310	3/31/2019	05/20/2019
Payroll Services- April 2019	825.00	01-430-4267	Finance Services	00813/419310	4/30/2019	05/20/2019
Police Pension Payment- May 2019	65.00	80-430-4581	Banking Services/Fees	00813/441931	4/30/2019	05/20/2019
Total:	1,655.00	*Vendor Total				
MSC Industrial Supply						
051190						
Glasses/ Gloves/ Cable Ties	104.27	01-445-4870	Equipment	2914868001	4/10/2019	05/20/2019
Total:	104.27	*Vendor Total				
N. Aurora Fire Protection Dist						
017460						
Reimb Land/Cash Pymnts- 6/18 thru 4/19	37,895.00	91-000-2231	Fire District Escrow	05152019	5/15/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	37,895.00	*Vendor Total				
National Power Rodding Corp.						
025290						
Duplicate Hydrant Deposit Refund	1,200.00	60-000-2215	Hydrant Meter Deposits	600002215	5/7/2019	05/20/2019
<hr/>						
Total:	1,200.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Power Bit	14.99	01-445-4870	Equipment	321116	4/15/2019	05/20/2019
Oil Filter (6)	36.90	01-445-4511	Vehicle Repair and Maint	321210	4/16/2019	05/20/2019
Fuel & Air For Mower	59.04	01-445-4510	Equipment/IT Maint	321715	4/23/2019	05/20/2019
Spark Plugs For Mower	8.34	01-445-4510	Equipment/IT Maint	321738	4/23/2019	05/20/2019
Oil & Air Filters For Mower	129.20	01-445-4510	Equipment/IT Maint	321746	4/23/2019	05/20/2019
Spark Plugs For Mower (2)	4.42	01-445-4510	Equipment/IT Maint	321785	4/24/2019	05/20/2019
Spark Plugs (4)	10.64	01-445-4510	Equipment/IT Maint	321819	4/24/2019	05/20/2019
PW Tools	6.83	01-445-4870	Equipment	321822	4/24/2019	05/20/2019
PW Tools	187.45	01-445-4870	Equipment	321835	4/24/2019	05/20/2019
Air Filter (2)	27.16	01-445-4511	Vehicle Repair and Maint	321837	4/24/2019	05/20/2019
Battery- Truck #177	136.93	01-445-4511	Vehicle Repair and Maint	322152	4/29/2019	05/20/2019
Air & Oil Filter- Truck #191	38.51	01-445-4511	Vehicle Repair and Maint	322153	4/29/2019	05/20/2019
<hr/>						
Total:	660.41	*Vendor Total				
North East Multi-Regional						
001520						
Training Class- Majerus	150.00	01-440-4380	Training	254406	5/3/2019	05/20/2019
<hr/>						
Total:	150.00	*Vendor Total				
Office Depot						
035720						
Office Supplies	55.49	01-440-4411	Office Expenses	2298743743	4/24/2019	05/20/2019
<hr/>						
Total:	55.49	*Vendor Total				
Office Depot						
039370						
Office Supplies	0.75	01-430-4411	Office Expenses	28510422300	4/18/2019	05/20/2019
Office Supplies	0.75	01-445-4411	Office Expenses	28510422300	4/18/2019	05/20/2019
Office Supplies	0.75	60-445-4411	Office Expenses	28510422300	4/18/2019	05/20/2019
Office Supplies	0.75	01-441-4411	Office Expenses	28510422300	4/18/2019	05/20/2019
Office Supplies	75.37	01-445-4411	Office Expenses	30295923800	4/16/2019	05/20/2019
Office Supplies	39.17	01-430-4411	Office Expenses	30429483500	4/18/2019	05/20/2019
Office Supplies	39.17	01-445-4411	Office Expenses	30429483500	4/18/2019	05/20/2019
Office Supplies	39.18	60-445-4411	Office Expenses	30429483500	4/18/2019	05/20/2019
Office Supplies	39.18	01-441-4411	Office Expenses	30429483500	4/18/2019	05/20/2019
Office Supplies	11.41	01-430-4411	Office Expenses	30629667900	4/23/2019	05/20/2019
Office Supplies	11.42	01-445-4411	Office Expenses	30629667900	4/23/2019	05/20/2019
Office Supplies	11.42	60-445-4411	Office Expenses	30629667900	4/23/2019	05/20/2019
Office Supplies	11.42	01-441-4411	Office Expenses	30629667900	4/23/2019	05/20/2019
Office Supplies	35.46	01-430-4411	Office Expenses	30736254500	4/26/2019	05/20/2019
Office Supplies	35.46	01-445-4411	Office Expenses	30736254500	4/26/2019	05/20/2019
Office Supplies	35.46	60-445-4411	Office Expenses	30736254500	4/26/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Supplies	35.47	01-441-4411	Office Expenses	30736254500	4/26/2019	05/20/2019
Total:	422.59	*Vendor Total				
Oxie Valley Electric Supply, Inc.						
048340						
Light Bulbs (60)	489.00	10-445-4661	Street Light Repair/Maint	10930	4/9/2019	05/20/2019
Light Bulbs, Wire, Sensor	165.93	10-445-4661	Street Light Repair/Maint	11004	4/29/2019	05/20/2019
Total:	654.93	*Vendor Total				
Paddock Publications, Inc.						
026910						
Public Hearing Uses	55.20	01-441-4506	Publishing	13898	4/20/2019	05/20/2019
Total:	55.20	*Vendor Total				
Paddock Publications						
044240						
Subscription 4/24/19 - 6/28/19	61.20	01-430-4411	Office Expenses	4/24 thru 6/18 5/3/2019		05/20/2019
Total:	61.20	*Vendor Total				
Paul L Buddy-Plumbing & Heatng						
021070						
VH Pipe Repair	400.90	01-445-4520	Public Buildings Rpr & Mtce	28659	4/23/2019	05/20/2019
Total:	400.90	*Vendor Total				
Petty Cash						
000900						
KCWA Lunch Mtg- Young, Kick, Cook, Hake	80.00	60-445-4390	Dues & Meetings	02212019	2/21/2019	05/20/2019
Brine Tank Skimmers @ TPs	17.24	60-445-4567	Treatment Plant Repair/Maint	02262019	2/26/2019	05/20/2019
Mileage To Payroll (4)- Mahon	24.32	01-430-4370	Conferences & Travel	03052019	3/5/2019	05/20/2019
Mileage To NI HII Meeting- Flatt	34.55	01-430-4370	Conferences & Travel	03132019	3/13/2019	05/20/2019
Breakfast W/ Mayor Donuts	18.75	01-410-4799	Misc. Expenditures	03212019	3/21/2019	05/20/2019
Mileage To Kane County Recorder- Torraco	6.54	01-430-4370	Conferences & Travel	03222019	3/22/2019	05/20/2019
Training Breakfast- Young, Hake, Cook	9.99	60-445-4380	Training	03302019	3/30/2019	05/20/2019
Mileage To PWAA Meeting- Werner	12.76	01-445-4799	Misc. Expenditures	04032019	4/4/2019	05/20/2019
KCWA Lunch- Pepper	20.00	01-445-4390	Dues & Meetings	04152019	4/15/2019	05/20/2019
KCWA Lunch- Young, Hake, Kick, Cook	80.00	60-445-4390	Dues & Meetings	04152019	4/15/2019	05/20/2019
Breakfast W/ Mayor Donuts	17.70	01-410-4799	Misc. Expenditures	04182019	4/18/2019	05/20/2019
Meal Allowance- Kick	10.00	01-445-4799	Misc. Expenditures	04302019	4/30/2019	05/20/2019
Training Mileage, Tolls, Lunch- Werner	52.60	01-430-4380	Training & Testing	04302019	4/30/2019	05/20/2019
32"x8' Folding Fence	25.95	01-445-4544	Storm Drain Maintenance	04302019	4/30/2019	05/20/2019
Cash Under	10.00	01-430-4799	Misc.	05062019	5/6/2019	05/20/2019
Total:	420.40	*Vendor Total				
Pitney Bowes Purchase Power						
029940						
Postage Machine	657.40	01-440-4510	Equipment/IT Maint	05012019	5/1/2019	05/20/2019
Total:	657.40	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Premier Sign and Lighting						
467828						
NA Sign Deposit	6,050.00	14-430-4774	Insurance Claims	05062019	5/6/2019	05/20/2019
Total:	6,050.00	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Watermain Break- April 2019	208.03	60-445-4255	Engineering	26908-01	5/8/2019	05/20/2019
Comm Dev Meetings- April 2019	303.00	01-441-4255	Engineering	26908-02	5/8/2019	05/20/2019
Lincoln Valley Engineering- April 2019	16,612.66	90-000-E232	DR Horton - FV Golf Course	26911	5/9/2019	05/20/2019
Water Tower Design- April 2019	4,968.75	60-472-4255	Engineering	26912	5/8/2019	05/20/2019
Well #8 Construction Inspec- April 2019	397.50	60-470-4255	Engineering	26913	5/8/2019	05/20/2019
Well #8 Design Electrical/Pump- April 2019	2,300.00	60-470-4255	Engineering	26914	5/9/2019	05/20/2019
Liquidated Damages Meeting- April 2019	473.03	60-471-4255	Engineering	26915	5/9/2019	05/20/2019
Well #9 Design Electrical/Pump- April 2019	2,300.00	60-471-4255	Engineering	26916	5/9/2019	05/20/2019
2019 Streets Design/ Bidding- April 2019	1,171.06	21-450-4255	Engineering	26920	5/9/2019	05/20/2019
Design Bidding For Televising- April 2019	704.30	18-445-4255	Engineering	26921	5/9/2019	05/20/2019
Total:	29,438.33	*Vendor Total				
Robert Irvine						
467827						
Water Credit Refund	27.03	60-320-3340	Water Collections	05032019-01	5/3/2019	05/20/2019
Sewer Credit Refund	0.97	18-320-3350	Sewer Collection	05032019-02	5/3/2019	05/20/2019
Total:	28.00	*Vendor Total				
Sebert Landscaping						
032840						
April Cutting Maintenance	964.00	17-004-4533	Maintenance	183161-01	4/30/2019	05/20/2019
April Cutting Maintenance	888.00	17-008-4533	Maintenance	183161-02	4/30/2019	05/20/2019
April Cutting Maintenance	276.00	17-009-4533	Maintenance	183161-03	4/30/2019	05/20/2019
April Cutting Maintenance	23.88	17-011-4533	Maintenance	183161-04	4/30/2019	05/20/2019
April Cutting Maintenance	3,116.00	01-445-4531	Grass Cutting	183161-05	4/30/2019	05/20/2019
Total:	5,267.88	*Vendor Total				
Seiler Instrument & Mfg. Co. Inc.						
467829						
GIS Training	1,500.00	01-430-4380	Training & Testing	INV-380625	4/30/2019	05/20/2019
Total:	1,500.00	*Vendor Total				
Sign-A-Rama						
029780						
Graphics- Squad #67	150.00	01-440-4511	Vehicle Repair and Maint	13856	4/30/2019	05/20/2019
Total:	150.00	*Vendor Total				
Somonauk Water Lab, Inc.						
030510						
Coliform Sampling- April 2019	209.00	60-445-4562	Testing (water)	190414	4/30/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	209.00	*Vendor Total				
Sugar Grove Development						
039730						
Squad Washes- April 2019	257.00	01-440-4511	Vehicle Repair and Maint	114	5/1/2019	05/20/2019
Total:	257.00	*Vendor Total				
Sun Life Financial						
033620						
Dental Insurance- May/ Admin	267.93	01-430-4136	Dental Insurance	05162019-01	5/16/2019	05/20/2019
Dental Insurance- May/ CommDev	77.84	01-441-4136	Dental Insurance	05162019-02	5/16/2019	05/20/2019
Dental Insurance- May/ PD	819.44	01-440-4136	Dental Insurance	05162019-03	5/16/2019	05/20/2019
Dental Insurance- May/ PW	318.25	01-445-4136	Dental Insurance	05162019-04	5/16/2019	05/20/2019
Dental Insurance- May/ Water	13.88	60-445-4136	Dental Insurance	05162019-05	5/16/2019	05/20/2019
Dental Insurance- May/ Employee	1,647.64	01-000-2054	Insurance Employee Reimburse	05162019-06	5/16/2019	05/20/2019
Total:	3,144.98	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
April Newsletter	1,220.69	01-430-4507	Printing	23416-01	4/30/2019	05/20/2019
April Water Bills	1,964.42	60-445-4507	Printing	23416-02	4/30/2019	05/20/2019
Total:	3,185.11	*Vendor Total				
Thom Jungels						
039460						
Plumbing Inspections (26)	910.00	01-441-4276	Inspection Services	05102019	5/10/2019	05/20/2019
Total:	910.00	*Vendor Total				
Traffic Control & Protection						
021520						
Post & Dome Cap	206.00	01-445-4545	Traffic Signs & Signals	100771	5/8/2019	05/20/2019
Total:	206.00	*Vendor Total				
Trugreen						
045160						
Spring Lawn Application	485.00	60-445-4567	Treatment Plant Repair/Maint	100684530	4/29/2019	05/20/2019
Total:	485.00	*Vendor Total				
United Rentals						
036410						
Pump Rental For Sink Hole	2,565.68	01-445-4544	Storm Drain Maintenance	167968621-00	4/12/2019	05/20/2019
Total:	2,565.68	*Vendor Total				
W.E. Hannah Surveyors						
051850						
TOPT Survey Of PW Facility	2,555.00	21-452-4501	Contractual Services	27314	5/2/2019	05/20/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: SUGAR GROVE – NORTH AURORA BOUNDARY AGREEMENT
AGENDA: MAY 20, 2019 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance authorizing the execution of an amendment to the Jurisdictional Boundary Line Agreement with the Village of Sugar Grove.

DISCUSSION

Staff is in the process of updating the jurisdictional boundary line agreements with Aurora and Batavia. On September 21, 2015, the Village Board approved an ordinance authorizing the execution of an amendment to the jurisdictional boundary line agreement with the Village of Sugar Grove. Staff has also been discussing the renewal of the jurisdictional boundary line agreement with Sugar Grove in order to sync the term of the boundary line agreements with the Batavia and Aurora agreements and provide clarity to the boundaries between North Aurora, Sugar Grove and Batavia. The jurisdictional boundary line agreement with Sugar Grove includes a 20-year term, which is set to expire in 2035. A new agreement would establish a new 20-year term, which would expire 2039.

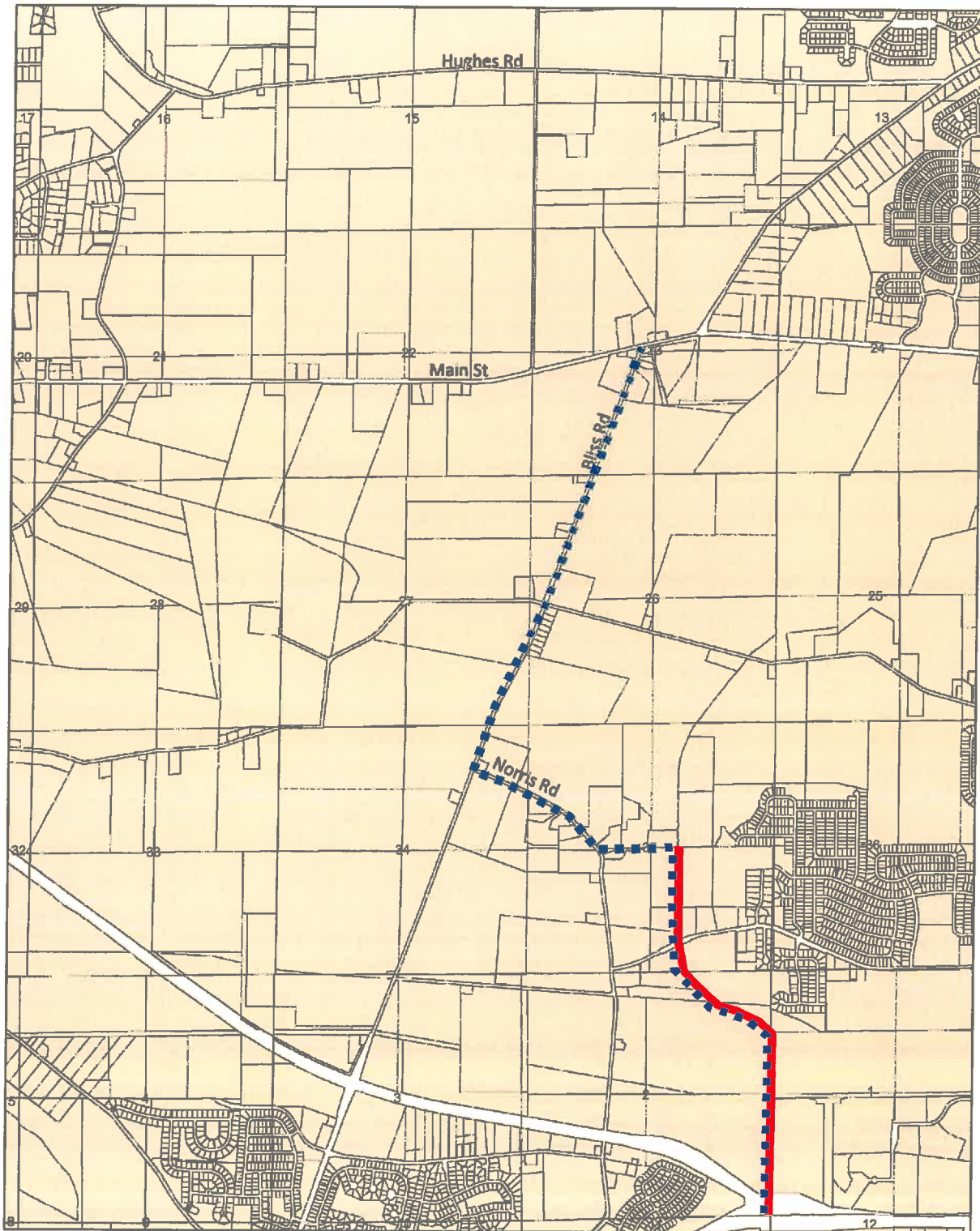
The current jurisdictional boundary line with Sugar Grove borders the western boundary of North Aurora and is divided by the Lake Run Creek. The proposed agreement would extend the current boundary line to the north by following Norris Road and Bliss Road to the intersection of Main Street and Bliss Road.

A draft of the boundary line agreement was presented to the Village Board at their April 1, 2019 Committee of the Whole meeting. After explaining the geographic boundaries and how the amended boundary line would expand the future territory of North Aurora in the northwestern quadrant, the Board was supportive of the proposal. Aside from minor edits, there are no changes proposed to the draft agreement. Staff notes that the official public hearing for the boundary line agreement has been legally advertised for this Board meeting.

Attachment:

- 1) Map illustrating existing and proposed boundary line.
- 2) An Ordinance authorizing the execution of an amendment to the Jurisdictional Boundary Line Agreement with the Village of Sugar Grove.

Proposed Sugar Grove-North Aurora Boundary Agreement



Legend

- Current Sugar Grove-North Aurora Agreement
- - - Proposed Sugar Grove-North Aurora Boundary Agreement





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

Ordinance No. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
THE JURISDICTIONAL BOUNDARY LINE AGREEMENT
WITH THE VILLAGE OF SUGAR GROVE**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this 20th day of May, 2019**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this 20th day of May, 2019**

by _____.

Signed _____

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
THE JURISDICTIONAL BOUNDARY LINE AGREEMENT
WITH THE VILLAGE OF SUGAR GROVE**

WHEREAS, the Village of Sugar Grove (herein “Sugar Grove”) and the Village of North Aurora (herein “North Aurora”) entered into a Jurisdictional Boundary Line Agreement that was approved on August 14, 2000, pursuant to Ordinance No. 00-08-14-01 (“Boundary Line Agreement”); and

WHEREAS, an amendment to the Jurisdictional Boundary Line Agreement was later approved on September 21, 2015, pursuant to Ordinance No. 15-09-21-01; and

WHEREAS, North Aurora and Sugar Grove have negotiated the terms of a new the Boundary Line Agreement that is intended to supersede and replace the previous Boundary Line Agreement; and

WHEREAS, notice was published in a newspaper of general circulation in the Village of North Aurora no less than thirty (30) days before the consideration of the new Boundary Line Agreement as required by Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9); and

WHEREAS, the Agreement will aid in maintaining harmonious relations between the two Villages, will promote the orderly development of lands lying between the Villages and will further the respective Comprehensive Plans of each municipality; and

WHEREAS, both municipalities find that it is in the best interests of their respective residents to amend the Agreement.

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

1. The new Jurisdictional Boundary Line Agreement with the Village of Sugar Grove attached hereto and incorporated herein by reference as Exhibit “A” is approved and adopted by the Village of North Aurora.
2. The President of the Village of North Aurora and the Village Clerk, in their respective capacities, are authorized and directed to execute the New Boundary Line Agreement for and on behalf of the Village of North Aurora.
3. The Village Clerk is hereby authorized and directed to certify such Agreement as to its adoption and cause the same to be filed with the Kane County.
4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 20th day of May, 2019, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 20th day of May, 2019, A.D.

Mark Carroll	_____	Laura Curtis	_____
Mark Gaffino	_____	Mark Guethle	_____
Michael Lowery	_____	Tao Martinez	_____

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

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

Exhibit "A" –

JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN
THE VILLAGE OF SUGAR GROVE
AND
THE VILLAGE OF NORTH AURORA

INTERGOVERNMENTAL AGREEMENT

between the
Village of North Aurora
and the
Village of Sugar Grove
relating to
Jurisdictional Boundaries

This Agreement, made this ____ day of _____, 2019 in duplicate original, by and between the Village of North Aurora, a Municipal Corporation ("North Aurora") and the Village of Sugar Grove, a Municipal Corporation, ("Sugar Grove"), both bodies being hereafter referred to collectively as "Parties."

WHEREAS, North Aurora is a non- home rule unit having the powers granted to it by the Illinois Municipal Code and common law; and

WHEREAS, North Aurora has authority pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 2201/1 et seq.) generally, and Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9), specifically, to enter into jurisdictional boundary line agreements regarding unincorporated territory between multiple municipalities;

WHEREAS, Sugar Grove is a non- home rule unit having the powers granted to it by the Illinois Municipal Code and common law; and

WHEREAS, Sugar Grove has authority pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 2201/1 et seq.) generally, and Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9), specifically, to enter into jurisdictional boundary line agreements regarding unincorporated territory between multiple municipalities; and

WHEREAS, the Village of North Aurora and the Village of Sugar Grove entered into a Boundary Line Agreement dated September 21, 2015, recorded as document 2015K057692 in Kane County, Illinois ("Boundary Agreement"); and

WHEREAS, the parties have negotiated some revisions to the Boundary Agreement and desire to extend the Boundary Agreement for a period of twenty (20) years from the date hereof, and for such further additional time as the Parties may thereafter mutually agree; and

WHEREAS, the President and Trustees of North Aurora have determined that revision and extension of the Boundary Line Agreement with Sugar Grove is in the best interests of the Village; and

WHEREAS, the President and Trustees of Sugar Grove have determined that revision and extension of the Boundary Line Agreement with North Aurora is in the best interests of the Village.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration herein set forth, it is hereby agreed between the parties to this agreement as follows:

1. The Intergovernmental Agreement dated September 21, 2015 ("Boundary Agreement"), recorded as document 2015K057692 in Kane County, Illinois, between the Village of North Aurora ("Village"), and the Village of Sugar Grove, is hereby terminated and replaced by this Agreement.
2. The recitals set forth above are deemed a part of the terms of this Agreement and are incorporated herein by reference.
3. A jurisdictional boundary line is hereby established between North Aurora and Sugar Grove for municipal government planning, zoning, annexation, subdivision control and municipal purposes as shown on the map attached hereto and incorporated herein as Exhibit "A", which boundary line is also set forth in the legal description attached hereto and incorporated herein as Exhibit "B" (the "Boundary Line").
4. Except as otherwise provided herein, North Aurora shall have jurisdiction with respect to property lying easterly of the Boundary Line, and Sugar Grove shall have jurisdiction with respect to property lying westerly of the Boundary Line. Commencing with the date of this Agreement, neither party shall annex territory, exercise or attempt to exercise, (including but not limited to conducting hearings on annexation or zoning of property) or enforce any zoning, subdivision control, official map, or other municipal authority over the territory that lies the other Municipality's side of the Boundary Line, unless agreed to in writing by both Municipalities.
5. This Agreement shall not be construed so as to limit or adversely affect the right of either Municipality to file a statutory objection to proposed zoning changes within one and one-half miles of its corporate limits, as provided for by State law.
6. Neither Municipality shall object to the other Municipality's request for an amendment of its facilities planning area with respect to land located on the requesting Municipality's side of the Boundary Line.

7. Both Municipalities agree not to enter into annexation or pre-annexation agreements with land owners on the other Municipality's side of the Boundary Line, to refrain from participating with any landowner in any attempt to annex property in contravention of this Agreement and to oppose an attempt to effectuate an involuntary annexation if such annexation would be in violation of the terms of this Agreement.
8. Neither party shall either directly or indirectly initiate, seek or participate in favor of any specific any judicial or other action to add to, delete from or otherwise modify this Agreement without the affirmative, written agreement of the other party.
9. This Agreement shall be in full force and effect for a period of twenty (20) years from and after the approval of the Agreement as required by law and signing of the Agreement by both parties, which date shall be inserted at the top, and for such further and additional time as the parties may hereafter mutually agree by mutual agreement in writing, from time to time. All modifications to this Agreement must be in writing and must be signed by each party.
10. This may be filed by either party for recording in the Kane County Recorder of Deeds office.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed on the day and date first above written.

VILLAGE OF NORTH AURORA, an Illinois
Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its Village Clerk

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____

Its President

Attest:

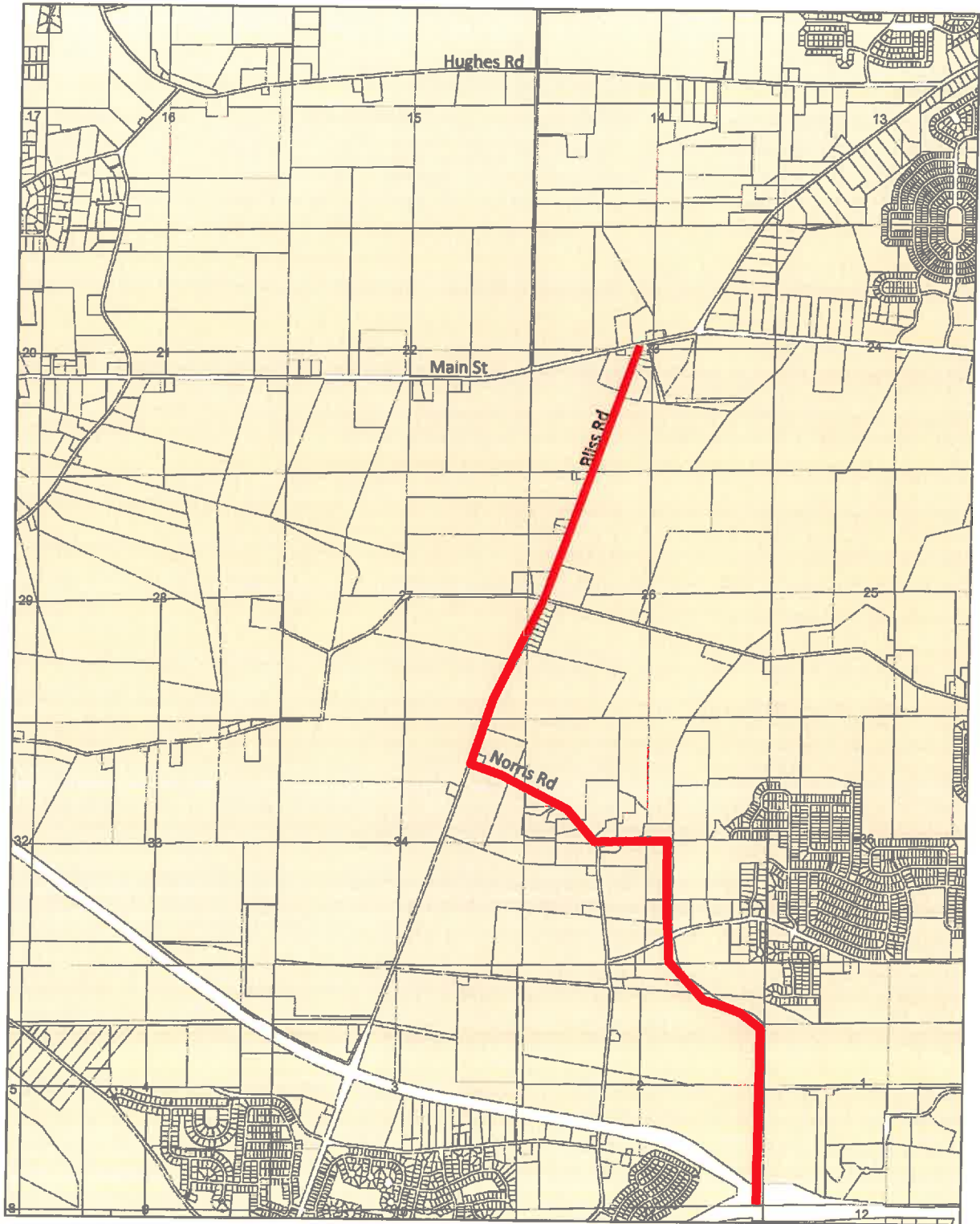
By: _____

Its Village Clerk

EXHIBIT "A"

(Map of North Aurora-Sugar Grove Jurisdictional Boundary Line)

Proposed Sugar Grove-North Aurora Boundary Agreement



Legend

 Proposed Sugar Grove-North Aurora Agreement



EXHIBIT "B"

(Legal Description of North Aurora-Sugar Grove Jurisdictional Boundary Line)

A BOUNDARY AGREEMENT LINE, ALONG AND ACROSS THAT PART OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ACROSS PART OF SECTIONS 23, 26, 27, 34 AND 35, ALL IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF SAID SECTION 2; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID EAST HALF TO THE CENTERLINE OF LAKE RUN DRAINAGE DITCH; THENCE NORTHWESTERLY AND NORTHERLY, ALONG SAID CENTERLINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE WESTERLY ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE CENTERLINE OF NORRIS ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF BLISS ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF BLISS ROAD TO THE CENTERLINE OF MAIN STREET AND THE POINT OF TERMINATION OF SAID BOUNDARY AGREEMENT LINE, ALL IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS.

Memorandum



To: Mayor Berman and Village Board of Trustees
CC: Steve Bosco, Village Administrator
From: David Arndt, IT Manager
Date: 5/16/2019
Re: Communication Vendor

The Village's phone system has reached its end of life. The system consists of two phone servers and one voicemail server and 50+ desk phones. Staff is no longer able to acquire parts, expand the system, or purchase additional user licenses. Phone services is currently provided by CallOne which uses a PRI line (multiple voice transmission over copper) located at the Police Station. Staff has increasingly dealt with outages and routing issues due to having multiple sub-vendors manage our phone service. Staff's assessment of the current wide area network (WAN) connection between Village Hall and Police has determined it is inadequate for current let alone future data and voice needs. Additionally staff has encountered issues providing a reliable VPN (virtual private network) connection for the Public Works Garage staff to send and receive email and access to network stored data. Staff worked extensively with our firewall vendors to determine the issues are due to different vendors providing internet at these locations and their inability to transfer our encrypted traffic between their different services. The Village has one active agreement with CallOne for the PRI phone system which is due to expire in March 2020. The two additional contracts expired in March of 2019, one for customer service to oversee management of the PRI system and one for a 1.5 mb T-1 line connection for data transfers between Village Hall and the Police Department. To simplify the ability to resolve communication system problems and eliminate the capital expense to purchase new phones / phone system hardware, staff chose to seek communication companies that can provide the Village a packaged solution.

Staff met with Comcast and Metronet to discuss options to improve these critical communication systems. Staff did reach out to AT&T but received no reply to our initial requests. Staff also reached out to additional resellers but their solutions relied on Comcast's or Metronet's internet service to provide access to their phone and wide area network services. Thus creating a similar situation with multiple vendors providing services and inability to hold a single vendor responsible for issues.

Both Comcast and Metronet provide packaged solutions to provide a new hosted PBX phone system, new phone hardware, improved internet speed and connection

method, and a mesh WAN connection between Village Hall, Police and Public Works garage. A mesh connection creates multiple redundant paths for data traffic between our facilities. In the event the path between Village Hall and Public Works goes down, traffic will still flow from Public Works to Village Hall via the connection to Police. Both vendors offer similar services and similar costs. Staff from several departments who are knowledgeable phone users received a demonstration from both vendors. Staff assessment of the systems placed Metronet's solution higher than Comcast's. Metronet only uses fiber optic cable to provide these services. Metronet's solution cost less per month than Comcast. Comcast does include more packaged options for their phone system vs. Metronet's ala carte approach. However staff feels the majority of the end users will not need nor use the majority of these features.

The package option offered by both vendors is an ideal solution. Having a single vendor to troubleshoot and coordinate with will simplify support. There is also a cost savings as both vendors have offered discounts or increased services when their solutions are bundled. Currently the Village uses three vendors to provide these services. Additionally our phone services is supported by sub-vendors whom the Village has no ability to contact. Currently if a problem arises with our phone service staff has to contact CallOne who then contacts the sub-vendors. This creates an inefficient and difficult situation where we are left in the dark and usually receive no information regarding the cause and solution. With so many sub-vendors we continually have routing, quality, and reliability issues with our current phone service. Having a single vendor will eliminate this complication. Both vendors own and manage the network and hardware these services will rely on. They both offer service level agreements guarantying uptime and response time. Additionally Staff contacted several references and received excellent reviews for Metronet. The Village currently use Comcast and staff has a strong understanding of their service and reliability.

The table on page 3 shows our current costs and what proposed costs would be from each vendor. When reviewing this table keep in mind the Village will receive all new desk phones, hosted phone servers, faster internet and a true mesh WAN between all three primary locations. If the Village were to go a more traditional route of running a phone system in house, new phone hardware (servers and desk phones) would range from \$70K-\$100K in addition to supporting services e.g. PRI, Internet and mesh WAN. The costs shown in the table on page 3 are estimated costs based on current usage and counts. The counts may be adjusted once the project starts progressing. Metronet's contract is for a term of 36 months*. The contract will renew annually until the Village renegotiate or cancels. Comcast requires a 60 month* contract locking the Village into an additional \$99,862.

	Current	Metronet	Comcast
Month	\$3,685.73	\$3,796.00	\$4,160.95
Year	\$44,228.80	\$45,552.00	\$49,931.40
3 Year*	\$132,686.40	\$136,656.00	
5 Year*	\$221,143.98		\$249,657.00

After full review of the proposed solutions, demonstrations, cost and references, Staff feels Metronet would be the best provider for the Village's communications needs. The phone system is robust but yet simple to operate and has all necessary add-ons we require. The bandwidth for the internet and WAN connections will bring the Village's network infrastructure to the modern age. Metronet may be new to our area but have been successfully operating in Indiana for years, the infrastructure they recently installed in the Fox Valley area is brand new and uses the latest technology available. All these reasons combined is why Staff selected Metronet's proposal.

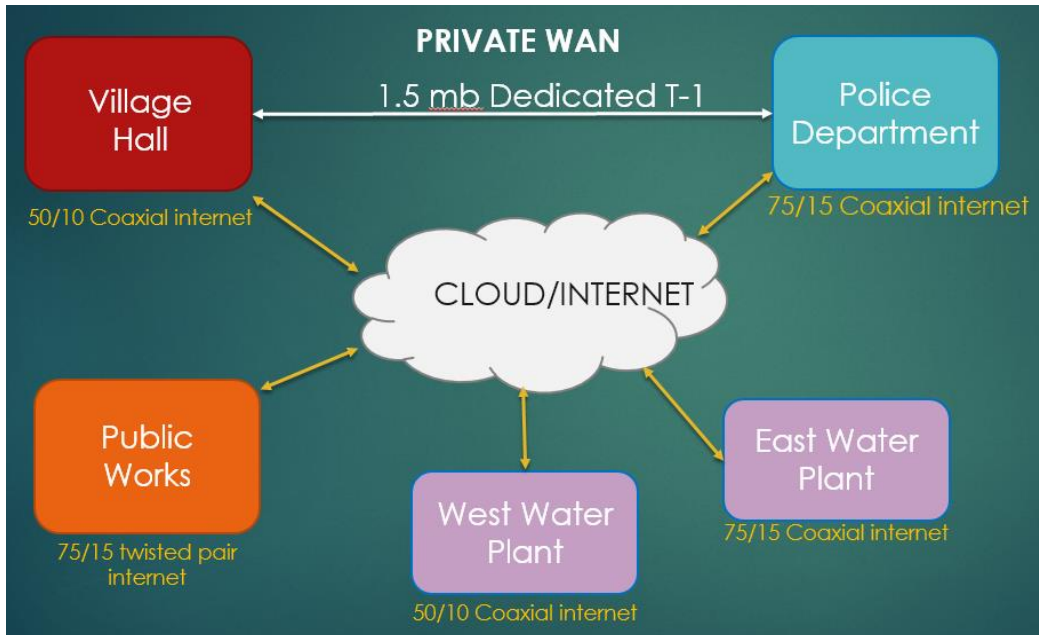
Staff presented its finding to the Operations Committee on 4/1/2019. The Operations Committee found no issues.

Staff presented its findings to the Committee of the Whole on 4/15/2019. Per the Committee's recommendation staff reached out to Metronet asking for a revised proposal. This recommendation was based on Comcast providing updated numbers after the proposals went public on 4/1/2019. Metronet provided updated cost numbers on 4/18/2019, both Comcast and Metronet's updated numbers are reflected in the chart on page 3.

Should the Village Board move forward with Metronet, staff anticipates a construction period of approximately 4 months before all of the systems can go live. As part of the agreement Metronet will pay the Village's early termination fee to CallOne for the PRI contact via a credit when their billing begins.

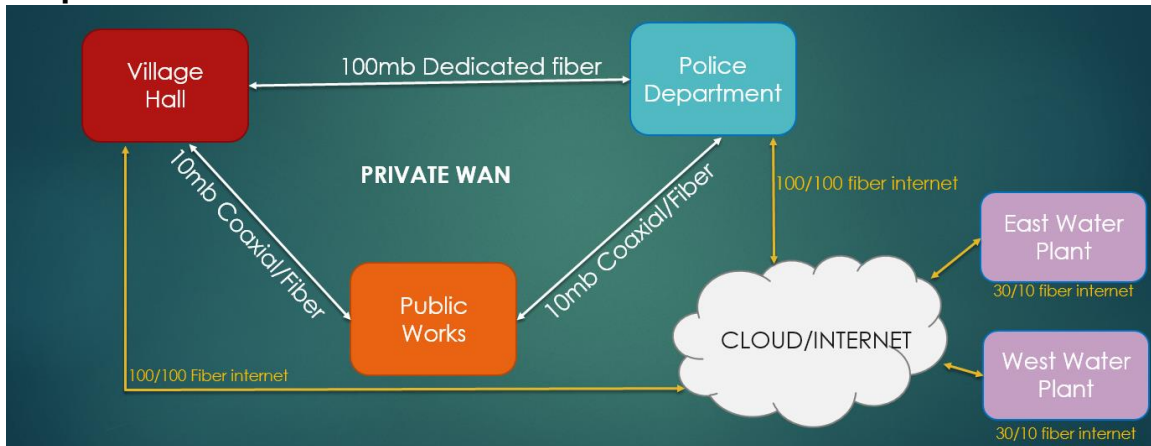
Please find attached the Advanced Service Agreement from Metronet.

Current WAN connection



Speeds indicated are based on peak speeds

Proposed solution



Speeds indicated are dedicated speeds

Exhibit A



Advanced Services Agreement

Customer	Village of North Aurora, IL			Date	5/17/2019
Sub I.D.				Sales Rep	Chad Czyzewicz
Physical Address - Location A	Village Hall - 25 E. State Street, North Aurora, IL 60542			Referred by:	
Physical Address - Location B	Public Works - 314 Butterfield Road, North Aurora, IL 60542				
Physical Address - Location C	Police Department - 200 S. Lincolnway, North Aurora, IL 60542				
Physical Address - Location D	East Water Plant - 316 Butterfield Road, North Aurora, IL 60542				
Physical Address - Location E	West Water Plant - 200 Princeton Drive, North Aurora, IL 60542				
Billing Address	25 E. State Street, North Aurora, IL 60542				
Primary Contact	David Arndt	Desk Phone	630.897.8228, ext 267	Email:	darndt@northaurora.org
On Site Contact	David Arndt	Cell Phone	630.450.4123	Email:	darndt@northaurora.org
Current Local Carrier	Call One				
Current LD Carrier	Call One				
Local Telephone Service	Quantity	Term	Non-Recurring	Recurring	
POTS	8	36 months	\$ -	\$ 205.20	
HPBX	Quantity	Term	Non-Recurring	Recurring	
Call Paths (shared between all locations)	30	36 months	\$ -	\$ 390.00	
Standard Seats	50	36 months	\$ -	\$ 647.50	
Premium Seats	40	36 months	\$ -	\$ 598.00	
Voicemail Only Seats	39	36 months	\$ -	\$ 193.05	
HPBX Conference Room Seat	3	36 months	\$ -	\$ 74.85	
HPBX On-Site Training (Up to 4 hours \$500 NRC)			\$ -	\$ -	
Algo 8180 Paging Integration Device			\$ -	\$ -	
Algo 8028 SIP Door Phone			\$ -	\$ -	
Algo 8186 Paging Device			\$ -	\$ -	
MetroNet Go Soft Phone	# Users:		\$ -	\$ -	
Equipment & Accessories	Quantity	Term	Non-Recurring	Recurring	
Cisco SPA509G Phone	90	36 months	\$ -	included	
Soundstation IP5000 Conference Room Phone	3	36 months	\$ -	included	
Cisco SPA500S Sidecar	10	36 months	\$ -	\$ 20.00	
Long Distance	Cost/Minute	Term	Non-Recurring	Recurring	
5,000 Domestic Long Distance Minutes per month to share amongst all users. Overage above 5,000 per month will be billed at \$0.025 cents per minute	5,000 minutes per month	36 months	\$ -	included	
			\$ -	\$ -	
HPBX Router - Village Hall	Quantity	Term	Non-Recurring	Recurring	
C881 Router	1	36 months	\$ -	\$ 9.95	
HPBX Router - Police Department	Quantity	Term	Non-Recurring	Recurring	
C881 Router	1	36 months	\$ -	\$ 9.95	
HPBX Router - Public Works	Quantity	Term	Non-Recurring	Recurring	
C881 Router	1	36 months	\$ -	\$ 9.95	
Internet - Village Hall	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	100Mb/100Mb	36 months	\$ -	\$ 350.00	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity: 5	36 months	\$ -	included
Internet - Police Deparmtent	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	100Mb/100Mb	36 months	\$ -	\$ 350.00	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity: 13	36 months	\$ -	included
Internet - West Water Plant	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	30Mb/10Mb	36 months	\$ -	\$ 69.95	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity: 5	36 months	\$ -	included
Internet - East Water Plant	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	30Mb/10Mb	36 months	\$ -	\$ 69.95	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity:	36 months	\$ -	included
WAN Circuit - Village Hall to Police Department	Speed	Term	Non-Recurring	Recurring	
Bandwidth	100Mb	36 months	\$ -	\$ 350.00	
Location A & Location Z Details: 100Mb Point to Point Circuit connecting Village Hall to Police Department					
WAN Circuit - Village Hall to Public Works	Speed	Term	Non-Recurring	Recurring	
Bandwidth	10Mb	36 months	\$ -	\$ 150.00	
Location A & Location Z Details: 10Mb Point to Point Circuit connecting Village Hall to Public Works					
WAN Circuit - Police Department to Public Works	Speed	Term	Non-Recurring	Recurring	
Bandwidth	10Mb	36 months	\$ -	\$ 150.00	
Location A & Location Z Details: 10Mb Point to Point Circuit connecting Police Department to Public Works					
Fiber IPTV Services - Village Hall	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 months	\$ -	\$ 30.00	
Additional Set Top Boxes	1	36 months	\$ -	\$ 3.95	
Fiber IPTV Services - Police Department	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 months	\$ -	\$ 30.00	
Additional Set Top Boxes	6	36 months	\$ -	\$ 23.70	
Fiber IPTV Services - Public Works	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 monthths	\$ -	\$ 30.00	
Additional Set Top Boxes			\$ -	\$ -	
Fiber IPTV Services - West Water Plant	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 months	\$ -	\$ 30.00	
Additional Set Top Boxes			\$ -	\$ -	
				Total	
Monthly Service Costs (plus taxes and fees)				\$3,796.00	
Non-Recurring				\$0.00	
Installation Cost				\$0.00	
The undersigned party ("Customer") hereby appoints Metro Metro Fibernet, LLC d/b/a MetroNet ("MetroNet") as agent in all matters relating to Customer's long distance and/or local service to the extent those services are selected by Customer as indicated above. Metronet is authorized to contact Customer's local telephone company to activate this service immediately. Customer understands that it may designate only one interLATA long distance carrier per telephone line and one intraLATA long distance carrier per phone line.					
By signing below, Customer makes the following representations and warranties to MetroNet: (i) the undersigned is authorized to sign this Business Order Form and otherwise bind the Customer; (ii) the undersigned has had an opportunity to read and review the Agreement, as that term is defined in the terms and conditions attached to this Business Order Form, and agrees to abide by all of the terms and conditions contained in the Agreement and those terms that are specific to any service being purchased by Customer as specified in the above Business Order Form;and (iii) if there's a power outage or other service interruption, Customer is aware their phone service, including access to E911, may be unavailable for a period of time. This Business Order Form is hereby incorporated by reference into the Agreement.					
Customer Name (Printed):			Signature:		
Title:			Date:		

Business Name:	Village of North Aurora, IL
Physical Address:	5 Locations - See Advanced Services Agreement
<p>Explanation of work to be done (NOTE: <i>If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for Complex Orders and first engage Sales Engineering.</i></p> <p><i>This is a Complex Order</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If Complex, was Sales Engineering engaged:</i> <input checked="" type="checkbox"/> YES</p>	
<p>Install Fiber Internet, Wide Area Network, and IPTV service to the Village of North Aurora locations as indicated on Advanced Services Agreement. Install Hosted PBX phone system/service to all locations. Hosted PBX system will consist of 90 Hosted PBX Seats (50 standard and 40 Premium) with 90 Cisco SPA 509G IP phones. 30 call paths will be shared amongst all locations. Also install 39 voicemail only seats and 3 conference room seats with 3 Soundstation IP500 conference room phones. Also install 10 sidecars. Please note that quantities for seats, phones, and sidecars are subject to change, if requested by the Village of North Aurora, as the MetroNet Project Management department and the Village of North Aurora work through this installation process. This will be an integrated voice network. MetroNet will use existing CAT5e or CAT6 to deliver services and will work with the Village of North Aurora IT Department to integrate Hosted PBX system with Village of North Aurora network switches. The Village of North Aurora will consult with the MetroNet Sales Engineering group on type of switches to be provided.</p>	
Day of Service Installation	
<p>MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable but, we will use commercially reasonable efforts to minimize the inconvenience you.</p>	
DMARC (ONT)	
<p>When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the business owner's financial responsibility to contact an IT vendor for support and/or repairs.</p>	
Customer Phone Vendor / Cut Sheet	
<p>Customer designates <u> MetroNet </u> ("Phone Vendor") to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor. MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet").</p>	
Changes	
<p>Customer understands that any changes made to this Statement of Work ("SOW") or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by Company at its standard intervals or otherwise delay the provisioning of the Fiber Services to you.</p>	
<p>This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions to the Business Order Form. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.</p>	
Customer Name (Printed):	Signature:
Title:	Date:

Terms and Conditions

Metro Fibernet, LLC d/b/a "Metronet" (hereafter "Metronet", "we" or "us") and the customer identified on the Business Service Order Form (hereafter "Customer", "you" or "your") enter into this agreement whereby we will provide you those services listed on the Business Service Order Form ("Fiber Services").

1. **Agreement.** These terms and conditions, together with our tariff, our AUPP, the Business Service Agreement and/or Advanced Services Agreement, our Additional Terms of Service Addendum and, any Statement of Work or Letters of Authorization that are related to the Fiber Services, form the entire agreement between Metronet and Customer regarding the Fiber Services (the "Agreement").

2. **Documents Available On Line; Notices Via Text.** These terms and conditions, our Acceptable Use and Privacy Policy ("AUPP"), our tariff, and our Additional Terms of Service Addendum may be found on our website at www.metroinc.com. These documents may also be obtained through our customer service department. By signing the Business Order Form, you acknowledge that you have had an opportunity to read and review, and agree to abide by, all of the terms and conditions of the Agreement including those posted on our website. You also agree to receive notifications from MetroNet via text over the wireless number you provided to MetroNet at the time you established your service.

3. **Term.** This Agreement will be binding on Customer upon Customer's execution of the Business Services Agreement and/or Advanced Services Agreement. The initial term of the Agreement will be three (3) years commencing on the date the Fiber Services are first available to Customer (the "Effective Date"). Upon the expiration of the initial term, the Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

4. **Early Termination.** Except for a permitted termination pursuant to Section 10 of these terms and conditions, and except as otherwise provided in this Section, in the event you terminate (or we terminate due to your breach) this Agreement or any Fiber Service prior to the expiration of the then current term, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to: (i) sixty percent (60%) of the average monthly recurring fees for the terminated Fiber Services, including usage based fees, multiplied by the number of months remaining on the then current term; and (ii) any unpaid non-recurring fees associated with the terminated Fiber Services. In the event MetroNet must construct facilities in order to serve your location and you terminate your contract before MetroNet begins providing service, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to MetroNet's costs to construct its network to your premises.

5. **Payment & Billing.** All non-recurring fees will be due within thirty (30) days of invoice. With the exception of non-recurring fees and usage based charges, you will be billed monthly in advance for the Fiber Services. Tax-like charges and other local, state or federally charged, imposed or authorized fees and surcharges are not built into our rates, and therefore, will be included separately on your monthly bill. You agree to pay all charges stated in your bill including any taxes and surcharges no later than thirty (30) days following the invoice date without offset or demand. If you do not pay your bill in full by the due date, you may incur a late payment fee equal to twenty-five dollars (\$25.00) or the highest late payment fee allowed by law. The unpaid portion of your bill will also incur interest, from the due date until paid, at three percent (3%) per month or the highest rate allowed by law. We may also discontinue some or all of your Fiber Services until payment is received. In the event that we disconnect your Fiber Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past amount due from you, you agree to pay our collection expenses including, but not limited to, court costs, service fees, collection fees, and attorneys fees.

6. **Equipment.** We may install equipment in and around your place of business. This equipment may include, but is not limited to, a Network Interface Device ("NID"), phones, switches, routers set top boxes and cabling (collectively the "Equipment"). Unless you purchase the Equipment from us, the Equipment is our property. You agree that you will not move any of the Equipment to another location outside your place of business either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your place of business. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or equipment located outside your place of business, and obtaining a signed return receipt from us.

7. **Installation.** You hereby authorize us and/or our contractors to enter your place of business during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto property owned or controlled by you at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your place of business. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your place of business. We are not responsible for the operation, maintenance and repair of your television, computer or any other device owned by you to which we establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network.

Customer Initials _____

8. **Collocation Space.** To the extent that we need space in and around your place of business to provide you Fiber Services, including, but not limited to, any necessary easements, licenses, permits and building entrance rights required to connect our Equipment from the public right of way to your place of business ("Collocation Space"), you agree to provide us such Collocation Space and hereby grant us an irrevocable license to use, occupy and maintain the Collocation Space until the Agreement is terminated. You also agree to provide us with power, not to exceed 30 amps of DC power, for our Equipment. With the exception of any power usage that exceeds 30 amps of DC power a month, you will not charge us for the Collocation Space or the power usage of our Equipment. Additionally, you hereby grant us a license to access the Collocation Space on a 24 hour/7 day per week basis, subject to any reasonable rules and regulations promulgated by you for the use and maintenance of the Collocation Space. We are not responsible for any delays in provisioning the Fiber Services or interruptions to the Fiber Services caused by your inability to secure or maintain the Collocation Space.

9. **Limitation of Liability and Indemnification.** CUSTOMER AGREES THAT ALL FIBER SERVICES ARE PROVIDED BY METRONET ON "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR-FREE. METRONET MAKES NO WARRANTY THAT THE FIBER SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD-PARTY UNAUTHORIZED ACCESS OR MONITORING. CUSTOMER AGREES THAT ALL USE OF THE FIBER SERVICES ARE AT CUSTOMERS SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE FIBER SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL METRONET, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF METRONET'S EQUIPMENT, THE USE OR INABILITY TO USE THE FIBER SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD-PARTY SERVICES INCLUDING, BUT NOT LIMITED TO, E911 SERVICE AND SECURITY MONITORING, IN NO EVENT WILL METRONET'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE FIBER SERVICES. Customer agrees to defend, indemnify and hold harmless Metronet, its affiliates and parent corporation, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Fiber Services by Customer or otherwise arising out of Customer's breach of any material term of this of the Agreement.

10. **Adjustments.** For regulatory reasons or vendor cost increases which adversely affect the cost of providing the Fiber Services, we may increase the rates charged to you, delete or modify the Fiber Services provided hereunder, change the terms of the Agreement or pass through to you all or a portion of any charge or surcharge directly or indirectly related to such regulatory activity or vendor cost increases. We will notify you in advance if we initiate any of the foregoing changes. If the proposed change increases the price of a Fiber Service by more than 10% in any year or increases your duties and obligations under the Agreement, you may terminate such Fiber Service with no further liability by delivering written notice to us no later than thirty (30) day following the date we notify you of the change. Your continued use of the Fiber Service after the expiration of such thirty (30) day period will be deemed consent to any such changes. Notwithstanding the foregoing, you agree that your usage based charges may increase more than 10% and you will not have the ability to terminate any Fiber Service due to such increase.

11. **End User Authorizations.** To ensure compliance with certain legal and regulatory requirements, if you are purchasing the Fiber Services on a bulk basis for use by your tenants or residents (the "End Users"), we may require you to obtain a "Letter of Authorization" with special terms and conditions ("LOA") from your End Users. The execution of an LOA shall not relieve your duties or obligations under the Agreement or act as a limitation on our rights or remedies under the Agreement. If you fail to obtain an LOA from any End User, you shall indemnify us for any loss, cost or damage we may incur as a result of not having the LOA in place. You agree to promptly forward all LOAs to us throughout the term of this Agreement.

12. **Jurisdiction and Venue.** Jurisdiction and venue for all disputes will be Evansville, Indiana. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the agreement or the Fiber Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. **Payment of Call One Early Termination Charges.** MetroNet agrees that it will pay to Customer an amount equal to 100% of the monthly recurring charges payable by Customer under the Call One Customer Service Agreement for the period starting on the date Customer's MetroNet Fiber Services are turned up and ending on the expiration date of the three year initial term of the Call One Customer Service Agreement. Such amount will be paid by Metronet to Customer within 30 days of the effective date of the Call One Customer Service Agreement termination.

14. **General.** This Agreement represents the entire understanding and agreement between Metronet and Customer and supersedes all prior agreements, whether written or oral. No alternations or changes may be made to the Agreement, pricing schedules or any other document regarding any services provided by us except with the written approval of an officer of Metronet. Except for the limitation set forth in Section 12 of these terms and conditions, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right of remedy granted hereby or by law. The Agreement, a legally binding contract between Metronet and Customer, binds and insures to the benefits of their respective principals, successors and assigns. The format, words and phrases used in this Agreement will have the meaning generally understood in the Telecommunications Industry. This Agreement will be construed in accordance with its fair meaning and not against the drafting party. The following Sections will survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7, 9, 12 and 14 of these terms and conditions.

Customer Initials _____

SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS:

- (a) Active-NET Diverse Fiber Service. An Active-Net Diverse Fiber Service is a private, dedicated point to point Fiber Service that is entirely On Net and is provisioned to have no single point of failure, i.e. has physically diverse fiber routes, with dual entrance facilities, and dual optronics/electronics. A Fiber Service will be deemed an “Active-Net Diverse Fiber Service” only if the Agreement specifically provides that the Fiber Service is an “Active-Net Diverse Fiber Service” or a “Service with no single point of failure”.
- (b) Active-NET Fiber Service. An Active-Net Fiber Service is a private, dedicated point to point Fiber Service that is entirely On Net but is not provisioned to have no single point of failure.
- (c) Force Majeure. Force Majeure events are causes beyond MetroNet’s reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.
- (d) Emergency Maintenance or Repair. Emergency Maintenance or Repair is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.
- (e) Excluded Outages. Excluded Outages are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation provided MetroNet has given Customer 24 hours prior notice of such planned maintenance, repair, alteration or implementation; (v) arising out of or related to Customer’s or third party’s network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer’s end-user’s premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and (ix) with respect to Active-Net Diverse Fiber Service that results from a dual event, i.e. an event on each redundant or diverse portion of the network over which the Fiber Service is delivered.
- (f) Off Net. “Off Net” means a service which is licensed by MetroNet from a third party to provide Fiber Service to a specific Customer or end-user premise or location.
- (g) On Net. “On Net” means a Fiber Service provisioned entirely on MetroNet’s network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered “On Net” if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

- (h) **Outage.** “Outage” shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal (an “Availability Outage”), or (ii) the Service Elements of a Fiber Service do not perform equal to or better than the Performance Objectives stated below (a “Performance Outage”).
- (i) **Planned Maintenance or Repair.** Planned Maintenance or Repair includes network upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs.
- (j) **PON-NET Fiber Service.** PON-NET Fiber Service is a Fiber Service entirely On Net and delivered utilizing a Passive Optical Network.

2) **SERVICE OUTAGE CREDITS:**

- (a) Availability Outage Credits. Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Outage Credits for Fiber Services provided on Active-NET Diverse Fiber (99.999% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:04 - 4:00:00	10%
4:00:01 - 8:00:00	15%
8:00:01 - 12:00:00	20%
12:00:01 - 16:00:00	25%
16:00:01 - 20:00:00	30%
20:00:01 - 24:00:00	35%
24:00:01 or greater	50%

Table 2: Availability SLA for Fiber Services provided on Active-NET Fiber (99.995% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:00 – 0:02:00	None
0:02:01 - 4:00:00	5%
4:00:01 - 8:00:00	8%
8:00:01 – 12:00:00	10%
12:00:01 - 16:00:00	15%
16:00:01 - 20:00:00	20%
20:00:01 - 24:00:00	30%
24:00:01 or greater	50%

Table 3: Availability SLA for Fiber Services provided on PON-NET Fiber (99.99% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:00 – 0:04:00	None

CUSTOMER INITIALS _____

0:04:01 - 8:00:00	5%
8:00:01 - 12:00:00	8%
12:00:01 - 16:00:00	10%
16:00:01 - 20:00:00	15%
20:00:01 - 24:00:00	20%
24:00:01 or greater	30%

- (b) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Service Element	Performance Standard
Latency (ms) (one way)	< 10ms POP to POP
Jitter (ms)	< 2ms POP to POP
RTD (ms)	< 20 ms POP to POP
Packet / Frame Loss (%)	< 1% POP to POP

Packet Loss/Latency Service Outage Credits			
	Service Outage Credit - % of MRC for Affected Service(s)		
Cumulative Duration of Service Level Failure(s)	PON - Net	Active - Net	Active Diverse - Net
>2 hrs to 4 hrs.	None	5%	10%
>4 hrs. to 8 hrs.	5%	8%	15%
>8 hrs. to 12 hrs.	8%	10%	20%
>12 hrs. to 16 hrs.	10%	15%	25%
>16 hrs. to 20 hrs.	15%	20%	30%
>20 hrs. to 24 hrs.	20%	30%	35%
>24 hrs.	30%	50%	50%

A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Outages shall be measured from POP to POP (i.e. a MetroNet point of presence where MetroNet has active network equipment).

- (c) Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section. If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month. Service Outage Credits shall be

CUSTOMER INITIALS _____

Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

- (d) Notwithstanding any other provision of the Agreement, this Service Level Agreement shall not apply to asymmetrical Fiber Services, which are offered on a best efforts basis.

3) **RESPONSE AND RESTORATION OBJECTIVES:**

- (a) Objective measured as an average over one (1) month.

Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Active-Net MetroNet Equipment	4 Hours
Mean Time to Restore Active-Net Services	6 Hours
Mean Time to Restore PON-Net MetroNet Equipment	6 Hours
Mean Time to Restore PON-Net Services	8 Hours

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. In the event MetroNet fails to meet any such objective, Customer should contact the next tier on MetroNet's Escalation List. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).

4) **CUSTOMER REPAIR ESCALATION LIST:**

If you experience a network outage or service interruption at any time please call the MetroNet at 833.393.6857. The following is MetroNet's escalation list:

Escalation Tier	Contact Name	Title	Office Phone #	Mobile #	Email
1st	Repair NOC	Network Operations Center	833.393.6857		mfn-noc@metronetinc.com
2nd	Sean Melvin	Repair Supervisor	812.213.1385	812-431-3075	Sean.Melvin@metronetinc.com
3rd	Sean Higgins	Director	812.213.1189	270-305-2215	Sean.Higgins@metronetinc.com
4th	Kelvin Fee	VP Engineering/ Operations	779.252.1220	630.301.8735	Kelvin.Fee@metronetinc.com

CUSTOMER INITIALS _____

RESOLUTION NO. _____

**RESOLUTION FOR A COMMUNICATIONS SYSTEM CONTRACT FOR THREE YEARS
WITH METRONET**

WHEREAS, the Village sought out a telecommunications vendor that can provide and install a wide area network, high-speed internet, phone system/service, and phone hardware for Village facilities;

WHEREAS, the Village upon soliciting and reviewing proposals, determined that MetroNet provided the best overall solutions for the IT services described above, and the Village negotiated an agreement with Metronet to provide those services;

WHEREAS, Metronet and the Village have agreed upon a MetroNet Advanced Services Agreement, attached as Exhibit A, which is a three-year contract with renewal options and terms as provided for in the contract. .

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Village Administrator is authorized to sign and enter into the agreement with MetroNet attached and made a part of this Resolution.
3. This Resolution shall take immediate full force and effect from and after its passage and approval.

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

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

Mark Carroll _____ Laura Curtis _____

Mark Gaffino _____ Mark Guethle _____

Michael Lowery _____ Tao Martinez _____

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

Village President Dale Berman

ATTEST:

Village Clerk

Exhibit A



Advanced Services Agreement

Customer	Village of North Aurora, IL			Date	5/17/2019
Sub I.D.				Sales Rep	Chad Czyzewicz
Physical Address - Location A	Village Hall - 25 E. State Street, North Aurora, IL 60542			Referred by:	
Physical Address - Location B	Public Works - 314 Butterfield Road, North Aurora, IL 60542				
Physical Address - Location C	Police Department - 200 S. Lincolnway, North Aurora, IL 60542				
Physical Address - Location D	East Water Plant - 316 Butterfield Road, North Aurora, IL 60542				
Physical Address - Location E	West Water Plant - 200 Princeton Drive, North Aurora, IL 60542				
Billing Address	25 E. State Street, North Aurora, IL 60542				
Primary Contact	David Arndt	Desk Phone	630.897.8228, ext 267	Email:	darndt@northaurora.org
On Site Contact	David Arndt	Cell Phone	630.450.4123	Email:	darndt@northaurora.org
Current Local Carrier	Call One				
Current LD Carrier	Call One				
Local Telephone Service	Quantity	Term	Non-Recurring	Recurring	
POTS	8	36 months	\$ -	\$ 205.20	
HPBX	Quantity	Term	Non-Recurring	Recurring	
Call Paths (shared between all locations)	30	36 months	\$ -	\$ 390.00	
Standard Seats	50	36 months	\$ -	\$ 647.50	
Premium Seats	40	36 months	\$ -	\$ 598.00	
Voicemail Only Seats	39	36 months	\$ -	\$ 193.05	
HPBX Conference Room Seat	3	36 months	\$ -	\$ 74.85	
HPBX On-Site Training (Up to 4 hours \$500 NRC)			\$ -	\$ -	
Algo 8180 Paging Integration Device			\$ -	\$ -	
Algo 8028 SIP Door Phone			\$ -	\$ -	
Algo 8186 Paging Device			\$ -	\$ -	
MetroNet Go Soft Phone	# Users:		\$ -	\$ -	
Equipment & Accessories	Quantity	Term	Non-Recurring	Recurring	
Cisco SPA509G Phone	90	36 months	\$ -	included	
Soundstation IP5000 Conference Room Phone	3	36 months	\$ -	included	
Cisco SPA500S Sidecar	10	36 months	\$ -	\$ 20.00	
Long Distance	Cost/Minute	Term	Non-Recurring	Recurring	
5,000 Domestic Long Distance Minutes per month to share amongst all users. Overage above 5,000 per month will be billed at \$0.025 cents per minute	5,000 minutes per month	36 months	\$ -	included	
			\$ -	\$ -	
HPBX Router - Village Hall	Quantity	Term	Non-Recurring	Recurring	
C881 Router	1	36 months	\$ -	\$ 9.95	
HPBX Router - Police Department	Quantity	Term	Non-Recurring	Recurring	
C881 Router	1	36 months	\$ -	\$ 9.95	
HPBX Router - Public Works	Quantity	Term	Non-Recurring	Recurring	
C881 Router	1	36 months	\$ -	\$ 9.95	
Internet - Village Hall	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	100Mb/100Mb	36 months	\$ -	\$ 350.00	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity: 5	36 months	\$ -	included
Internet - Police Deparmtent	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	100Mb/100Mb	36 months	\$ -	\$ 350.00	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity: 13	36 months	\$ -	included
Internet - West Water Plant	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	30Mb/10Mb	36 months	\$ -	\$ 69.95	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity: 5	36 months	\$ -	included
Internet - East Water Plant	Speed	Term	Non-Recurring	Recurring	
Bandwidth Speed	30Mb/10Mb	36 months	\$ -	\$ 69.95	
IP Address	<input type="checkbox"/> DHCP <input type="checkbox"/> Static	Quantity:	36 months	\$ -	included
WAN Circuit - Village Hall to Police Department	Speed	Term	Non-Recurring	Recurring	
Bandwidth	100Mb	36 months	\$ -	\$ 350.00	
Location A & Location Z Details: 100Mb Point to Point Circuit connecting Village Hall to Police Department					
WAN Circuit - Village Hall to Public Works	Speed	Term	Non-Recurring	Recurring	
Bandwidth	10Mb	36 months	\$ -	\$ 150.00	
Location A & Location Z Details: 10Mb Point to Point Circuit connecting Village Hall to Public Works					
WAN Circuit - Police Department to Public Works	Speed	Term	Non-Recurring	Recurring	
Bandwidth	10Mb	36 months	\$ -	\$ 150.00	
Location A & Location Z Details: 10Mb Point to Point Circuit connecting Police Department to Public Works					
Fiber IPTV Services - Village Hall	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 months	\$ -	\$ 30.00	
Additional Set Top Boxes	1	36 months	\$ -	\$ 3.95	
Fiber IPTV Services - Police Department	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 months	\$ -	\$ 30.00	
Additional Set Top Boxes	6	36 months	\$ -	\$ 23.70	
Fiber IPTV Services - Public Works	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 monthths	\$ -	\$ 30.00	
Additional Set Top Boxes			\$ -	\$ -	
Fiber IPTV Services - West Water Plant	Quantity	Term	Non-Recurring	Recurring	
Standard TV (Non Hospitality) - includes 1 set-top box	1	36 months	\$ -	\$ 30.00	
Additional Set Top Boxes			\$ -	\$ -	
				Total	
Monthly Service Costs (plus taxes and fees)				\$3,796.00	
Non-Recurring				\$0.00	
Installation Cost				\$0.00	
The undersigned party ("Customer") hereby appoints Metro Metro Fibernet, LLC d/b/a MetroNet ("MetroNet") as agent in all matters relating to Customer's long distance and/or local service to the extent those services are selected by Customer as indicated above. Metronet is authorized to contact Customer's local telephone company to activate this service immediately. Customer understands that it may designate only one interLATA long distance carrier per telephone line and one intraLATA long distance carrier per phone line.					
By signing below, Customer makes the following representations and warranties to MetroNet: (i) the undersigned is authorized to sign this Business Order Form and otherwise bind the Customer; (ii) the undersigned has had an opportunity to read and review the Agreement, as that term is defined in the terms and conditions attached to this Business Order Form, and agrees to abide by all of the terms and conditions contained in the Agreement and those terms that are specific to any service being purchased by Customer as specified in the above Business Order Form;and (iii) if there's a power outage or other service interruption, Customer is aware their phone service, including access to E911, may be unavailable for a period of time. This Business Order Form is hereby incorporated by reference into the Agreement.					
Customer Name (Printed):			Signature:		
Title:			Date:		

Business Name:	Village of North Aurora, IL
Physical Address:	5 Locations - See Advanced Services Agreement
<p>Explanation of work to be done (NOTE: <i>If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for Complex Orders and first engage Sales Engineering.</i></p> <p><i>This is a Complex Order</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If Complex, was Sales Engineering engaged:</i> <input checked="" type="checkbox"/> YES</p>	
<p>Install Fiber Internet, Wide Area Network, and IPTV service to the Village of North Aurora locations as indicated on Advanced Services Agreement. Install Hosted PBX phone system/service to all locations. Hosted PBX system will consist of 90 Hosted PBX Seats (50 standard and 40 Premium) with 90 Cisco SPA 509G IP phones. 30 call paths will be shared amongst all locations. Also install 39 voicemail only seats and 3 conference room seats with 3 Soundstation IP500 conference room phones. Also install 10 sidecars. Please note that quantities for seats, phones, and sidecars are subject to change, if requested by the Village of North Aurora, as the MetroNet Project Management department and the Village of North Aurora work through this installation process. This will be an integrated voice network. MetroNet will use existing CAT5e or CAT6 to deliver services and will work with the Village of North Aurora IT Department to integrate Hosted PBX system with Village of North Aurora network switches. The Village of North Aurora will consult with the MetroNet Sales Engineering group on type of switches to be provided.</p>	
Day of Service Installation	
<p>MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable but, we will use commercially reasonable efforts to minimize the inconvenience you.</p>	
DMARC (ONT)	
<p>When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the business owner's financial responsibility to contact an IT vendor for support and/or repairs.</p>	
Customer Phone Vendor / Cut Sheet	
<p>Customer designates <u> MetroNet </u> ("Phone Vendor") to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor. MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet").</p>	
Changes	
<p>Customer understands that any changes made to this Statement of Work ("SOW") or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by Company at its standard intervals or otherwise delay the provisioning of the Fiber Services to you.</p>	
<p>This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions to the Business Order Form. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.</p>	
Customer Name (Printed):	Signature:
Title:	Date:

Terms and Conditions

Metro Fibernet, LLC d/b/a "Metronet" (hereafter "Metronet", "we" or "us") and the customer identified on the Business Service Order Form (hereafter "Customer", "you" or "your") enter into this agreement whereby we will provide you those services listed on the Business Service Order Form ("Fiber Services").

1. **Agreement.** These terms and conditions, together with our tariff, our AUPP, the Business Service Agreement and/or Advanced Services Agreement, our Additional Terms of Service Addendum and, any Statement of Work or Letters of Authorization that are related to the Fiber Services, form the entire agreement between Metronet and Customer regarding the Fiber Services (the "Agreement").

2. **Documents Available On Line; Notices Via Text.** These terms and conditions, our Acceptable Use and Privacy Policy ("AUPP"), our tariff, and our Additional Terms of Service Addendum may be found on our website at www.metroinc.com. These documents may also be obtained through our customer service department. By signing the Business Order Form, you acknowledge that you have had an opportunity to read and review, and agree to abide by, all of the terms and conditions of the Agreement including those posted on our website. You also agree to receive notifications from MetroNet via text over the wireless number you provided to MetroNet at the time you established your service.

3. **Term.** This Agreement will be binding on Customer upon Customer's execution of the Business Services Agreement and/or Advanced Services Agreement. The initial term of the Agreement will be three (3) years commencing on the date the Fiber Services are first available to Customer (the "Effective Date"). Upon the expiration of the initial term, the Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

4. **Early Termination.** Except for a permitted termination pursuant to Section 10 of these terms and conditions, and except as otherwise provided in this Section, in the event you terminate (or we terminate due to your breach) this Agreement or any Fiber Service prior to the expiration of the then current term, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to: (i) sixty percent (60%) of the average monthly recurring fees for the terminated Fiber Services, including usage based fees, multiplied by the number of months remaining on the then current term; and (ii) any unpaid non-recurring fees associated with the terminated Fiber Services. In the event MetroNet must construct facilities in order to serve your location and you terminate your contract before MetroNet begins providing service, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to MetroNet's costs to construct its network to your premises.

5. **Payment & Billing.** All non-recurring fees will be due within thirty (30) days of invoice. With the exception of non-recurring fees and usage based charges, you will be billed monthly in advance for the Fiber Services. Tax-like charges and other local, state or federally charged, imposed or authorized fees and surcharges are not built into our rates, and therefore, will be included separately on your monthly bill. You agree to pay all charges stated in your bill including any taxes and surcharges no later than thirty (30) days following the invoice date without offset or demand. If you do not pay your bill in full by the due date, you may incur a late payment fee equal to twenty-five dollars (\$25.00) or the highest late payment fee allowed by law. The unpaid portion of your bill will also incur interest, from the due date until paid, at three percent (3%) per month or the highest rate allowed by law. We may also discontinue some or all of your Fiber Services until payment is received. In the event that we disconnect your Fiber Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past amount due from you, you agree to pay our collection expenses including, but not limited to, court costs, service fees, collection fees, and attorneys fees.

6. **Equipment.** We may install equipment in and around your place of business. This equipment may include, but is not limited to, a Network Interface Device ("NID"), phones, switches, routers set top boxes and cabling (collectively the "Equipment"). Unless you purchase the Equipment from us, the Equipment is our property. You agree that you will not move any of the Equipment to another location outside your place of business either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your place of business. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or equipment located outside your place of business, and obtaining a signed return receipt from us.

7. **Installation.** You hereby authorize us and/or our contractors to enter your place of business during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto property owned or controlled by you at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your place of business. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your place of business. We are not responsible for the operation, maintenance and repair of your television, computer or any other device owned by you to which we establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network.

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8. **Collocation Space.** To the extent that we need space in and around your place of business to provide you Fiber Services, including, but not limited to, any necessary easements, licenses, permits and building entrance rights required to connect our Equipment from the public right of way to your place of business ("Collocation Space"), you agree to provide us such Collocation Space and hereby grant us an irrevocable license to use, occupy and maintain the Collocation Space until the Agreement is terminated. You also agree to provide us with power, not to exceed 30 amps of DC power, for our Equipment. With the exception of any power usage that exceeds 30 amps of DC power a month, you will not charge us for the Collocation Space or the power usage of our Equipment. Additionally, you hereby grant us a license to access the Collocation Space on a 24 hour/7 day per week basis, subject to any reasonable rules and regulations promulgated by you for the use and maintenance of the Collocation Space. We are not responsible for any delays in provisioning the Fiber Services or interruptions to the Fiber Services caused by your inability to secure or maintain the Collocation Space.

9. **Limitation of Liability and Indemnification.** CUSTOMER AGREES THAT ALL FIBER SERVICES ARE PROVIDED BY METRONET ON "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR-FREE. METRONET MAKES NO WARRANTY THAT THE FIBER SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD-PARTY UNAUTHORIZED ACCESS OR MONITORING. CUSTOMER AGREES THAT ALL USE OF THE FIBER SERVICES ARE AT CUSTOMERS SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE FIBER SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL METRONET, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF METRONET'S EQUIPMENT, THE USE OR INABILITY TO USE THE FIBER SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD-PARTY SERVICES INCLUDING, BUT NOT LIMITED TO, E911 SERVICE AND SECURITY MONITORING, IN NO EVENT WILL METRONET'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE FIBER SERVICES. Customer agrees to defend, indemnify and hold harmless Metronet, its affiliates and parent corporation, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Fiber Services by Customer or otherwise arising out of Customer's breach of any material term of this of the Agreement.

10. **Adjustments.** For regulatory reasons or vendor cost increases which adversely affect the cost of providing the Fiber Services, we may increase the rates charged to you, delete or modify the Fiber Services provided hereunder, change the terms of the Agreement or pass through to you all or a portion of any charge or surcharge directly or indirectly related to such regulatory activity or vendor cost increases. We will notify you in advance if we initiate any of the foregoing changes. If the proposed change increases the price of a Fiber Service by more than 10% in any year or increases your duties and obligations under the Agreement, you may terminate such Fiber Service with no further liability by delivering written notice to us no later than thirty (30) day following the date we notify you of the change. Your continued use of the Fiber Service after the expiration of such thirty (30) day period will be deemed consent to any such changes. Notwithstanding the foregoing, you agree that your usage based charges may increase more than 10% and you will not have the ability to terminate any Fiber Service due to such increase.

11. **End User Authorizations.** To ensure compliance with certain legal and regulatory requirements, if you are purchasing the Fiber Services on a bulk basis for use by your tenants or residents (the "End Users"), we may require you to obtain a "Letter of Authorization" with special terms and conditions ("LOA") from your End Users. The execution of an LOA shall not relieve your duties or obligations under the Agreement or act as a limitation on our rights or remedies under the Agreement. If you fail to obtain an LOA from any End User, you shall indemnify us for any loss, cost or damage we may incur as a result of not having the LOA in place. You agree to promptly forward all LOAs to us throughout the term of this Agreement.

12. **Jurisdiction and Venue.** Jurisdiction and venue for all disputes will be Evansville, Indiana. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the agreement or the Fiber Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. **Payment of Call One Early Termination Charges.** MetroNet agrees that it will pay to Customer an amount equal to 100% of the monthly recurring charges payable by Customer under the Call One Customer Service Agreement for the period starting on the date Customer's MetroNet Fiber Services are turned up and ending on the expiration date of the three year initial term of the Call One Customer Service Agreement. Such amount will be paid by Metronet to Customer within 30 days of the effective date of the Call One Customer Service Agreement termination.

14. **General.** This Agreement represents the entire understanding and agreement between Metronet and Customer and supersedes all prior agreements, whether written or oral. No alternations or changes may be made to the Agreement, pricing schedules or any other document regarding any services provided by us except with the written approval of an officer of Metronet. Except for the limitation set forth in Section 12 of these terms and conditions, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right of remedy granted hereby or by law. The Agreement, a legally binding contract between Metronet and Customer, binds and insures to the benefits of their respective principals, successors and assigns. The format, words and phrases used in this Agreement will have the meaning generally understood in the Telecommunications Industry. This Agreement will be construed in accordance with its fair meaning and not against the drafting party. The following Sections will survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7, 9, 12 and 14 of these terms and conditions.

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SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS:

- (a) Active-NET Diverse Fiber Service. An Active-Net Diverse Fiber Service is a private, dedicated point to point Fiber Service that is entirely On Net and is provisioned to have no single point of failure, i.e. has physically diverse fiber routes, with dual entrance facilities, and dual optronics/electronics. A Fiber Service will be deemed an “Active-Net Diverse Fiber Service” only if the Agreement specifically provides that the Fiber Service is an “Active-Net Diverse Fiber Service” or a “Service with no single point of failure”.
- (b) Active-NET Fiber Service. An Active-Net Fiber Service is a private, dedicated point to point Fiber Service that is entirely On Net but is not provisioned to have no single point of failure.
- (c) Force Majeure. Force Majeure events are causes beyond MetroNet’s reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.
- (d) Emergency Maintenance or Repair. Emergency Maintenance or Repair is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.
- (e) Excluded Outages. Excluded Outages are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation provided MetroNet has given Customer 24 hours prior notice of such planned maintenance, repair, alteration or implementation; (v) arising out of or related to Customer’s or third party’s network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer’s end-user’s premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and (ix) with respect to Active-Net Diverse Fiber Service that results from a dual event, i.e. an event on each redundant or diverse portion of the network over which the Fiber Service is delivered.
- (f) Off Net. “Off Net” means a service which is licensed by MetroNet from a third party to provide Fiber Service to a specific Customer or end-user premise or location.
- (g) On Net. “On Net” means a Fiber Service provisioned entirely on MetroNet’s network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered “On Net” if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

- (h) **Outage.** “Outage” shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal (an “Availability Outage”), or (ii) the Service Elements of a Fiber Service do not perform equal to or better than the Performance Objectives stated below (a “Performance Outage”).
- (i) **Planned Maintenance or Repair.** Planned Maintenance or Repair includes network upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs.
- (j) **PON-NET Fiber Service.** PON-NET Fiber Service is a Fiber Service entirely On Net and delivered utilizing a Passive Optical Network.

2) **SERVICE OUTAGE CREDITS:**

- (a) **Availability Outage Credits.** Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Outage Credits for Fiber Services provided on Active-NET Diverse Fiber (99.999% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:04 - 4:00:00	10%
4:00:01 - 8:00:00	15%
8:00:01 - 12:00:00	20%
12:00:01 - 16:00:00	25%
16:00:01 - 20:00:00	30%
20:00:01 - 24:00:00	35%
24:00:01 or greater	50%

Table 2: Availability SLA for Fiber Services provided on Active-NET Fiber (99.995% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:00 – 0:02:00	None
0:02:01 - 4:00:00	5%
4:00:01 - 8:00:00	8%
8:00:01 – 12:00:00	10%
12:00:01 - 16:00:00	15%
16:00:01 - 20:00:00	20%
20:00:01 - 24:00:00	30%
24:00:01 or greater	50%

Table 3: Availability SLA for Fiber Services provided on PON-NET Fiber (99.99% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
0:00:00 – 0:04:00	None

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0:04:01 - 8:00:00	5%
8:00:01 - 12:00:00	8%
12:00:01 - 16:00:00	10%
16:00:01 - 20:00:00	15%
20:00:01 - 24:00:00	20%
24:00:01 or greater	30%

- (b) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Service Element	Performance Standard
Latency (ms) (one way)	< 10ms POP to POP
Jitter (ms)	< 2ms POP to POP
RTD (ms)	< 20 ms POP to POP
Packet / Frame Loss (%)	< 1% POP to POP

Packet Loss/Latency Service Outage Credits			
	Service Outage Credit - % of MRC for Affected Service(s)		
Cumulative Duration of Service Level Failure(s)	PON - Net	Active - Net	Active Diverse - Net
>2 hrs to 4 hrs.	None	5%	10%
>4 hrs. to 8 hrs.	5%	8%	15%
>8 hrs. to 12 hrs.	8%	10%	20%
>12 hrs. to 16 hrs.	10%	15%	25%
>16 hrs. to 20 hrs.	15%	20%	30%
>20 hrs. to 24 hrs.	20%	30%	35%
>24 hrs.	30%	50%	50%

A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Outages shall be measured from POP to POP (i.e. a MetroNet point of presence where MetroNet has active network equipment).

- (c) Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section. If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month. Service Outage Credits shall be

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Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

- (d) Notwithstanding any other provision of the Agreement, this Service Level Agreement shall not apply to asymmetrical Fiber Services, which are offered on a best efforts basis.

3) **RESPONSE AND RESTORATION OBJECTIVES:**

- (a) Objective measured as an average over one (1) month.

Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Active-Net MetroNet Equipment	4 Hours
Mean Time to Restore Active-Net Services	6 Hours
Mean Time to Restore PON-Net MetroNet Equipment	6 Hours
Mean Time to Restore PON-Net Services	8 Hours

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. In the event MetroNet fails to meet any such objective, Customer should contact the next tier on MetroNet's Escalation List. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).

4) **CUSTOMER REPAIR ESCALATION LIST:**

If you experience a network outage or service interruption at any time please call the MetroNet at 833.393.6857. The following is MetroNet's escalation list:

Escalation Tier	Contact Name	Title	Office Phone #	Mobile #	Email
1st	Repair NOC	Network Operations Center	833.393.6857		mfn-noc@metronetinc.com
2nd	Sean Melvin	Repair Supervisor	812.213.1385	812-431-3075	Sean.Melvin@metronetinc.com
3rd	Sean Higgins	Director	812.213.1189	270-305-2215	Sean.Higgins@metronetinc.com
4th	Kelvin Fee	VP Engineering/ Operations	779.252.1220	630.301.8735	Kelvin.Fee@metronetinc.com

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