

#### **REVISED**

### NORTH AURORA VILLAGE BOARD MEETING MONDAY, AUGUST 19, 2019 – 7:00 P.M. NORTH AURORA VILLAGE HALL - 25 E. STATE ST.

#### **AGENDA**

**CALL TO ORDER - SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE** 

**ROLL CALL** 

**AUDIENCE COMMENTS** 

TRUSTEE COMMENTS

#### **CONSENT AGENDA**

- 1. Village Board Minutes dated 08/05/2019; Committee of the Whole Minutes dated 08/05/2019
- 2. Bills List dated 08/19/2019 FY '19 in the Amount of \$2.879.84
- 3. Bills List dated 08/19/2019 FY '20 in the Amount of \$202,596.34
- 4. Approval of Resolution for Final Plat of Lincoln Valley on the Fox Phase 2

#### **NEW BUSINESS**

- 1. Approval to Reject The Lowest Bid and Accept the Bid with Acres Group for Parkway Tree Replacement Project in the Amount of \$33.950.00
- 2. Approval of Police Squad Vehicle Purchase from Morrow Bros. Ford in the Amount of \$75,556.00
- 3. Approval of Police Starcom Radio Purchase from Miner Electronics Corp. in the Amount of \$77.894.83
- 4. Approval of Bid with Layne Christensen Company for Well #8 and Well #9 Pumps and Motors in the Amount of \$594.000.00
- 5. Approval of Resolution for Revisions to the Human Resources Manual
- 6. Approval of Ordinance for the Acquisition of Property Located at 10 S. Lincolnway in the Amount of \$104,400.00
- 7. Motion Authorizing the Village Administrator to Procure Replacement Parts for Well #4 in the Estimated Amount of \$25,000,00

#### **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** 



#### VILLAGE OF NORTH AURORA VILLAGE BOARD MEETING MINUTES AUGUST 13, 2019

#### **CALL TO ORDER**

Mayor Berman called the meeting to order.

SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE

#### **ROLL CALL**

**In attendance**: Mayor Dale Berman, Trustees Mark Gaffino, Laura Curtis, Mark Carroll, Tao Martinez, Mark Guethle and Village Clerk Lori Murray. Trustee Lowery arrived at 7:05.

**Staff in attendance**: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community and Economic Development Director Mike Toth, Village Attorney Kevin Drendel Public Works Director John Laskowski, Police Chief David Fisher, Captain/Fire Marshal Eric Bunkofske.

#### **AUDIENCE COMMENTS** – None

#### **TRUSTEE COMMENTS**

Trustee Gaffino said that the village had a record attendance on Saturday night for North Aurora Days. Gaffino thanked staff, police, the village board and all of the volunteers for the hours put in to make North Aurora Days a success.

#### **CONSENT AGENDA**

- 1. Village Board Minutes dated 07/15/2019
- 2. Travel and Expenses for Business Purposes in the Amount of \$80.00
- 3. Interim Bills List Dated 07/23/2019 FY'19 in the Amount of \$2,164.99
- 4. Interim Bills List Dated 07/23/2019 FY'20 in the Amount of \$38,564.26
- 5. Interim Bills List Dated 07/29/2019 FY'20 in the Amount of \$21,431.90
- 6. Interim Bills List Dated 07/30/2019 FY'20 in the Amount of \$16,357.10
- 7. Bills List dated 08/05/2019 FY'19 in the Amount of \$37,001.21
- 8. Bills List dated 08/05/2019 FY'20 in the Amount of \$511,310.92
- 9. Pay Request #2, Partial for 2019 Sanitary Sewer Televising by National Power Rodding Corp. in the Amount of \$50,973.71
- 10. Pay Request #1, Partial for 2019 Street Improvements by Geneva Construction Company in the Amount of \$243,291.49
- 11. Approval of Resolution Accepting the Public Improvements for the Property Located at 1000 Kilbery Lane
- 12. Approval of the Resolution to Adopt the Kane County Stormwater Ordinance and Technical Manual

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

#### **NEW BUSINESS**

**1.** Approval of Sullivan Water Main Engineering Agreement in the Amount of \$15,786.00 Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. Roll Call Vote: Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. Motion approved (6-0).

#### 2. Approval of Fiscal Year 2019 Budget Amendment #3

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 to Reject All Silo Structural Repair and Lighting Design Project Bids

Motion made by Trustee Guethle and seconded by Trustee Curtis to reject the silo bids. Trustee Curtis said that she was shocked at how far above the budget the bid was. Village Administrator Steve Bosco said that staff is looking at ways to bring the cost down in order to move forward with the project. Curtis said the issue of removing the dam may come back up for discussion and that if the dam is removed, it may diminish the desirability to bring people to the riverfront. **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)**.

#### 4. Approval of the Public Works Tree Trimming Policy

Motion for approval made by Trustee Gaffino and seconded by Trustee Guethle. **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 to Award LED Lighting and Pole Replacement Project Bid to Utility Dynamics Corporation in the Amount of \$191,125.00

Motion for approval made by Trustee Guethle 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)**.

# 6. Approval of Leaf Collection Machine Quote for Dinkmar Machine in the Amount of \$58,981.65

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

## 7. Approval of an Intergovernmental Agreement with Fox Valley Park District for Police Enforcement

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)**.

# 8. Motion Directing the Village Administrator to Take Action Regarding the Village's Expiring Aggregation Program

The board agreed to let the current agreement expire. Motion made by Trustee Guethle and seconded by Trustee Gaffino to direct the Village Administrator to let the current aggregation program expire and to go back to ComEd for default energy supply. **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)**.

#### 9. Approval of Special Event Permit for Noonan's BBQ and Sports Bar

Motion made by Trustee Curtis and seconded by Trustee Lowery to approve a special event permit, pending approval by the landlord. **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)**.

# 10. Approval of Resolution for Route 31 TIF Façade Grant Funding to Xplore Gymnastics at 223 S. Lincolnway in the Amount of \$8,640.00

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)**.

# 11. Approval of Resolution for Route 31 TIF Façade Grant Funding to Aurora Wire at 8 Marvo Street in the Amount of \$2,900.00

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

### **OLD BUSINESS** – None

#### VILLAGE PRESIDENT

- 1. Illinois Environment Protection Agency letter an engineering evaluation was done for the village's community water supply. The evaluation showed that the water supply is being properly operated and maintained and is satisfactorily protected from entrance of contamination. The EPA noted that the NA Community water supply is commended on its exemplary facility, maintenance and professionalism and courtesy of its employees.
- 2. Mayor Berman said he met a man from Japan who is spending the summer in North Aurora. He brought a letter from the mayor of his city who thanked us for allowing him to share our community.
- 3. A student from Aurora University recently interviewed the mayor and did an assessment of the Village. Mayor Berman said that it was nice to have someone choose North Aurora as the contents for their reporting.

<u>COMMITTEE REPORTS</u> - None <u>TRUSTEES' COMMENTS</u> - None

#### ADMINISTRATOR'S REPORT

Steve Bosco thanked staff and village board members for their hard work on North Aurora Days.

Bosco added that in terms of Trustee Curtis' mention of the dam in North Aurora, that item will be on the agenda for the next Committee of the Whole meeting.

#### **ATTORNEY'S REPORT** - None

#### **FIRE DISTRICT** – None

#### **VILLAGE DEPARTMENT REPORTS**

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

### **ADJOURNMENT**

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

Respectfully Submitted,

Lori J. Murray Village Clerk

#### VILLAGE OF NORTH AURORA COMMITTEE OF THE WHOLE MEETING MINUTES AUGUST 5, 2019

#### CALL TO ORDER

Mayor Berman called the meeting to order.

#### **ROLL CALL**

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

**Staff in attendance**: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community and Economic Development Director Mike Toth, Village Attorney Kevin Drendel Public Works Director John Laskowski, Police Chief David Fisher, Captain/Fire Marshal Eric Bunkofske.

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

#### **DISCUSSION**

#### 1. Randall Road Commercial Center (Randall Terrace Apartments)

Community & Economic Development Director Mike Toth stated that the Randall Road Commercial Center is looking to receive entitlement on Lot 2 for multifamily residential. This was discussed previously as a concept plan at the Village Board meeting on December 17<sup>th</sup> of last year. The Plan Commission reviewed the zoning request and recommended approval at their June 4<sup>th</sup> meeting. At that meeting, the Plan Commission requested more pedestrian connectivity internally to the site and linking the pedestrian connectivity to the east where there is a sidewalk along Miller Drive. They also wanted more dumpster enclosures.

The board was in favor of moving forward.

#### 2. Recreational Cannabis

Village Administrator Steve Bosco went through a brief presentation regarding recreational cannabis. The state passed a new cannabis regulation and tax act that goes into effect January 1<sup>st</sup>. The board will need to decide if it wants to allow sales or ban sales of cannabis in North Aurora. Bosco noted that an interesting fact to North Aurora compared to other communities is that the village is one of the few that already has a medical marijuana dispensary in town. Under this new law, the medical marijuana dispensaries will have the right to cohabitate with recreational sales as long as the village board chooses not to ban them. The village has been notified by the dispensary in town that they are interested in selling recreational marijuana in North Aurora.

Bosco noted that businesses would have to zoned in. None of the businesses are currently zoned for recreational sales.

IL residents 21 and over will be allowed to possess cannabis legally beginning January 1, 2020. Per state law, the following will be allowed:

30 grams (about an ounce) of cannabis flower

5 grams for cannabis concentrate

500 milligrams of THC

Possession will be permissible in a motor vehicle. If someone is able to buy it legally, they will have to be able to transport it home. The only place a person will be able to use it would be in a private residence. The board has the right to allow people to use cannabis at the dispensary but can make stricter requirements and not allow this to be permissible.

Bosco noted that if the Board bans retail sales, it does not ban the use of marijuana in the community.

Police Chief Fisher stated that in terms of alcohol, breathalyzers and road side tests can be done to determine if a person is intoxicated. There is nothing like that for marijuana and therefore enforcement will be tougher. Currently, tests can only be done through blood or urine tests.

Trustee Carroll asked if there is a minimum safe limit for marijuana. Chief Fisher said yes and that there is a permissible level for safe driving.

#### Regulating bodies for cannabis:

Department of Agriculture is in charge of most of the cannabis businesses.

Department of Financial and Professional Regulation oversees the dispensaries.

#### <u>Taxes</u>

Taxes range from 20% - 38%. The County has the right to add an additional 3% sales tax. They also have the right to go to 3.75% in unincorporated areas. Municipalities including home rule and non home rule have the right to add an additional 3% sales tax. Eight percent of all the taxes collected are put into the local government distributive fund.

Three (3) things the board should decide:

- 1. If the village board wants to direct staff that this is not right for the community and do not want recreational sales in the community. Staff would then bring an ordinance to the Board to ban it.
- 2. If the board wants more information and public input, there would be a public hearing at a Plan Commission meeting. Results from that meeting would be discussed at the next Committee of the Whole meeting.
- 3. If the board is interested in recreational sales in North Aurora. There would be a public hearing at a Plan Commission meeting.

Trustee Curtis asked how the federal banking regulations affect the sale of marijuana since a lot of these companies are 100% cash businesses. Curtis added that a lot of these businesses are open to extortion and armed robbery. Curtis said that she is concerned that this is a safety issue since she had read that 50% of these businesses get robbed within the first six months.

Trustee Guethle said that this will bring much needed revenue to the village at about \$500,000 a year to the Village. Trustee Lowery agreed but was concerned as far as the clientele this will draw.

Trustee Carroll said it is more than money and that there are legitimate concerns about people who are drawn to these places.

Bosco said that in talks with the chief and the mayor, staff would recommend banning consumption on premises. Curtis said she is in favor of allowing cannabis sales, but not in favor of consumption on premises.

Chief Fisher said he has a lot of the same concerns as the Board and is absolutely against smoking cannabis on site. Fisher added that he wants to see this heavily regulated. He is also concerned with the sales location and does not want it near residential areas. Bosco said that once the board has a direction, Staff is ready to put a lot of regulations in place. They have discussed zoning districts and security measures and have already put together a map of possible locations.

Lowery asked Finance Director Bill Hannah about the amount of revenue of \$300,000 - \$500,000 and if he would consider this to be a significant amount for the village. Hannah said yes and that \$600,000 is 5% of the general budget right now.

Trustee Gaffino said that his concern is that it is so new that there needs to be more education on the issue. Gaffino added that revenue is good but it should not drive everything. He was also in agreement that it should not be consumed on site and would rather have the business in an industrial site.

Carroll said it is not worth the risk and would like to see it banned in the community. Carroll added that there is no way to measure the minimum safe consumption at this time.

Lowery said he would like to know the statistics on alcohol causing accidents versus marijuana causing accidents. Fisher said that per a study in Colorado, since recreational marijuana was legalized, marijuana related traffic deaths increased 151%. Traffic deaths involving drivers who tested positive for marijuana more than doubled from 55 in 2013 to 138 in 2017.

Gaffino said he would like to know the statistics on criminal activity before and after. Fisher said that in Colorado, crime increased 18.6% and crime on property went up 8.3%.

Carroll asked if there is a maximum the village could charge for a licensing fee such as a \$10,000 licensing fee. Atty. Drendel said no since the village is a non home rule authority.

The board was in agreement with sending this to the Plan Commission and having a public hearing. Items of discussion would include: no consumption on premises, zoning, location, and hours of operation. Bosco stated that the business wants to locate at the Clocktower which is zoned B2. They are currently in B3 which is Route 31. B3 is Route 31 and the corridor from State Street down to Route 88 and a little bit south of that. B2 consists of the main commercial areas that they would not be able to be located at. Both commercial and industrial will be proposed to the Plan Commission.

#### **ADJOURNMENT**

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

Respectfully Submitted,

Lori J. Murray Village Clerk

# Accounts Payable To Be Paid Proof List

User: Ablaser

Printed: 08/15/2019 - 11:39AM Batch: 00504.08.2019



Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation 039020							
Toliet Paper- PD		336.60	01-445-4421	Custodial Supplies	PSI273136	5/1/2019	08/19/2019
Soap, Liners, Dispensers-	PD	1,016.74	01-445-4421	Custodial Supplies	PSI273718	5/2/2019	08/19/2019
	Total:	1,353.34	*Vendor Total				
Johnson & Buh, LLC 467744							
Local DUI Attorney Fee		1,375.00	01-440-4260	Legal	19NAU03-02	2 8/15/2019	08/19/2019
	Total:	1,375.00	*Vendor Total				
Rempe Sharpe & Associ	ates						
NPDES- March 2019		151.50	01-445-4255	Engineering	26871	4/4/2019	08/19/2019
	Total:	151.50	*Vendor Total				
	Report Total:	2,879.84					

# Accounts Payable To Be Paid Proof List

User: Ablaser

Printed: 08/15/2019 - 11:41AM Batch: 00503.08.2019



Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date	
1st Ayd Corporation 039020		460.45	01 440 4411	000 - 5	PSI293009-0	17/25/2010	09/10/2010	
PD Supplies PW Custodial Supplies			01-440-4411 01-445-4421	Office Expenses Custodial Supplies	PSI293009-027/25/2019		08/19/2019 08/19/2019	
	Total:	910.32	*Vendor Total					
Accela, Inc. #774375 034670								
Web Payments- July 2019		782.00	60-445-4510	Equipment/IT Maint	INV-ACC47	7 7/31/2019	08/19/2019	
	Total:	782.00	*Vendor Total					
Ace Hardware								
Bleach, Fly Trap		27.11	01-445-4421	Custodial Supplies	07312019	7/31/2019	08/19/2019	
	Total:	27.11	*Vendor Total					
Anderson Pest Solutions 019770								
VH Pest Control		127.03	01-445-4520	Public Buildings Rpr & Mtce	5281812	8/1/2019	08/19/2019	
PD Pest Control			01-445-4520	Public Buildings Rpr & Mtce	5282881	8/1/2019	08/19/2019	
TPs Pest Control		85.00	60-445-4567	Treatment Plant Repair/Maint	5283256	8/1/2019	08/19/2019	
Quarterly Barrier Treatment		150.00	60-445-4567	Treatment Plant Repair/Maint	5284712	8/1/2019	08/19/2019	
Well #5 House Pest Control		40.00	60-445-4565	Water Well Rpr & Mtce	5285232	8/1/2019	08/19/2019	
	Total:	493.03	*Vendor Total					
Axon Enterprise, Inc. 051680								
Tasers		1,120.00	01-440-4383	Firearm Training	SI-1602238	7/26/2019	08/19/2019	
	Total:	1,120.00	*Vendor Total					
B & F Construction 015600								
Plan Review- Elmhurst Dental Grp	_	995.50	01-441-4276	Inspection Services	51828	7/30/2019	08/19/2019	
	Total:	995.50	*Vendor Total					
BlackStar Holding, Inc. 467863								
Reimb FOB Tickets		177.00	15-430-4751	North Aurora Days Expenses	08052019	8/5/2019	08/19/2019	

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	177.00	*Vendor Total				
Brian Richter							
034700 CDL License- Richter		60.00	01-445-4799	Misc. Expenditures	08092019	8/9/2019	08/19/2019
	Total:	60.00	*Vendor Total				
Call One							
043480 25 E. State Street Lines		107.65	01 420 4652	Phonos and Connactivity	09152010 01	9/15/2010	08/19/2019
25 E. State Street Lines 25 E. State Street Lines			01-430-4652 01-441-4652	Phones and Connectivity Phones and Connectivity	08152019-01 08152019-02		08/19/2019
25 E. State Street Lines			01-445-4652	Phones and Connectivity	08152019-02		08/19/2019
25 E. State Street Lines			60-445-4652	Phones and Connectivity	08152019-04		08/19/2019
314 Butterfield Road Lines		84.75	01-445-4652	Phones and Connectivity	08152019-05	8/15/2019	08/19/2019
316 Butterfield Road Lines		46.48	60-445-4652	Phones and Connectivity	08152019-06	8/15/2019	08/19/2019
PRI Village Hall/ Police Dept		302.86	01-440-4652	Phones and Connectivity	08152019-07	8/14/2019	08/19/2019
PRI Village Hall/ Police Dept			01-430-4652	Phones and Connectivity	08152019-08		08/19/2019
200 S Lincolnway Lines	,	1,385.37	01-440-4652	Phones and Connectivity	08152019-09	8/14/2019	08/19/2019
	Total:	2,912.94	*Vendor Total				
Central States Fireworks, Inc.							
043860		0 000 00	15 420 4759	Fi	2725	9/5/2010	00/10/2010
NA Days Fireworks		8,000.00	15-430-4758	Fireworks	3725	8/5/2019	08/19/2019
	Total:	8,000.00	*Vendor Total				
City of Aurora							
027870 Boil Order Samples- July 2019		234.00	60-445-4562	Testing (water)	205146	8/5/2019	08/19/2019
	Total:	234.00	*Vendor Total				
Coffman Truck Sales, Inc. 000320							
Safety Test- Truck #147			01-445-4511	Vehicle Repair and Maint	1001320834		08/19/2019
Safety Test- Truck #165			01-445-4511	Vehicle Repair and Maint	1001320844		08/19/2019
Safety Test- Truck #185			01-445-4511	Vehicle Repair and Maint	1001320856		08/19/2019
Safety Test- Truck #192 Tube & Accumlator			01-445-4511 01-445-4511	Vehicle Repair and Maint Vehicle Repair and Maint	1001320923 1001323570		08/19/2019 08/19/2019
	Total:	149.67	*Vendor Total				
College of Dupage							
017690 Firearms Training		225.00	01-440-4383	Firearm Training	10373	7/30/2019	08/19/2019
-	Total:	225.00	*Vendor Total	-			
Commercial Tire Services, Inc.							
038680							

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Legal Services- 105 N Lincoln/ July 2019 Legal Services- 19 S Lincoln/ July 2019		01-441-4260 01-441-4260	Legal Legal	75386 75387	7/31/2019 7/31/2019	08/19/2019 08/19/2019
Total:	7,904.00	*Vendor Total				
Duffield Consulting Engineers Ltd.						
467743 TP Radon Testing	1,835.00	60-445-4560	Water Studies	461	7/31/2019	08/19/2019
Total:	1,835.00	*Vendor Total				
Dustcatchers & Logo Mat, Inc. 023610						
Towel & Rug Cleaning- PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	62970	7/2/2019	08/19/2019
Towel & Rug Cleaning- PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	63422	7/10/2019	08/19/2019
Towel & Rug Cleaning- PW Garage	32.55	01-445-4520	Public Buildings Rpr & Mtce	63853	7/24/2019	08/19/2019
Total:	98.41	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	· ·	71-000-1340	Gas/Diesel Escrow	3635392	7/22/2019	08/19/2019
NA Days Generator Fuel		15-430-4751	North Aurora Days Expenses	3638429	8/3/2019	08/19/2019
Diesel Fuel	· ·	71-000-1340	Gas/Diesel Escrow	3638565	8/5/2019	08/19/2019
Diesel Fuel NA Days Generator Fuel	· ·	71-000-1340 15-430-4751	Gas/Diesel Escrow North Aurora Days Expenses	3638566 3638735	8/5/2019 8/5/2019	08/19/2019 08/19/2019
Total:	7,331.87	*Vendor Total				
Fifth Third Bank						
028450						
Roof Marker Light For Truck/ Amazon	26.68	01-445-4511	Vehicle Repair and Maint	BR072019-0	01 6/28/2019	08/19/2019
Lubricant For Asphalt Slides & Truck Bed/ Am	45.82	01-445-4511	Vehicle Repair and Maint	BR072019-0	02 7/11/2019	08/19/2019
GIS Conference/ Uber	7.70	01-430-4370	Conferences & Travel	DA072019-0	017/7/2019	08/19/2019
GIS Conference/ Uber	51.34	01-430-4370	Conferences & Travel	DA072019-0	02 7/7/2019	08/19/2019
GIS Conference/ Claim Jumper	25.43	01-430-4370	Conferences & Travel	DA072019-0	03 7/7/2019	08/19/2019
GIS Conference/ American Airlines		01-430-4370	Conferences & Travel	DA072019-0		08/19/2019
GIS Conference/ Old Town Mexican Cafe		01-430-4370	Conferences & Travel	DA072019-0		08/19/2019
GIS Conference/ The Crack Shack		01-430-4370	Conferences & Travel	DA072019-0		08/19/2019
GIS Conference/ San Diego Convention Center GIS Conference/ Uber		01-430-4370	Conferences & Travel	DA072019-0		08/19/2019
GIS Conference/ Bird		01-430-4370 01-430-4370	Conferences & Travel Conferences & Travel	DA072019-0		08/19/2019 08/19/2019
GIS Conference/ Uber		01-430-4370	Conferences & Travel	DA072019-0		08/19/2019
GIS Conference/ Claim Jumper		01-430-4370	Conferences & Travel	DA072019-		08/19/2019
GIS Conference/ Claim Jumper		01-430-4370	Conferences & Travel	DA072019-		08/19/2019
GIS Conference/ Uber		01-430-4370	Conferences & Travel	DA072019-		08/19/2019
GIS Conference/ San Diego Convention Center		01-430-4370	Conferences & Travel	DA072019-		08/19/2019
GIS Conference/ Claim Jumper	18.60	01-430-4370	Conferences & Travel	DA072019-	157/11/2019	08/19/2019
GIS Conference/ Claim Jumper	20.75	01-430-4370	Conferences & Travel	DA072019-	167/12/2019	08/19/2019
GIS Conference/ American Airlines	30.00	01-430-4370	Conferences & Travel	DA072019-	177/12/2019	08/19/2019
GIS Conference/ Uber	59.41		Conferences & Travel	DA072019-		08/19/2019
GIS Conference/ Wyndham San Diego		01-430-4370	Conferences & Travel	DA072019-		08/19/2019
NA Days Tickets/ Wally Printing		15-430-4751	North Aurora Days Expenses	DA072019-2		08/19/2019
NA Days Booklet/ Wally Printing		15-430-4751	North Aurora Days Expenses	DA072019-2		08/19/2019
Ribbons For Steckly ID Printer/ Amazon		01-440-4411	Office Expenses	DA072019-2		08/19/2019
NA Day VIP Lighting/ Amazon	44.97	15-430-4751	North Aurora Days Expenses	DA072019-2	23 //24/2019	08/19/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Gatorade For PW/ Amazon	30.98	01-445-4799	Misc. Expenditures	DA072019-2	247/24/2019	08/19/2019
NA Days Drink Tickets/ Wally Printing	76.00	15-430-4751	North Aurora Days Expenses	DA072019-2	25 7/25/2019	08/19/2019
Refridgerator Filters/ Discount Filters	131.97	01-440-4799	Misc.	DF072019-0	1 6/26/2019	08/19/2019
Parking For Conference/ Parking-55 E Monroe		01-440-4370	Conferences & Travel	DF072019-0		08/19/2019
Conference Lodging/ Hilton Palmer House		01-440-4370	Conferences & Travel	DF072019-0		08/19/2019
Airfare To Seattle/ Southwest Airlines		01-445-4380	Training	JL072019-03		08/19/2019
PWX 2019/ APWA- Washington State Conv Cr Annual Membership- Bosco/ ICMA		01-445-4370 01-430-4390	Conferences & Travel Dues & Meetings	JL072019-02 SB072019-0		08/19/2019 08/19/2019
Annual Membership- Bosco/ ILCMA	*	01-430-4390	Dues & Meetings	SB072019-0		08/19/2019
NA Days Meeting- Dinner/ Mario's Pizza			Miscellaneous	SB072019-0		08/19/2019
NA Days Meeting- Dinner/ Mario's Pizza		15-430-4799	Miscellaneous	SB072019-0		08/19/2019
NA Days VIP Tent/ Ultimate Rental Service	535.00	15-430-4751	North Aurora Days Expenses	SB072019-0	5 7/23/2019	08/19/2019
NA Days Golf Carts/ Ultimate Rental Service	815.00	15-430-4751	North Aurora Days Expenses	SB072019-0	6 7/25/2019	08/19/2019
Job Recruitment/ LinkedIn	375.00	01-430-4506	Publishing/Advertising	WH072019-	0 7/14/2019	08/19/2019
I-Pass/ IL Tollway	20.00	01-445-4799	Misc. Expenditures	WH072019-	0: 7/22/2019	08/19/2019
Total:	7,742.33	*Vendor Total				
Fox Metro						
029650	4.60.00				0./5/4040	
New Service Inspections (8)	160.00	60-445-4480	New Meters,rprs. & Rplcmts.	08062019	8/6/2019	08/19/2019
Total:	160.00	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Parking Lot Lights & Replacements		01-445-4530	Public Grounds/Parks Maint	7895	7/19/2019	08/19/2019
Breaker Repair- PW Garage	195.00	01-445-4520	Public Buildings Rpr & Mtce	7911	7/26/2019	08/19/2019
Total:	2,469.00	*Vendor Total				
FulLife Safety Center						
041360						
Safety Wear- Roscoe, Murphey, Poss	434.05	01-445-4160	Uniform Allowance	49612	7/22/2019	08/19/2019
Safety Wear- Kennedy, Roscoe, Poss	357.75	01-445-4160	Uniform Allowance	50134	7/24/2019	08/19/2019
Total:	791.80	*Vendor Total				
Global Water Technology, Inc.						
467862 Monthly Chem Treatm- VH & PD	200.00	01-445-4520	Public Buildings Rpr & Mtce	37703	7/25/2019	08/19/2019
Total:	200.00	*Vendor Total				
CMCL						
GMIS International 467864						
Membership Fee- 7/1/19 thru 6/30/20	200.00	01-430-4390	Dues & Meetings	300005216	4/1/2019	08/19/2019
_			2 uos co moonings	30000210	., 1, 2019	00/19/2019
Total:	200.00	*Vendor Total				
Harmonic Heating & Air Conditioning 047680						
VH Filter Change	416.00	01-445-4520	Public Buildings Rpr & Mtce	35720	7/15/2019	08/19/2019
PD Filter Change	1,364.00	01-445-4520	Public Buildings Rpr & Mtce	35723	7/15/2019	08/19/2019
VH Service Clng, Cap Replacement	551.00	01-445-4520	Public Buildings Rpr & Mtce	35875	7/31/2019	08/19/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	2,331.00	*Vendor Total				
Harris Computer Systems						
041620 CityView Annual Maint- 9/1/19 to 8/31/20	16,549.89	01-430-4510	Equipment/IT Maint	MN0011930	8 6/26/2019	08/19/2019
Total:	16 5/10 80	*Vendor Total				
rotai.	10,549.89	venuor Total				
ILLCO Inc.						
040110 TP Repair Parts & Oil Filters	223.98	60-445-4567	Treatment Plant Repair/Maint	1357142	7/29/2019	08/19/2019
Total:	223.98	*Vendor Total				
Illinois Law Enforcement						
032680 Annual Membership Dues	120.00	01-440-4390	Dues & Meetings	DUES8626	7/1/2019	08/19/2019
Total:	120.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooper	rative					
467637						
Health Insurance- Aug 2019/ PD		01-440-4130	Health Insurance	08152019-01		08/19/2019
Health Insurance- Aug 2019/ Admin		01-430-4130	Health Insurance	08152019-02		08/19/2019
Health Insurance- Aug 2019/ CommDev Health Insurance- Aug 2019/ PW	The state of the s	01-441-4130 01-445-4130	Health Insurance Health Insurance	08152019-03 08152019-04		08/19/2019 08/19/2019
Health Insurance- Aug 2019/ Water	· ·	60-445-4130	Health Insurance	08152019-04		08/19/2019
Health Insurance- Aug 2019/ Retirees		01-000-2055	Payroll Deductions	08152019-06		08/19/2019
Health Insurance- Aug 2019/ Police Pension		01-000-2055	Payroll Deductions	08152019-07	8/15/2019	08/19/2019
Life Insurance- Aug 2019/ PD	95.44	01-440-4135	Life Insurance	08152019-08	8/15/2019	08/19/2019
Life Insurance- Aug 2019/ PW	31.10	01-445-4135	Life Insurance	08152019-09	8/15/2019	08/19/2019
Life Insurance- Aug 2019/ Admin		01-430-4135	Life Insurance	08152019-10		08/19/2019
Life Insurance- Aug 2019/ CommDev		01-441-4135	Life Insurance	08152019-11		08/19/2019
Life Insurance- Aug 2019/ Water Voluntary Life- Aug 2019		60-445-4135 01-000-2052	Life Insurance Voluntary Life Insurance	08152019-12 08152019-13		08/19/2019 08/19/2019
Total:	70,457.60	*Vendor Total				
Jessica Watkins						
467732 Reimb Food VIP Tent	89.23	15-430-4751	North Aurora Days Expenses	08122019	8/12/2019	08/19/2019
Total:	89.23	*Vendor Total				
Johnson & Buh, LLC						
467744 Local DUI Attorney Fees	3,575.00	01-440-4260	Legal	19NAU03-0	1 8/15/2019	08/19/2019
Total:	3,575.00	*Vendor Total				
Juquilita Tacos						
045460						
Reimb FOB Tickets	132.00	15-430-4751	North Aurora Days Expenses	08052019	8/5/2019	08/19/2019

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	132.00	*Vendor Total				
Kane County Division of							
036170 Traffic Light Maint- 2nd Qtr		405.00	01-445-4545	Traffic Signs & Signals	2019-000000	018/2/2019	08/19/2019
	Total:	405.00	*Vendor Total				
Kane County Ema Volunteer Fun	ıd						
016340 NA Days Traffic Direction	···	590.00	15-430-4751	North Aurora Days Expenses	0000190802	8/5/2019	08/19/2019
·	Total:	590.00	*Vendor Total	,			
Kane County Recorder 010600							
Recording Fee		260.00	01-441-4506	Publishing	07312019	7/31/2019	08/19/2019
	Total:	260.00	*Vendor Total				
Konica Minolta							
024860 Copier Maint- July 2019		47.05	01-440-4510	Equipment/IT Maint	260391324	8/31/2019	08/19/2019
Copier Maint- July 2019			01-440-4510	Equipment/IT Maint	260394468	8/31/2019	08/19/2019
	Total:	106.04	*Vendor Total				
M & M Food Concepts							
052150 Reimb FOB Tickets		232.00	15-430-4751	North Aurora Days Expenses	08052019	8/5/2019	08/19/2019
	Total:	232.00	*Vendor Total				
Menards							
016070							
Wood For Silo Wood For Shelves			01-445-4530 01-445-4520	Public Grounds/Parks Maint Public Buildings Rpr & Mtce	20331 20512	7/22/2019 7/24/2019	08/19/2019 08/19/2019
NA Days Misc Items			15-430-4751	North Aurora Days Expenses	20647	7/26/2019	08/19/2019
CO/NAT Gas Alarm			01-445-4520	Public Buildings Rpr & Mtce	20904-01	7/29/2019	08/19/2019
NA Days Misc Items		56.85	15-430-4751	North Aurora Days Expenses	20904-02	7/29/2019	08/19/2019
NA Days Material			15-430-4751	North Aurora Days Expenses	20967	7/30/2019	08/19/2019
V V Remair Cement	_	48.49	60-445-4568	Watermain Rprs. & Rplcmts.	20994	7/30/2019	08/19/2019
	Total:	612.46	*Vendor Total				
Metro West COG							
032210 Metro West Meeting- Berman		50.00	01-410-4390	Dues & Meetings	4005-01	7/29/2019	08/19/2019
Metro West Meeting- Bosco			01-430-4390	Dues & Meetings  Dues & Meetings	4005-01	7/29/2019	08/19/2019
	Total:	100.00	*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Micro Technology Services, Inc.							
041630 Maint Contract LYNX		2,500.00	01-440-4510	Equipment/IT Maint	00924275	8/2/2019	08/19/2019
	Total:	2,500.00	*Vendor Total				
Mid American Water							
013680							
4 Manhole Frame			18-445-4570	Sewers Rpr & Mtce	162943A	7/9/2019	08/19/2019
Manhole Frames/ Rings		682.00	18-445-4570	Sewers Rpr & Mtce	163661A	7/23/2019	08/19/2019
	Total:	847.00	*Vendor Total				
National Power Rodding Corp.							
025290		410.40	60 000 2215	W. L. (W.) B. (2)	00073010	0/7/2010	00/10/2010
Hydrant Meter Deposit Refund Hydrant Meter Deposit Refund			60-000-2215 60-000-2215	Hydrant Meter Deposits Hydrant Meter Deposits	08072019 08072019-01	8/7/2019 8/7/2019	08/19/2019 08/19/2019
Trydrain Weter Deposit Retaild		750.14	00 000 2213	Trydrant Weter Deposits	00072017 01	0///2019	00/17/2017
	Total:	1,160.62	*Vendor Total				
North Aurora Lions Club							
A67640 NA Days 2019 Beer Tent Distrib		11,829.11	15-430-4751	North Aurora Days Expenses	NAD02	8/15/2019	08/19/2019
	Total:	11,829.11	*Vendor Total				
North Aurora Mothers Club							
030980							
NA Days 2019 Beer Tent Distrib.		11,124.11	15-430-4751	North Aurora Days Expenses	2019NAD1	8/15/2019	08/19/2019
	Total:	11,124.11	*Vendor Total				
North Aurora NAPA, Inc.							
038730							
Plug Lamps Battery- Truck #173			01-445-4511 01-445-4511	Vehicle Repair and Maint Vehicle Repair and Maint	327888 328709	7/11/2019 7/22/2019	08/19/2019 08/19/2019
Micro Fiber Cloth			01-445-4511	Vehicle Repair and Maint	329018	7/25/2019	08/19/2019
Battery - Truck #186			01-445-4511	Vehicle Repair and Maint	329294	7/29/2019	08/19/2019
Latex Gloves (3)		45.66	01-445-4870	Equipment	329298	7/29/2019	08/19/2019
Battery Cable, Wire, Ring		24.98	01-445-4511	Vehicle Repair and Maint	329307	7/29/2019	08/19/2019
Glass Cleaner		9.48	01-445-4511	Vehicle Repair and Maint	329668	8/2/2019	08/19/2019
	Total:	823.04	*Vendor Total				
Oak Street Carwash							
05055							
NA Days- Oak Street Car Wash		1,750.00	15-430-4751	North Aurora Days Expenses	07312019	7/31/2019	08/19/2019
	Total:	1,750.00	*Vendor Total				
Oberweis Dairy							
000220 Poimb FOR Tiglests		120.00	15 420 4751	North Aurora Dava Evmanne	00072010	9/7/2010	09/10/2010
Reimb FOB Tickets		139.00	15-430-4751	North Aurora Days Expenses	08072019	8/7/2019	08/19/2019

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	139.00	*Vendor Total				
Oxie Valley Electric Supply, Inc. 048340							
Street Light Bulbs (75)		717.20	10-445-4661	Street Light Repair/Maint	11886	7/25/2019	08/19/2019
	Total:	717.20	*Vendor Total				
Paddock Publications, Inc.							
026910 Bid Ad- Well #8/9		94.30	60-445-4506	Publishing	22305-01	7/13/2019	08/19/2019
Bid Ad- Well #8/9 Bid Ad- DH North			01-445-4506	Publishing	22305-01	7/13/2019	08/19/2019
Bid Ad- Tree Replacement			01-445-4506	Publishing	23201	7/27/2019	08/19/2019
	Total:	262.20	*Vendor Total				
Physicians Immediate Care, Nor	th Chicago LLC	2					
049540 New Officer Physical- Maxwell		299.00	01-440-4799	Misc.	4115531	7/17/2019	08/19/2019
	Total:	299.00	*Vendor Total				
Preventative Maintenance System	ms, Inc.						
050200		205.00	01 445 4511	Wahiala Danain and Maint	125160	C/24/2010	00/10/2010
Turn Signal Repair- Truck #188 Truck Safety Inspections- Truck #	188		01-445-4511 01-445-4511	Vehicle Repair and Maint Vehicle Repair and Maint	125169 212440	6/24/2019 7/16/2019	08/19/2019 08/19/2019
Truck Safety Inspections- Truck #			01-445-4511	Vehicle Repair and Maint	212457	7/18/2019	08/19/2019
Truck Safety Inspections- Truck #			01-445-4511	Vehicle Repair and Maint	212492	7/23/2019	08/19/2019
	Total:	369.00	*Vendor Total				
Priority Products, Inc.							
041340 SS Bolts (200) & SS Nuts (200)		849.02	60-445-4568	Watermain Rprs. & Rplcmts.	940316	8/8/2019	08/19/2019
	Total:	849.02	*Vendor Total				
RS Concessions							
039280 Reimb FOB Tickets		171.00	15-430-4751	North Aurora Days Expenses	08052019	8/5/2019	08/19/2019
	Total:	171.00	*Vendor Total				
Rubino Engineering, Inc.							
039500 Materials Testing		867.00	21-450-4255	Engineering	5279	6/30/2019	08/19/2019
	Total:	867.00	*Vendor Total				
Sauber Mfg. Co. 032820							
Aerial & Power Inspection		255.00	01-445-4511	Vehicle Repair and Maint	PSI209541	7/31/2019	08/19/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	255.00	*Vendor Total				
Sebert Landscaping						
032840 SSA4	964.00	17-004-4533	Maintenance	187206-01	7/31/2019	08/19/2019
SSA8		17-004-4533	Maintenance	187206-01	7/31/2019	08/19/2019
SSA9		17-009-4533	Maintenance	187206-03	7/31/2019	08/19/2019
SSA11	23.88	17-011-4533	Maintenance	187206-04	7/31/2019	08/19/2019
Grass Cutting	3,116.00	01-445-4531	Grass Cutting	187206-05	7/31/2019	08/19/2019
Weeding, Turf Removal, Mulch- PD	2,944.00	01-445-4530	Public Grounds/Parks Maint	S494304	7/23/2019	08/19/2019
Total:	8,211.88	*Vendor Total				
Sign-A-Rama 029780						
Smoke Tree Plaza Temp Business Sign	693.40	01-441-4799	Misc. Expenditures	14185	8/2/2019	08/19/2019
Total:	693.40	*Vendor Total				
Sugar Grove Development 039730						
Squad Washes- July 2019	225.00	01-440-4511	Vehicle Repair and Maint	122	8/1/2019	08/19/2019
Total:	225.00	*Vendor Total				
Superior Asphalt Materials LLC						
031440 Pot Hole Repairs	176.40	01-445-4540	Streets & Alleys Rpr & Mtce	20190999	7/10/2019	08/19/2019
Total:	176.40	*Vendor Total				
Suzie's Fun Foods						
036430 Reimb FOB Tickets	439.00	15-430-4751	North Aurora Days Expenses	08052019	8/5/2019	08/19/2019
			Troitin Funora Bays Expenses	00032019	0/3/2019	00/19/2019
Total:	439.00	*Vendor Total				
Third Millennium Assoc., Inc. 033470						
Late Final Bills- July 2019	562.52	60-445-4507	Printing	23716	8/31/2019	08/19/2019
Total:	562.52	*Vendor Total				
Traffic Control & Protection						
021520 NA Days Traffic Signs	5,889.00	15-430-4751	North Aurora Days Expenses	31398	8/7/2019	08/19/2019
Total:	5,889.00	*Vendor Total				
Treasurer, State of Illinois						
009370 Rt 31/51/56 Traffic Lights	2,730.00	01-445-4545	Traffic Signs & Signals	9170	8/1/2019	08/19/2019

	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	2,730.00	*Vendor Total				
	9.45	60-445-4505	Postage	0000Y7479E	83 8/12/2019	08/19/2019
Total:	9.45	*Vendor Total				
			Treatment Plant Repair/Maint Fire Hydrant Repair/maint	0289647 0289751	7/30/2019 7/31/2019	08/19/2019 08/19/2019
Total:	637.05	*Vendor Total				
	804.00	60-445-4560	Water Studies	29831	8/2/2019	08/19/2019
Total:	804.00	*Vendor Total				
	200.00	01-430-4512	Website Maintenance	27768	8/3/2019	08/19/2019
Total:	200.00	*Vendor Total				
	85.00	01-440-4510	Equipment/IT Maint	097648017	8/1/2019	08/19/2019
Total:	85.00	*Vendor Total				
Total:	202,596.34					
	Total:  Total:  Total:	Total: 2,730.00  9.45  Total: 9.45  477.44 159.61  Total: 637.05  804.00  Total: 200.00  Total: 200.00  Total: 85.00	9.45 60-445-4505  Total: 9.45 *Vendor Total  477.44 60-445-4567 159.61 60-445-4563  Total: 637.05 *Vendor Total  804.00 60-445-4560  200.00 01-430-4512  200.00 *Vendor Total  85.00 01-440-4510  85.00 *Vendor Total	2,730.00 *Vendor Total	2,730.00 *Vendor Total	Total: 2,730.00 *Vendor Total  9.45 60-445-4505 Postage 0000Y7479E3 8/12/2019  477.44 60-445-4567 Treatment Plant Repair/Maint 159.61 60-445-4563 Fire Hydrant Repair/maint 0289647 7/30/2019  Total: 804.00 60-445-4560 Water Studies 29831 8/2/2019  Total: 804.00 *Vendor Total  200.00 01-430-4512 Website Maintenance 27768 8/3/2019  Total: 85.00 01-440-4510 Equipment/TT Maint 097648017 8/1/2019

# 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:

FINAL PLAT OF LINCOLN VALLEY ON THE FOX - PHASE 2

DATE:

AUGUST 19, 2019 REGULAR VILLAGE BOARD AGENDA

#### ITEM

Resolution approving the Final Plat of Lincoln Valley on the Fox – Phase 2 in the Village of North Aurora

#### DISCUISSION

On June 18, 2018, the President and Board of Trustees approved Ordinance #18-06-18-03 granting Map Amendments and a Special Use for a residential Planned Unit Development for Lincoln Valley on the Fox. Ordinance #18-06-18-03 allows for the development of Lincoln Valley on the Fox in phases. On August 20, 2018, the Village Board approved Resolution #18-08-20-02, approving the Final Plat of Lincoln Valley Subdivision and Resolution #18-08-20-03, approving Lincoln Valley Phase One Final Plat.

D.R. Horton is now requesting approval of the Final Plat of the Lincoln Valley on the Fox - Phase 2. The Village Engineer has reviewed and approved the Phase 2 – Final Plat in connection with the Final Plat of Lincoln Valley Subdivision. Phase 2 work will include the westernmost section of townhome development on Sussex Lane and the remaining southeastern portion of the development, consisting of single-family, duplex and townhomes.

#### Attachments:

- 1. Village Engineer Lincoln Valley Phase 2 Final Plat approval letter, dated August 9, 2019
- 2. Resolution approving the Final Plat of Lincoln Valley on the Fox Phase 2 in the Village of North Aurora



### REMPE-SHARPE

& Associates, Inc.

#### **Principals**

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

#### **CONSULTING ENGINEERS**

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

August 9, 2019

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

File: NA-547 Attn: Mike Toth

RE: Lincoln Valley Phase 2

#### Dear Mike:

The Rempe-Sharpe review of Lincoln Valley Phase 2 has now been addressed, as noted:

- Plat corrections completed by Cemcon and resubmitted (attached).
- Engineer's opinion of cost amended and resubmitted requiring public surety in the amount of \$3,433,566.30. (prior to recording plat).

We recommend consideration of approval of the Lincoln Valley Phase 2 plat with public surety as noted.

Sincerely,

Jim Bibby, P.E., S.E.

**Attachments** 

### CEMCON, Ltd. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: LINCOLN VALLEY SUBDIVISION - PHASE 2 IMPROVEMENTS

JOB NO.: 637.013

DATE: 5/8/2019 REVISED: 8/7/2019

	Final Engineering Dated 07/26/2019				REVISED	i:	8/7/2019
		APPROX.			UNI	r	
NC		QUANTITY	UNIT		PRICE		AMOUNT
V.	STORM SEWER IMPROVEMENTS						AMOUNT
1	Storm Sewer, 12" RCP, Ty, 1	4,177	. =				
2	Storm Sewer, 15" RCP, Ty. 1	799	L.F. L.F.	\$		-	175,434.00
3		308	L.F.	\$		-	35,955.00
4	Storm Sewer, 21" RCP, Ty. 1	192	L.F.	\$			14,784.00
5	Storm Sewer, 24" RCP, Ty 1	403	L.F.	\$		\$	9,600.00
6	Storm Sewer, 27" RCP, Ty. 1	137	L.F.	\$		\$	22,165.00
7	Storm Sewer, 30" RCP, Ty. 1	578	L.F.	\$		5	7,946.00
8	Storm Sewer, 36" RCP, Ty. 1	279		5		\$	34,680.00
9	Storm Sewer, 54" RCP, Ty. 1	407	L.F.	\$		\$	18,414.00
10		28	L.F.	\$		\$	32,560.00
11		13	EA,	\$	2,250.00	5	63,000.00
12		1	EA.	\$	2,250.00	\$	29,250.00
13		7	EA.	\$	2,250.00	\$	2,250.00
14		1	EA.	\$	3,000.00	\$	21,000.00
15	Storm Manhole, 6' Dia., Ty. A w/ Ty. 1 Fr. & O.L.		EA.	\$	3,000.00	\$	3,000.00
16	Storm Manhole, 6' Dia., Ty. A w/ Ty. 1 Fr. & C.L.	1	EA.	\$	4,000.00	\$	4,000.00
17	Catch Basin, 4' Dia., Ty A w/Ty. 1 Fr. & O.L.	1	EA.	\$	4,000.00	\$	4,000.00
18	Catch Basin, 4' Dia., Ty. 8 Gr.	2	EA.	\$	2,500.00	\$	5,000.00
	Catch Basin, 4' Dia., Ty. A w/ R-3281-A Fr. & Gr.	1	EA.	\$	2,500.00	\$	2,500.00
20	Catch Basin, 4' Dia., Ty. A w/ R-3281-AL Fr. & Gr.	7	EA.	\$	2,500.00	\$	17,500.00
21	Inlet, 2' Dia., Ty. A w/Ty. 8 Gr.	7	EA.	\$	2,500.00	5	17,500.00
22	Inlet, 2' Dia., Ty. 1 Fr. & O.L.	2	EA.	\$	900.00	\$	1,800.00
	Inlet, 2' Dia., Ty. A w/ R-3281-A Fr. & Gr.	15	EA.	\$	900.00	\$	13,500.00
24	Inlet, 2' Dia., Ty. A w/ R-3281-AL Fr. & Gr.	5 7	EA.	\$	1,100.00	\$	5,500.00
25	Flared End Section, 12" RCP w/ Grate w/ Rip Rap	1	EA. EA.	\$	1,100.00	\$	7,700.00
26	Snouts, Mechanical BMP	6		\$	1,250.00	\$	1,250.00
	Trench Backfill	1,027	EA.	\$	1,500.00	\$	9,000.00
		1,021	L.F.	\$	35.00	\$	35,945.00
1	Sub-Total Storm Sewer Improvements					\$	595,233.00
VI. į	PAVEMENT IMPROVEMENTS						
1 1	Fine Grading	15,372	S.Y.		4.50	•	
2 /	Agg. Base Course, Ty. B (CA-6) - 5" Under & 11" Behind Curb	2,234	S.Y.	\$		\$	23,058.00
3 /	Agg. Base Course, Ty. B (CA-6) - 12"	13,138	S.Y.	\$		\$	11,170.00
4 E	Bit. Concrete Binder Course - 2.5"	1,889	TON	\$		\$	118,242.00
	Bit. Concrete Surface Course - 2"	1,511				\$	132,230.00
6 E	3il. Material. Prime Coat @ .3 Gal/S.Y.	3,941	TON	\$	78.00		117,858.00
7 E	Bit. Material Tack Coat @ .1 Gal/S.Y.	1,314	Gal. Gal	\$	3.50		13,793.50
8 0	Comb. Conc. Curb & Gutter	8,495		\$		5	3,285.00
	Backfill Curb	8,495	L.F.	\$	15.00		127,425.00
	PCC Sidewalk, 5" Thick - 5' Width	42,689	L.F.	\$	1.75		14,866.25
		72,003	S.F.	\$	6.50 _3		277,478.50
S	iub-Total Pavement Improvements						839,406.25

# CEMCON, Ltd. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

JOB NO.: 637.013 Final Engineering Dated 07/26/2019				DATE: REVISED	):	5/8/2019 8/7/2019
NO. ITEM	APPROX.		UNIT			
VH. STREET LIGHTING, SIGNAGE, & STRIPING, IMPRO	QUANTITY	UNIT		PRICE	_	AMOUNT
175 Watt Metal Halide (Clear) Lumin. Std. 14' Mounting (Decorative) w/Wire runs 2 Signage and Striping Sub-Total Street Lighting, Signage, Stripping, & Mishmprovements	Height 17	EA. L.S.	\$	4,200.00 3,000.00	\$	71,400.00 3,000.00 <b>74,400.00</b>
SUMMARY					Ť	7-1,700.00
I. EROSION CONTROL IMPROVEMENTS					\$	
II. MASS EARTHWORK IMPROVEMENTS						57,370.00
II. SANITARY SEWER IMPROVEMENTS					\$	219,629.00
V. WATERMAIN IMPROVEMENTS					\$	578,697.00
. STORM SEWER IMPROVEMENTS					\$	496,570.00
				;	\$	595,233.00
I. PAVEMENT IMPROVEMENTS				,	\$	839,406.25
I. STREET LIGHTING, SIGNAGE, & STRIPING, IMPROVE	MENTS				5	74,400.00
TOTAL IMPROVEMENT					•	2,861,305.25
PUBLIC SURETY				·		_,001,000,20
PHASE 2 PUBLIC IMPROVEMENTS					•	2,861,305.25
20% CONTINGENCY (HELD 1 YEAR FOR MAINTENANCE)	E)			\$	•	572,261.05
TOTAL BOND PHASE 2 PUBLIC IMPROVEMENTS						-



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

Resolution No	 -	

# <u>APPROVING THE FINAL PLAT OF LINCOLN VALLEY ON THE FOX - PHASE 2</u> <u>IN THE VILLAGE OF NORTH AURORA</u>

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

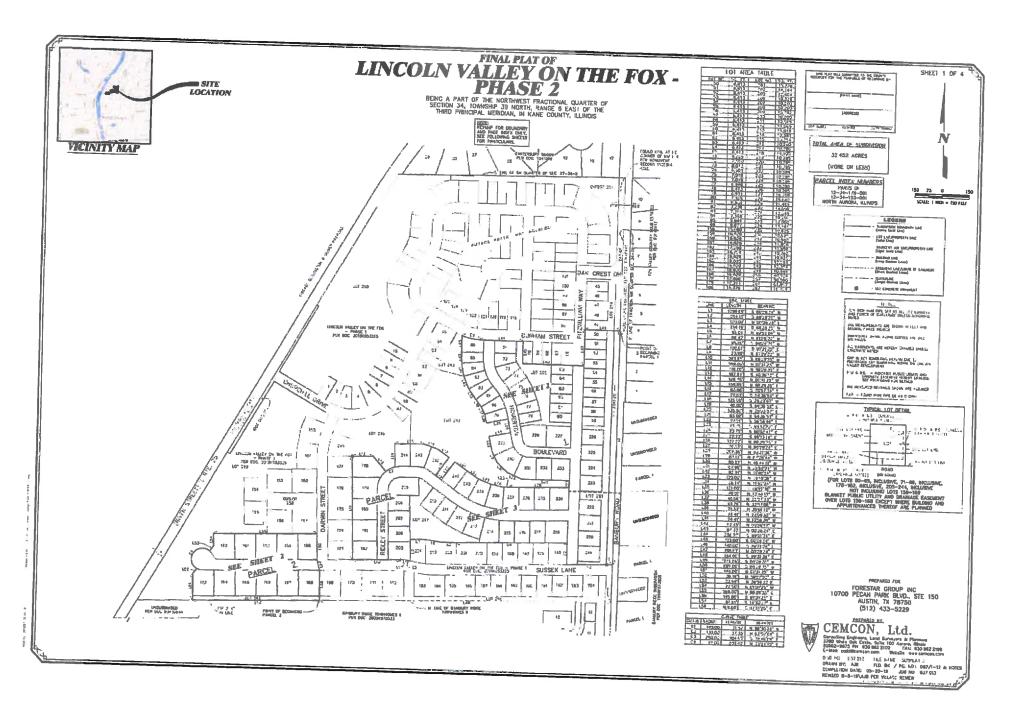
Published in Pamphlet Form					
by authori	ty of the Board	of Trustees of the			
Village of No	orth Aurora, Ka	ane County, Illinois,			
this _	day of	, 2019			
by					

Signed \_\_\_\_\_

RESOLUTION NO.
APPROVING THE FINAL PLAT OF LINCOLN VALLEY ON THE FOX - PHASE 2 IN THE VILLAGE OF NORTH AURORA
WHEREAS, D.R. Horton, Inc Midwest ("Developer") has applied to the Village of North Aurora for approval of the Final Plat of Lincoln Valley on the Fox - Phase 2;
WHEREAS, on June 18, 2018, the President and Board of Trustees approved Ordinance #18-06-18-03 granting Map Amendments and a Special Use for a residential Planned Unit Development for Lincoln Valley on the Fox; and,
WHEREAS, Ordinance #18-06-18-03 allows for the development of Lincoln Valley on the Fox in phases; and,
WHEREAS, the Developer is now requesting approval of the Final Plat of Lincoln Valley on the Fox - Phase 2.
NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of North Aurora, as follows:
1. The recitals set forth above are incorporated herein as material findings of the President and the Board of Trustees.
2. The subdivision of the property indicated on the Final Plat of Lincoln Valley on the Fox - Phase 2 attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved
3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.
Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois thisday of, 2019, A.D.
Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this day of, 2019, A.D.
Mark Carroll Laura Curtis
Mark Gaffino Mark Guethle
Michael Lowery Tao Martinez
Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this day of, 2019 A.D.

	Dale Berman, Village President
ATTEST:	
Village Clerk	

'Exhibit A' — Final Plat of Lincoln Valley on the Fox - Phase  ${\bf 2}$ 



THE E TO CERTITY THAT I, THERE A. BLACKED, ANY ELLIPSES PROTESSORIAL LAND SURVEYOR, HAVE SAMPLYED AND SURVEYOR FOR PLANNING DESCRIPTION OF CHARGE STATE OF THE PRODUCT OF PLANNING DESCRIPTION OF CHARGE STATE OF THE PRODUCT OF CHARGE STATE OF THE PRODUCT OF CHARGE STATE OF THE PRODUCT OF CHARGE STATE OF CHARGE STATE OF THE PRODUCT OF CHARGE STATE OF

THE LOW-WITTER THE COUNTY, ALMOST

THE LOW-WITTER THE PROPERTY OF THE COUNTY OF THE COUNTY OF THE PROPERTY OF

A JAMES STATE PAR HEAVER AND THE ALL MINISTERS IN PROCESSIATION OF SAME MARRIES AND THE ALL MINISTERS AND THE MARRIES AND THE TABLE AND THE ALL MICHAEL AND THE ALL MINISTERS AN

tricks speakly for hand and take high \_\_\_ Have by \_\_\_\_ nat, yeth

Transporter Berl 2 made 30' 100 at 10

#### GWNER'S CERTIFICATE

STATE OF SECRETARY SSANIT IN COME 1

BY, IS TO CHEEF THAT FOREIGN [USA] CAMP MC, IS THE LANGE OF THE CHEEK LAND MC CHEMINE STREAMED IN THE THREAMED STREAMED SCHEME AND MC CHEMINE THE LANCE ME STREAMED AND STREAMED FOR STREAMED FOR STREAMED AND THE STREAMED AND STREAMED STRE

DATED AT \_\_\_\_\_\_ REMOTE THIS \_\_\_\_ DAY OF \_\_\_\_\_\_ A.D., 2019

TITLE OWNER/PRESIDENT

FORESTAR (USA) GROUP INC 10700 PECAN PARK BLVD, SIE 15C AUSTIN, TEXAS 78750

#### NUTARY CERTIFICATE

STATE OF GEORGIA) SS

COUNTY AND THOSE IS HORSE THAT YE FIRST OF AND FOR THE YEAR OF THE YEA

ENGL CHOCK MA MAND WILLIAM STAT LINE - 504 32

NOTARY PUBLIC

NY CONNISSION ENPIRCH

#### SCHOOL DISTRICT STATEMENT

STATE OF GEORGIA ) BS COUNTY OF CORD 3

THIS IS ID CERTIFY THAT FORESTAIR (USA) GROUP INC IS THE OWNER OF THE PROPERTY BEING SUBGINEED AFORESHIP AND, TO THE DEST OF OWNER S KNOWLEGG AND SELEF, SAID DIRECTION LIES GRIVMELY WITHIN THE LIMITS OF NEST AURORA SCHOOL ORSTNEY 128

DATEU BHS \_\_\_ DAY DY \_\_\_\_\_\_ AD. 2019 Et: ATTEST. Mil. beneseeschist was

#### FLAH COMMERCIN APPROVAL

STATE OF ILLINOIS ) SS COUNTY OF KAHE 1

APPROVED BY THE PLANNING COVANSION OF THE MILLAGE OF NORTH AURONA

A D , 2018

(CHARPERSON)

#### VILLAGE BOARD APPROVAL

STATE OF HUNOIS ) SS COUNTY OF KAILE )

APPROVED BY THE VILLAGE OF HONTH AUHOWA BOARD AT THEIR MEETING

7HS\_\_\_\_\_ DAY OF \_\_\_\_\_\_ AD . 2019

BOARD OF TRUSTEES, VILLAGE OF HORTH AURORA, KLIPIOIS

(PRESIDENT)

[VILLAGE CLERK)

#### COUNTY CLERK CERTIFICATE

STATE OF ALIMONS ) COUNTY OF KAHE )

THIS IS TO CERTIFY THAT I FIND NO DILLINGUENT AND/OR FORFOWED TAXES, NO REDCEMBLE TAX SACS, AND NO UNRAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE DESCRIBED AND PLATTED HERCON

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AB, 2012

KARE COUNTY CLERK

#### KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS ) COUNTY OF KAKE 1

THE METRUMENT \_\_\_\_\_ WAS FILED FOR RECORD IN BME RECORDER'S OFFICE OF KAME COURTY, ALMONS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_ AD. 2819, AT \_\_\_\_ O'CLOCK \_\_\_\_\_ U

RECORDER OF CHEEDS

#### PUBLIC LITELLY EASEMENT PROVISIONS

PUBLIC LITERALY EASCHENT PROVISONS

A PRINCIPAL ROLL DESIGNED CASCINETY TO RECEIP SECTION CITY OF SECURITY OF OF SECU

#### SCREEN PLANTING BUFFER COVERANT

SCHEEL PLANING BEFFEY COMPANY

- SCHEEL PLANING BEFFEY

- SCHEEL

INDIA PANTUR, CONSTRUCTION OF REVIEWING WALLS, DESCRIBE OF FEMERS, SON MILES AND AND ANALYSIS OF THE SECRETARY OF THE SECRETA

#### INGRESS/EGRESS EASEMENT PROVISIONS

FOR LUIS 196-964 ACCULANT

AN INJURES/FLORESS EARSHAM' IN HANDET RESERVED AND LANKING DOPE
THE PAPEN THANTENETS OF SAID LOTS FOR USE BY THE RESORDERS, CONTROLLING
THE PAPEN THANTENETS OF SAID LOTS FOR USE BY THE RESORDERS, CONTROLLING
DEFECUTOR FERENSHISS, THERE ASSOCIES, RADRE WITH THE CONTROLLING
DEFECUTOR FERENSHISS, THERE ASSOCIES, RADRE WITH THE PAPEN PAPEN OF INJURESS AND
OFFICE OF THE PAPEN PAPEN PAPEN PAPEN OF THE PAPEN PAP

CEMCON, Ltd.
Consulting Engineers, Cord Satveyers
GEOLOGIC and Solveyers Consulling Engineers, cond Satvepore & Ponnera 2780 White Ook Circles, Sulfe 100 Autors, Mines 65002-8075 PM: 033-062-2100 FAI: 540.662-2189 E-Viet conditioning to the Webside Wife Engineers Com-

### **Memorandum**



To:

Dale Berman, Village President & Board of Trustees

Cc:

Steven Bosco, Village Administrator

From:

Brian Richter, Public Works Streets Superintendent

Date:

August 14, 2019

Re:

Award of Bid for 2019 Tree Replacement Program

This year the Village of North Aurora revised its specifications for the tree replacement program. The project specifications were amended to promote diversity among the parkway trees, identify inspection requirements, and clarify the planting procedures. There are 100 trees included in this year's tree planting program. The project was advertised on the website and in the newspaper on July 24, 2018. On August 14th, the Village received 2 bids for the annual tree replacement program.

Table 1. Bid Results

No.	Company	Bid	
1	Americana Landscape Group, Inc.	\$ 33,040.00	
2	Acres Group	\$ 33,950.00	

Tree replacement is budgeted at \$45,000 from the General Fund. The 2019 bid was very competitive with a difference of only \$910 between the two bidders. Americana Landscape Group, Inc., located in Elgin, Illinois provided the lowest bid in the amount of \$33,040.00. This is \$11,960.00 under budget. Americana Landscape Group, Inc. is the company that the Village used last year for the tree replacement program. We have contacted them several times since June 3, 2019, in regards to replacing dead trees under warranty and we still have not heard back from them. For this reason we feel that they have not provided the Village with responsive service. We are rejecting the low bid from Americana Group.

Staff is recommending Acres Group be awarded the contract. Acres Group has planted trees for the Village three times prior to last year. They have provided us with good service and responded to our request in a timely matter. Their bid was \$910 more than Americana Landscape Group but still \$11,050 under budget. At this time staff would like to recommend that Acres Group be awarded the contract for the amount of \$33,950.00.

## CONTRACT FOR PARKWAY TREE REPLACEMENT PROJECT

THIS AGREEMENT, made and concluded this 19th day of August, 2019, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as "Village") and The Acres Group (hereinafter referred to as "Contractor") for Parkway Tree Replacement.

WHEREAS, the Village advertised for bids for <u>Parkway Tree Replacement</u> services (hereinafter "(Services") and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" ("Bid Specifications"); and

WHEREAS, Contractor submitted a bid for the Services in the amount of <u>Thirty Three</u>

<u>Thousand Nine Hundred Fifty Dollars</u> (\$33,950) in response to the request for bids advertised by the Village, a copy of which bid is included Exhibit A.

WHEREAS, the Contractor's bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on <u>August 19, 2019</u>.

NOW THEREFORE, in consideration of <u>Thirty Three Thousand Nine Hundred Fifty</u>

Dollars (\$33,950) to be paid by the Village to the Contractor for work completed as described by the bid specifications for tree replacement, the parties hereto agree and covenant as follows:

- 1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
- 2. The Contractor shall fulfill all the Services in keeping with the bid specifications within the contract documents and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.
- 3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village

harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

- 4. If there is any conflict within the contract documents, the Bid Specifications shall control.
- 5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.
- 6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.
- 7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.
- 8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.
- 9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.
- 10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.
- 11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

# Village of North Aurora

By: Dale Berman, Village President

[The Acres Group]

By: [Name, Office]

R:\Secretary\Clients - Municipal\Village of North Aurora\Forms\2014-4-25 Form Contract for Service Bids.docx

#### INTEROFFICE MEMORANDUM

TO:

VILLAGE PRESIDENT BERMAN AND NORTH AURORA BOARD OF TRUSTEES

FROM:

DAVID C. FISHER, CHIEF OF POLICE

SUBJECT:

AUTHORIZATION TO PURCHASE TWO (2) POLICE SQAUD VEHICLES

DATE:

AUGUST 19, 2019

CC:

STEVEN BOSCO, VILLAGE ADMINISTRATOR

#### **Issue**

Staff is seeking the authorization to purchase two (2) Ford utility AWD police patrol vehicles.

#### Discussion

Two (2) 2014 Chevy Caprice squads are slated to be replaced due to age, mileage, wear and tear, etc. Staff is seeking approval to replace those two (2) vehicles with two (2) Ford utility AWD patrol vehicles. The total cost for the two (2) vehicles is \$75,556.00. The amount budgeted for the purchase of the vehicles is \$85,000.00. The purchase will be made through Morrow Bros. Ford, located in Greenfield, IL. Morrow Bros. won the state bid pricing for the Ford vehicles and is a state bid vendor who we have purchased vehicles from in the past. One vehicle will be placed into the patrol fleet, and the other will be used in the investigations/crime scene processing unit.

#### Conclusion

Staff recommends the authorization to purchase two (2) Ford utility AWD patrol vehicles in the amount of \$75,556.00 from Morrow Bros. Ford.

# Village of North Aurora 25 E. State St. North Aurora, IL 60542

# **Requisition Form**



	Date of Request: 7/30/2019	Name: S	GT DAN CYK	)
Requeste	d Approval Date: 7/30/2019	Department: P		
	Item Budgeted? Yes ✓ No □ uotes Obtained? Yes □ No □ N/A ✓	Requisition Number:		
	(If Appropriate) Vendor Name: MORROW BROS FORD	Vendor Contact: R	ICH WELLENCAM	IP
,	Vendor Address: 1242 MAIN ST	Vendor Phone: 2		
	GREENFIELD, IL 62044			
If Quotes W	/ere Not Obtained Please Provide Explanation Below			
	TATE BID PRICING			
Quantity	Description	Unit Cost	Total Cost	Account Number
1	2020 FORD EXPLORER - 67 REPLACEMENT	\$38,251.00	\$38,251.00	71.430.4869
1	2020 FORD EXPLORER - 77 REPLACEMENT	\$37,305.00	\$37,305.00	71.430.4869
Remarks/Co	omments	Total Requistion	\$75,556.00	
Depart	tment Approval:	Date:	7-30-19	
Fin	nance Approval:	Date:		
(	Other Approval:	Date:		

# WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044





# STATE OF ILLINOIS INTERCEPTOR UTILITY AWD GOVERNMENT PRICING

ORDERING AGENCY: NORTH AUROF	RA POLICE DEPARTMENT
CONTACT PERSON: Sgt. Dan Cyko	CELL: 331-452-9877
	SE ORDER # P2019-07-30-160
	T EACH: \$ 37,305.00
ADDRESS: 200 S. Lincolnway	
CITY: North Aurora ZIP CODE: 60542	TAX EXEMPT # E999 6-0710-06
PHONE: 630-897-8705 FAX: 630-897-8700	
TOTAL ORDER COST: \$ 37,305.00	
SIGNATURE	TITLE Sergeant
28	

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044

Phone # 1-217-368-3037 Fax # 1-217-368-3517

Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

\*PAYMENT DUE UPON DELIVERY\*

PATROL



#### **PURCHASE ORDER**

POLICE	DEPA	RTM	ENT
--------	------	-----	-----

200 South Lincolnway
North Aurora, Illinois 60542
7-30-160
Phone: (630) 897-8705 Fax: (630) 897-8700
www.northaurora.org

DAVID C. FISHER CHIEF OF POLICE

P.O. Number:	P2019-07-30-160
William 1997	20.5 0. 50 100
P.O. Date:	2019/07/30
Terms:	UPON DELIVERY

Company:	Morrow Brothers Ford	
Address:	1242 Main St	
City/State:	Greenfield, IL	
Zip/Postal Code:	62044	
Phone:	12173683037	
Fax:	2173683517	
Contact Name:	Richie Wellencamp	

# Company: North Aurora Police Department Address: 200 S. Lincolnway City/State: North Aurora, IL Zip/Postal Code: 60542 Phone: 630-897-8705 Fax: 630-897-8700 Contact Name: Sgt. Dan Cyko

SHIPPING	
Company:	North Aurora Police Department
Address:	200 S. Lincolnway
City/State:	North Aurora, IL
Zip/Postal Code:	60542
Phone:	630-897-8705
Fax:	630-897-8700
Contact Name:	Sgt. Dan Cyko

CHIDDING

	uthorized By:			
Authorized By:				

		Unit Price	Amount
2020 FORD POLICE INTERCEPTOR UTILITY (COLOR UM AGATE BLK)	1	\$33,770.00	\$33,770.00
Incl OPT (99B/44U,K8A,43D,51R,SID,66B,18D, 5/10000 WARR)	1	\$0.00	\$0.00
MP (Municipal Police Plates)	1	\$225.00	\$225.00
66A - Front Headlamp Lighting Solution	1	\$860.00	\$860.00
66C - Rear Lighting Solution	1	\$460.00	\$460.00
17T - Dome Lamp Cargo	1	\$60.00	\$60.00
21L - Front Warning Aux LED Lights DR/PB	1	\$550.00	\$550.00
60A - Pre-Wiring for grille LED lights, siren & speaker	1	\$50.00	\$50.00
87R - Rear View Camera in Rear View Mirror	1	\$0.00	\$0.00
68G - Rear inside door handles inoperable	1	\$75.00	\$75.00
59E - Cars Keyed Alike 1435x	1	\$60.00	\$60.00
549 - Heated Side View Mirrors	1	\$60.00	\$60.00
76R - Reverse Sensing	1	\$275.00	\$275.00
17A - Aux Air Conditioning	1	\$610.00	\$610.00
DELIVERY (Drive Car to destination ) Multiple	1	\$250.00	\$250.00
	MP (Municipal Police Plates)  66A - Front Headlamp Lighting Solution  66C - Rear Lighting Solution  17T - Dome Lamp Cargo  21L - Front Warning Aux LED Lights DR/PB  60A - Pre-Wiring for grille LED lights, siren & speaker  87R - Rear View Camera in Rear View Mirror  68G - Rear inside door handles inoperable  59E - Cars Keyed Alike 1435x  549 - Heated Side View Mirrors  76R - Reverse Sensing  17A - Aux Air Conditioning	MP (Municipal Police Plates)  66A - Front Headlamp Lighting Solution  1  66C - Rear Lighting Solution  1  17T - Dome Lamp Cargo  1  21L - Front Warning Aux LED Lights DR/PB  1  60A - Pre-Wiring for grille LED lights, siren & speaker  1  87R - Rear View Camera in Rear View Mirror  1  68G - Rear inside door handles inoperable  1  59E - Cars Keyed Alike 1435x  1  76R - Reverse Sensing  1  17A - Aux Air Conditioning  1	MP (Municipal Police Plates)       1       \$225.00         66A - Front Headlamp Lighting Solution       1       \$860.00         66C - Rear Lighting Solution       1       \$460.00         17T - Dome Lamp Cargo       1       \$60.00         21L - Front Warning Aux LED Lights DR/PB       1       \$550.00         60A - Pre-Wiring for grille LED lights, siren & speaker       1       \$50.00         87R - Rear View Camera in Rear View Mirror       1       \$0.00         68G - Rear inside door handles inoperable       1       \$75.00         59E - Cars Keyed Alike 1435x       1       \$60.00         549 - Heated Side View Mirrors       1       \$275.00         76R - Reverse Sensing       1       \$275.00         17A - Aux Air Conditioning       1       \$610.00

Notations: PATROL VEHICLE		
	TOTAL	\$37,305.00

#### WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044





# STATE OF ILLINOIS INTERCEPTOR UTILITY AWD GOVERNMENT PRICING

ORDERING AGENCY: NORTH AUROR	RA POLICE DEPARTMENT
CONTACT PERSON: Sgt. Dan Cyko	<sub>CELL:</sub> 331-452-9877
	SE ORDER # 12019-07-29-160
	T EACH: § 38,251.00
ADDRESS: 200 S. Lincolnway	
CITY: North Aurora ZIP CODE: 60542	TAX EXEMPT # E999 6-0710-06
PHONE: 630-897-8705 FAX: 630-897-8700	EMAIL: dcyko@northaurora.org
TOTAL ORDER COST: \$ 38,251.00	
SIGNATURE	TITLE Sergeant

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044 Phone # 1-217-368-3037 Fax # 1-217-368-3517

Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

\*PAYMENT DUE UPON DELIVERY\*

INVESTIGATIONS



Morrow Brothers Ford

1242 Main St

Greenfield, IL

12173683037

2173683517

Richie Wellencamp

200 S. Lincolnway

North Aurora, IL

630-897-8705 630-897-8700

Sgt. Dan Cyko

200 S. Lincolnway

North Aurora, IL

630-897-8705

630-897-8700

North Aurora Police Department

**VENDOR** Company:

Address:

Phone:

Fax:

City/State:

Contact Name:

**BILLING** Company:

Address:

City/State:

Contact Name:

**SHIPPING** Company:

Address:

Phone:

Fax:

City/State:

Zip/Postal Code: 60542

Phone:

Fax:

Zip/Postal Code: 60542

Zip/Postal Code: 62044

#### **PURCHASE ORDER**

P	0	L	C	E	D	E	P	A	R	T	N	IE	N	1	

P.O. Number:

12019-07-29-160

P.O. Date:

2019/07/30

Terms:

UPON DELIVERY

200 South Lincolnway North Aurora, Illinois 60542 Phone: (630) 897-8705 Fax: (630) 897-8700 www.northaurora.org

> DAVID C. FISHER CHIEF OF POLICE

Incl OPT (99B/44U,K8A,43D,51R,SID,66B,18D, 5/10000 WARR)       1       \$0         2       DDSS - DELETE Drives Spotlight       1       \$-100         3       65U - Interior Upgrade       1       \$390         4       66A - Front Headlamp Lighting Solution       1       \$860         5       66C- Rear Lighting Solution       1       \$460         6       17T - Red/White Dome Cargo Dome Light       1       \$50         7       21L - Front Warning Aux LED       1       \$550         8       60A - Pre-Wiring for Grill LED       1       \$50         9       64E - 18" Painted Aluminum Wheels       1       \$480         10       87R - Rear View Camera       1       \$0         11       59E - Cars Keyed Alike 1435x       1       \$60         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180         13       549 - Heated Sideview Mirrors       1       \$275         15       17A - Aux Air Conditioning       1       \$610	Item#	Description	Quantity	Unit Price	Amount
2       DDSS - DELETE Drives Spotlight       1       \$-100         3       65U - Interior Upgrade       1       \$390         4       66A - Front Headlamp Lighting Solution       1       \$860         5       66C- Rear Lighting Solution       1       \$460         6       17T - Red/White Dome Cargo Dome Light       1       \$60         7       21L - Front Warning Aux LED       1       \$550         8       60A - Pre-Wiring for Grill LED       1       \$50         9       64E - 18" Painted Aluminum Wheels       1       \$480         10       87R - Rear View Camera       1       \$60         11       59E - Cars Keyed Alike 1435x       1       \$60         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180         13       549 - Heated Sideview Mirrors       1       \$275         14       76R - Reverse Sensing       1       \$275         15       17A - Aux Air Conditioning       1       \$610	1	2020 FORD POLICE INTERCEPTOR UTILITY (COLOR JS ICONIC SILVER)	1	\$33,770.00	\$33,770.00
3       65U - Interior Upgrade       1       \$390.         4       66A - Front Headlamp Lighting Solution       1       \$860.         5       66C- Rear Lighting Solution       1       \$460.         6       17T - Red/White Dome Cargo Dome Light       1       \$60.         7       21L - Front Warning Aux LED       1       \$550.         8       60A - Pre-Wiring for Grill LED       1       \$50.         9       64E - 18" Painted Aluminum Wheels       1       \$480.         10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.         15       17A - Aux Air Conditioning       1       \$610.		Incl OPT (99B/44U,K8A,43D,51R,SID,66B,18D, 5/10000 WARR)	1	\$0.00	\$0.00
4       66A - Front Headlamp Lighting Solution       1       \$860.         5       66C- Rear Lighting Solution       1       \$460.         6       17T - Red/White Dome Cargo Dome Light       1       \$60.         7       21L - Front Warning Aux LED       1       \$550.         8       60A - Pre-Wiring for Grill LED       1       \$50.         9       64E - 18" Painted Aluminum Wheels       1       \$480.         10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.0         15       17A - Aux Air Conditioning       1       \$610.0	2	DDSS - DELETE Drives Spotlight	1	\$-100.00	\$-100.00
5       66C- Rear Lighting Solution       1       \$460.         6       17T - Red/White Dome Cargo Dome Light       1       \$60.         7       21L - Front Warning Aux LED       1       \$550.         8       60A - Pre-Wiring for Grill LED       1       \$50.         9       64E - 18" Painted Aluminum Wheels       1       \$480.         10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.0         15       17A - Aux Air Conditioning       1       \$610.0	3	65U - Interior Upgrade	1	\$390.00	\$390.00
6       17T - Red/White Dome Cargo Dome Light       1       \$60.         7       21L - Front Warning Aux LED       1       \$550.         8       60A - Pre-Wiring for Grill LED       1       \$50.         9       64E - 18" Painted Aluminum Wheels       1       \$480.         10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.         15       17A - Aux Air Conditioning       1       \$610.0	4	66A - Front Headlamp Lighting Solution	1	\$860.00	\$860.00
7       21L - Front Warning Aux LED       1       \$550.         8       60A - Pre-Wiring for Grill LED       1       \$50.         9       64E - 18" Painted Aluminum Wheels       1       \$480.         10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.0         15       17A - Aux Air Conditioning       1       \$610.0	5	66C- Rear Lighting Solution	1	\$460.00	\$460.00
8       60A - Pre-Wiring for Grill LED       1       \$50.         9       64E - 18" Painted Aluminum Wheels       1       \$480.         10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.         15       17A - Aux Air Conditioning       1       \$610.0	6	17T - Red/White Dome Cargo Dome Light	1	\$60.00	\$60.00
9       64E - 18" Painted Aluminum Wheels       1       \$480.         10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.         15       17A - Aux Air Conditioning       1       \$610.	7	21L - Front Warning Aux LED	1	\$550.00	\$550.00
10       87R - Rear View Camera       1       \$0.         11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.         15       17A - Aux Air Conditioning       1       \$610.6	8	60A - Pre-Wiring for Grill LED	1	\$50.00	\$50.00
11       59E - Cars Keyed Alike 1435x       1       \$60.         12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.         13       549 - Heated Sideview Mirrors       1       \$60.         14       76R - Reverse Sensing       1       \$275.         15       17A - Aux Air Conditioning       1       \$610.0	9	64E - 18" Painted Aluminum Wheels	1	\$480.00	\$480.00
12       WTECH - Weathertech Floor Liner Front/Rear       1       \$180.0         13       549 - Heated Sideview Mirrors       1       \$60.0         14       76R - Reverse Sensing       1       \$275.0         15       17A - Aux Air Conditioning       1       \$610.0	10	87R - Rear View Camera	1	\$0.00	\$0.00
13       549 - Heated Sideview Mirrors       1       \$60.0         14       76R - Reverse Sensing       1       \$275.0         15       17A - Aux Air Conditioning       1       \$610.0	11	59E - Cars Keyed Alike 1435x	1	\$60.00	\$60.00
14       76R - Reverse Sensing       1       \$275.0         15       17A - Aux Air Conditioning       1       \$610.0	12	WTECH - Weathertech Floor Liner Front/Rear	- 1	\$180.00	\$180.00
15 17A - Aux Air Conditioning 1 \$610.0	13	549 - Heated Sideview Mirrors	1	\$60.00	\$60.00
3010.	14	76R - Reverse Sensing	1	\$275.00	\$275.00
16 Delivery Multiple 1 \$250.0	15	17A - Aux Air Conditioning	1	\$610.00	\$610.00
	16	Delivery Multiple	1	\$250.00	\$250.00
17 Passenger Registration Plates 1 \$296.0	17	Passenger Registration Plates	1	\$296.00	\$296.00

Contact Name:	Sgt. Dan Cyko	
Authorized By		

North Aurora Police Department

<b>Notatio</b> nvestig	ons: nation Vehicle		TOTAL	\$38,251.00
17	Passenger Registration Plates	1	\$296.00	\$296.00
16	Delivery Multiple	1	\$250.00	\$250.00
			\$010.00	3010.00

#### INTEROFFICE MEMORANDUM

TO:

VILLAGE PRESIDENT BERMAN AND NORTH AURORA BOARD OF TRUSTEES

FROM:

DAVID C. FISHER, CHIEF OF POLICE

SUBJECT:

AUTHORIZATION TO PURCHASE EMERGENCY EQUIPMENT AND INSTALLATION

DATE:

AUGUST 19, 2019

CC:

STEVEN BOSCO, VILLAGE ADMINISTRATOR

#### **Issue**

Staff is seeking the authorization to purchase thirteen (13) Motorola Starcom radios to be installed in police vehicles.

#### **Discussion**

Many area police departments are currently using, or in the process of switching over their radio system, to Motorola Starcom radios. These radios will give departments the ability to communicate with one another, which cannot be done with the current squad mounted radios. Departments such as the Kane County Sheriff's office, Batavia, Geneva, St. Charles, and many others, all use different radio frequencies, which are not compatible with one another. By moving to Starcom radios, they will all be compatible with one another and departments will be able to communicate with each other. This would be very valuable in the case of an emergency where assistance would be needed. The radios are under state bid and the provider is Miner Electronics Corp. Miner is a specialized installer of police equipment and has been used by this department for the past several years. The total state bid cost of the radios and necessary equipment and options is \$77,894.83. When the radios were priced out earlier in the year to prepare for the current budget, the bid came in at \$71,204.00. The budgeted amount was \$72,000.00. The difference is that we need to add on a feature known as "encryption". In order to communicate with other departments, many of whom have this feature, our radios would need this. It enables communication but also keeps the public from hearing the radio traffic. The current portable radios that officers carry have this feature and it keeps the public from hearing communication from dispatch and to and from individual officers. This is done for safety reasons. Encryption added \$6,690.83. Though over the original budgeted amount, there is adequate funding for the purchase.

#### Conclusion

Staff recommends the authorization to purchase thirteen (13) Motorola Starcom radios under state bid purchasing from Miner Electronics Corp. in the amount of \$77,894.83. This includes all equipment, installation and warranties on the equipment and installation.

# Village of North Aurora 25 E. State St. North Aurora, IL 60542

# Requisition Form



I	Date of Request: 8/2/2019	Name: SGT DAN CYKO			
Requested	d Approval Date: ASAP	Department: P	OLICE		
Is This	Item Budgeted? Yes ✓ No	Requisition Number:			
Were Qu	uotes Obtained? Yes ✓ No N/A (If Appropriate)  Vendor Name: MOTOROLA - STARCOM 21 NETWORK				
	vertido Name. MOTOROLA - STARCOM 21 NETWORK	Vendor Contact: R	ANDY SWEIS	Line proprietal	
\	Vendor Address: 13108 COLLECTIONS CENTER DR	Vendor Phone: 21	19-924-1765		
	CHICAGO				
If Quotes W STATE COM	Vere Not Obtained Please Provide Explanation Below NTRACT STARCOM 21 PRICING				
Quantity	Description	Unit Cost	Total Cost	Account Number	
13	MOTOROLA APX8500 ALL BAND STARCOM RADIO	\$3,482.10	\$45,267.30		
13	RADIO OPTIONS	\$2,509.81	\$32,627.53		
Remarks/Co	omments	Total Requistion	\$77,894.83		
Depar	rtment Approval:	Date:	8-13-2019		
Fi	nance Approval:	Date:			
	Other Approval:	Date:			



## **PURCHASE ORDER**

POL	ICE	DEP	ART	MENT
-----	-----	-----	-----	------

200 South Lincolnway
North Aurora, Illinois 60542
Phone: (630) 897-8705 Fax: (630) 897-870
www.northaurora.org

DAVID C. FISHER CHIEF OF POLICE

P.O. Number:	QU0000484988	
P.O. Date:	08-02-2019	
Terms:	NET 30	

Company:	MOTOROLA -STARCOM 21 NETWORK
Address:	13108 COLLECTIONS CENTER DR
City/State:	CHICAGO
Zip/Postal Code:	46321
Phone:	219-924-1765
Fax:	708-474-7720
Contact Name:	RICK
BILLING	
Company:	NORTH AURORA POLICE DEPARTMENT
Address:	200 S LINCOLNWAY
City/State:	NORTH AURORA, IL
Zip/Postal Code:	60542
Phone:	630-897-8705
Fax:	630-897-8700
Contact Name:	SGT CYKO
SHIPPING	
Company:	SAME AS BILLING
Address:	
City/State:	
ip/Postal Code:	
hone:	
Fax:	
Contact Name:	

**Authorized By:** 

Item#	Description	Quantity	Unit Price	Amount
1	Motorola APX8500 ALL BAND STARCOM RADIO	13	\$3,482.10	\$45,267.30
2	Radio options (See Quote)	13	\$2,509.81	\$32,627.53
Notatio	ns:			

Notations: STATE BID		
	TOTAL	\$77,894.83



#### REMPE-SHARPE

& Associates, Inc.

Principals J. Bibby D. A. Watson

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

B. Aderman B. Bennett L. Vo

#### **CONSULTING ENGINEERS**

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

August 14, 2019

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

Attn: Mr. John Laskowski

Re: Well No. 8 & Well No. 9, Pumps & Motors

File: NA-583D

Dear Mr. Laskowski.

In accordance with the Request for Bids, the Village of North Aurora opened Bids for the Well No. 8 & Well No. 9 Pumps & Motors Project on Tuesday, August 13, 2019 at 2:00 p.m. The proposed work for the Well No. 8 and Well No. 9 Pumps & Motors consists of furnishing and installing one 1000 gpm and one 1200 gpm submersible well pump and motor, pitless adapters, discharge columns, electrical cables and related appurtenances, along with related work as set forth in the Contract Documents in the Village of North Aurora.

Seven (7) contractors purchased plans and four (4) contractors submitted bids as follows:

#### **COMPANY**

BID

Municipal Well & Pump \*

Base Bid: No Bid

Alternate: \$556,030.00

Great Lakes Water Resources Group

Base Bid: No Bid

Alternate: \$592,000.00

Layne Christensen Company

Base Bid: \$594,000.00

Alternate: No Bid

Suez Water Advanced Solutions

Base Bid: No Bid

Alternate: \$614,825.00

Engineer's Estimate

Base Bid: \$700,000.00

Alternate: \$680,000.00

<sup>\*</sup> Did not meet the Apprenticeship or Training Program Certifications

The Base Bid was written around a Bryon-Jackson submersible motor with a Flowserve pump. This is the pump and motor that the Water Superintendent prefers due to the motor's reliability and proven track record in the Fox Valley. Communities still have these motors operating after 30-40 years, with periodic maintenance. Unfortunately, this pump and motor has a single source vendor, Layne Christensen Company. Rather than have one bid, the Village decided to bid out an alternate pump and motor, an oil filled Sunstar motor. These motors do not have the track record of the Bryon-Jackson motor, but they are the only other oil filled submersible motor available for the potable application.

Only one bid was submitted for the base bid, by Layne-Christensen, in the amount of \$594,000.00, which was 15% lower than the Engineer's estimate of \$700,000.00. The low apparent bidder on the Alternate Bid, was Municipal Well & Pump. However, they do not meet the Apprenticeship or Training Program Certification. The next lowest bidder, Great Lakes Water Resources Group, was 14.8% lower than the engineer's estimate, and only \$2,000.00 lower than the base bid.

The Bid Documents, Section 10.8, page B-2-5(8) reads "The owner shall select which alternate, **if any**, will be awarded." The Village does not have to award any Alternate Bid. Also, the cost to pull and replace a motor without any repairs is +\$30,000.00, and the cost saving going with the Alternate Bid for two wells is \$2,000.00. Therefore, Rempe-Sharpe and Associates, Inc. recommends that the Village of North Aurora award the Well No. 8 & Well No. 9 Pumps & Motors Project **Base Bid** in the amount of \$594,000.00 to Layne Christensen Company.

The Engineer has worked with the Contractor, Layne Christensen Company of Aurora, Illinois, on a similar projects in the past for the Village of North Aurora and other municipalities. The Contractor had successfully completed the projects and the Engineer has found the Contractor's work to be in compliance with the Contract Documents.

Enclosed, please find three (3) copies of the Notice of Award for the Well No. 8 & Well No. 9 Pumps & Motors Project. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Layne Christensen Company, return one signed copy to Rempe-Sharpe and Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with the Layne Christensen Company after the Notice of Award is signed.

If there are any questions, please contact the undersigned.

REMPE-SHARPE AND ASSOCIATES, INC.

BY:

Daniel A. Watson, P.E.

D.10 m

**Attachments** 

CC: Paul Young Steve Bosco

Item #		Quantity		Suez Water Advanced Solutions Elburn, IL	Municipal Well & Pump Waupun, Wl	Great Lakes Water Resources Group Joliet, IL	Layne Christensen Company Aurora, IL	Engineer's Estimate
A	WELL PUMP AND MOTOR INSTALLATION @	WELL NO	. 8					
<b>A</b> 1	Furnish and Install Well Pump, Pitless Adapter, Electric Cables, Discharge Column, Airline, w/Byron/Jackson Motor and Appurtenances.	1	LS	NO BID	NO BID	NO BID	\$296,000.00	\$345,000.00
A2	Sunstar Motor Add/Deduct	1	LS	\$297,403.00	\$277,780.00	\$293,000.00	NO BID	\$335,000.00

В	WELL PUMP AND MOTOR INSTALLATION @	WELL NO	0.9					
В1	Furnish and Install Well Pump, Pitless Adapter, Electric Cables, Discharge Column, Airline, w/Byron/Jackson Motor and Appurtenances.	1	LS	NO BID	NO BID	NO BID	\$298,000.00	\$355,000.00
В3	Sunstar Motor Add/Deduct	1	LS	\$317,422.00	\$278,250.00	\$299,000.00	NO BID	\$345,000.00
	1	otal Ba	se Bid	NO BID	NO BID	NO BID	\$594,000.00	\$700,000.00
Total with Sunstar Motor			Motor	\$614,825.00	\$556,030.00	\$592,000.00	NO BID	\$680,000.00

Dated August 20, 2019

TO:	LAYNE CHRISTENSEN COMPANY	
ADDRESS:	721 WEST ILLINOIS AVENUE	
	AURORA, ILLINOIS 60506	
	(630) 897-6941	
PROJECT:	Well No. 8 & Well No. 9 Pumps & Motors	

CONTRACT FOR the Well No. 8 and Well No. 9 Pumps & Motors consists of furnishing and installing one 1000 gpm and one 1200 gpm submersible well pump and motor, pitless adapters, discharge columns, electrical cables and related appurtenances, along with related work as set forth in the Contract Documents in the Village of North Aurora.

You are notified that your Bid dated <u>August 13</u>, 2019 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the <u>Well No. 8 & Well No. 9 Pumps & Motors Project.</u>

The Contract Price of your contract is <u>Five Hundred Ninety Four Thousand Dollars and No Cents</u> (\$ 594,000.00).

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

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

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

<ol><li>(List other conditions pred</li></ol>	cedent).
NONE.	
-	
•	
Failure to comply with these our bid abandoned, to annul this N	conditions within the time specified will entitle OWNER to consider lotice of Award and to declare your bid security forfeited.
Within ten days after you co gned counterpart of the Agreemer	emply with these conditions, OWNER will return to you one fully not with the Contract Documents attached.
	VILLAGE OF NORTH AURORA
	By: PAUL YOUNG
	WATER SUPERINTENDENT (Title)
	N.

Copy to ENGINEER

### Village of North Aurora Memorandum



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

**From:** Bill Hannah, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** August 14, 2019

**RE:** Revisions to Human Resources Manual

Attached are proposed revisions to the Village's Human Resources Manual. These were discussed by the Government Operations Committee on August 5, 2019 and recommended for consideration by the Village Board. As a reminder, benefits and terms of employment for non-union employees (and union employees where appropriate) are covered in this manual.

- 1. Addition of section regarding "Reporting of Fraud, Theft and Unlawful or Unethical Activities." The State has recently implemented new grant accountability and transparency requirements (GATA) which requires the Village to annually disclose its policies in place regarding internal controls and other financial reporting, purchasing or other guidelines in place for grant funds. One area the Village would like to improve in its reporting of these policies for GATA is a policy not currently in place that includes guidelines for employees to report fraud, waste, abuse or other illegal or unethical activities and protects the same from reporting those activities (consistent with current whistleblower protection policies in place). Having this policy in place will not just improve the Village's GATA compliance but also provide employees with avenues to report inappropriate activities.
- 2. Increase in the amount of vacation time a non-union employee can elect to "buy-back" or "cash out" annually. Several years ago the Village established a policy providing the option for non-union employees to elect to buy back up to 40 hours of vacation time annually in December. This has proven to be an effective way of providing another benefit for non-union employees who do not have opportunities for additional payouts (such as overtime or on-call pay) and has also provided an option for employees who based on workloads or other reasons were not able to utilize their vacation time and reached their ongoing limit of how much time they can have at any given point in time. The policy change would increase the amount of the buy back from 40 hours to 60 hours.

Staff also presented to the Committee for consideration for increasing the number of sick leave hours non-union employees can accumulate from 480 hours to a maximum of 720 hours. Employee currently earn 8 hours of sick leave per month. Based on Committee discussion, staff has elected to bring further information to a future Committee meeting this fall regarding this item, and only present for Village Board approval the two items noted above.

Exhibit A

#### 2.7 Whistleblower Act

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

#### **NEW**

#### 2.8 Reporting of Fraud, Theft and Unlawful or Unethical Activities

Employees are encouraged to report suspected unlawful or unethical activities that they observe which are in violation of Village policies, rules or regulations, or are potential illegal activities including, but not limited to:

- 1. Fraud or theft of Village funds or property
- 2. Gross waste of funds or other Village assets
- 3. Deliberate mismanagement of contracts, grants and other agreements
- 4. Deliberate misstating or falsifying of Village financial and other records
- 5. Destruction of Village records without proper approval
- 6. Procurement and purchasing irregularities

An employee who seeks to report any suspected unlawful or unethical activity as described in this section is encouraged to report the activity to their immediate supervisor unless the activity involves their supervisor, then employees are encouraged to report the activity to either the Department Head or the Village Administrator, unless the allegation involves the Village Administrator, which then the employee is encouraged to report the activity to the Village President. Any allegation reported under this section shall be investigated by the Village Administrator, or the Village President, as appropriate.

Although employees are encouraged to report suspected violations in the manner as described above, employees may also choose to contact any of the following directly:

- 1. Village Administrator
- 2. Finance Director
- 3. Director of Public Works
- 4. Director of Community Development
- 5. Chief of Police
- 6. Current Village Auditor

To the extent possible and consistent with an effective investigation, every effort shall be made to keep the matter confidential until the investigation is completed, however, due to the nature of investigations, complete confidentiality cannot be guaranteed through the end of an investigation. Moreover, to the extent possible, the confidentiality of the reporting employee will be maintained. However, the individual's identity may have to be disclosed for the purposes of thoroughly

conducting an investigation, to comply with legal reporting requirements or law enforcement efforts and to provide accused individuals their legal rights of defense.

In the event any claims or allegations brought by an employee under this section are subsequently found to be unfounded, the Village will not retaliate, reprimand, discharge, demote, discriminate against, or otherwise retaliate against the employee making such reports as long as the employee has acted in good faith and had reasonable cause to believe that an unlawful or unethical activity existed or was occurring. Any allegations which prove to be unsubstantiated and are proven to have been made maliciously and knowingly false will be viewed as a serious disciplinary offense.

#### Village of North Aurora Human Resources Manual

01/01 - 03/31	18 Hours
04/01 - 06/30	12 Hours
07/01 - 09/30	6 Hours
10/01 - 12/31	0 Hours

Amended: October 15, 2018

#### 5.4 Vacation Leave

Vacation leave is provided on the basis that employees benefit by periodic intervals of rest and recreation and time away from their job with the Village and that an appropriate work-life balance contributes to the employee's overall well-being and ability to effectively carry out their job responsibilities. Accrual of such benefits derives from continued and ongoing service to the Village.

Employees accrue vacation leave based on their full-time anniversary date with the Village and the number of years of service based on the schedule below. Vacation leave will be earned to the employee on a per pay period basis on the 1<sup>st</sup> and 2<sup>nd</sup> pay dates of each month (or twenty-four (24) times per year, also the "Accrual Rate.")

	Annual	
Years of Service	Vacation Amount	Accrual Rate
Start Through Completion of 3 Years	2 Weeks (80 Hours)	3.333
Beginning Year 4 Through Completion of Year 5	2 1/2 Weeks (100 Hours)	4.166
Beginning Year 6 Through Completion of Year	3 Weeks (120 Hours)	5.000
10		
Beginning Year 11 Through Completion of Year	4 Weeks (160 Hours)	6.666
20		
Beginning Year 21 and After	5 Weeks (200 Hours)	8.333

The vacation accrual rate for Department Head positions will never be less than three (3) weeks per year but otherwise consistent with the above table.

#### Maximum Accrual and Exceptions

Vacation leave will be earned per the schedule above and leave will be deducted from the employee's total time when used. The maximum amount of vacation leave that an employee will be allowed to accumulate in their vacation bank will be equal to one (1) year's Annual Vacation Amount as set forth in the schedule above plus one (1) week ("Maximum Accrual"). Once an employee reaches the Maximum Accrual vacation leave will cease to accrue until an employee is no longer at the Maximum Accrual. Employees are responsible for monitoring the amount of vacation leave they have accumulated and providing sufficient notice and request to use such leave so that the Maximum Accrual is not exceeded.

The Village Administrator may approve a temporary accumulation of vacation leave greater than the Maximum Accrual, at his sole discretion based on the operational needs of the department

Village of North Aurora Human Resources Manual

and Village. Such additional accrual may not exceed one (1) additional week of vacation leave greater than the Maximum Accrual. Employees granted a temporary accumulation of vacation leave greater than the Maximum Accrual must use enough vacation leave within a twelve (12) month period after Village Administrator approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.

Amended: October 15, 2018

#### Vacation Leave Requests

The Village will make reasonable attempts to accommodate vacation leave requests, subject to the operational needs of each Department. Generally no more than two (2) weeks of vacation may be taken consecutively. Requests longer than two weeks require Department Head and Village Administrator approval.

Vacation leave will be paid at the employee's normal straight time hourly rate. Employees should typically attempt to request the use of vacation leave at least one (1) week in advance.

The Department Head and Village Administrator may authorize an advance of vacation leave of up to two (2) days in order to accommodate an employee's vacation leave that may result in an employee's vacation leave accrual being negative after the vacation usage. Employees must be in good standing with the Village to be eligible for consideration.

Accrued but unused vacation leave shall be paid out to the employee upon termination of employment.

#### Additional Vacation Leave Benefits

The Village Administrator is authorized to grant additional vacation benefits to prospective employees as a condition of employment, recognizing the need of the Village to attract highly qualified candidates as part of an overall wage/benefit proposal. Such benefits shall be made in writing at the time of initial employment, become part of the employee's file and communicated as such to the Village Board.

#### Payment in Lieu of Vacation Time

Eligible employees not represented by a collective bargaining agreement may elect to "cash out" a limited number of hours of vacation time on an annual basis. Annually in November the Finance Department will inform employees of the option and provide forms and deadlines for employees to consider the option for the year. Generally, the process will be conducted so that the payout of accrued time is processed by the first paycheck in December.

In order to be eligible an employee must have at least one (1) year of continuous full-time employment as of November 30<sup>th</sup>, not be in any introductory status and be in good standing with the Village. Employees may elect to cash out up to forty (40) sixty (60) hours of vacation time annually. Payment will be made at the employee's current hourly rate as of the last day of the prior two-week payroll period being paid on the 1<sup>st</sup> payday of December. Employees electing to eash out vacation time must ensure that they have at a minimum forty (40) hours of vacation

Village of North Aurora Human Resources Manual

time remaining after such election as of November 30th.

#### 5.5 Sick Leave

#### Accrual

Eligible employees shall accrue sick leave at the rate of eight (8) hours per month. The maximum amount of sick leave that can be accrued is four-hundred-eighty (480) hours or sixty (60) days for an eight-hour day.

(Note: Employees hired before June 22, 1998 will be allowed to retain any accumulated sick leave in excess of the maximums established in this policy. However, once those days are used, and the employee's sick leave balance falls below the current maximums authorized the employee will adhere to the new maximum accumulations)

Amended: October 15, 2018

The Illinois Municipal Retirement Fund (IMRF) currently offers additional service credit for accumulated sick days at the time an employee applies for their IMRF pension. The Village will allow employees to accrue additional sick time over and above 480 hours to be applied solely for additional service credit. The maximum additional amount that will be allowed will be based on IMRF's limits in place at the time. This additional sick leave will be tracked separately from the normal sick leave bank. When an employee uses sick leave, the sick leave will be deducted from the normal sixty (60) day sick leave bank. Sick leave credited to the IMRF service credit bank shall only occur when the normal sick leave bank has reached the maximum. All sick leave accrued by IMRF eligible employees shall be eligible for additional service credit as permitted by IMRF and state statutes from time-to-time.

No sick leave shall be credited to an employee who is on an unpaid leave of absence of thirty (30) days or longer.

#### Sick Leave Requests

Sick leave shall not be considered a benefit to be used at the employee's discretion for personal or other business. Sick leave shall be allowed only in the following situations:

- 1. Actual sickness, injury, disability or hospitalization of the employee
- Medical or dental appointments which cannot be reasonably scheduled outside of working hours
- 3. Absence required by illness or disability of the employee's immediate family, defined for the purposes of this section to be parent, spouse or child and all "half" and "step" relationships

Pursuant to the Illinois Employee Sick Leave Act ("ESLA"), employees may use up to one half their annual sick leave benefits provided under this Section for absences due to an illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent, for reasonable periods of time as may be necessary, on the same terms as the employee is able to use sick leave

#### 

**WHEREAS**, the Village of North Aurora adopted a revised Human Resources Manual on November 2, 2015 and was subsequently modified on December 19, 2016 March 6, 2017, December 18, 2017 and October 15, 2018; and

**WHEREAS**, the Village has determined that further revisions should be made to Chapter 2 Personnel Policies and Chapter 5 Employee Benefits and Eligibility and are in the Village's best interest to be made; and

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

- 1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
- 2. The Human Resources Manual Revisions summarized in the document attached hereto and incorporated herein as Exhibit "A" are hereby approved by the corporate authorities.
- 3. This Resolution shall take immediate full force and effect from and after its passage and approval.

this day of		age of North Aurora, Kar	ie County, Illinois
Passed by the Board of this day of		ge of North Aurora, Kan	e County, Illinois
Mark Guethle		Mark Carroll	
Mark Gaffino		Michael Lowery	
Tao Martinez		Laura Curtis	
11 0	•	ne Board of trustees of the	•
ATTEST:	$\overline{ m V}$	illage President Dale Ber	rman

Village Clerk

#### 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:

PROPERTY ACQUISTION -- 10 S. LINCOLNWAY

AGENDA:

8/19/2019 REGULAR VILLAGE BOARD MEETING

#### ITEM

Ordinance approving the acquisition of the property located at 10 S. Lincolnway and contract for acquisition of the property in the Village of North Aurora

#### DISCUSSION

The Village Board originally discussed acquisition of the subject property at their March 18, 2019 executive session. The Board was supportive of the property acquisition and directed staff to obtain an updated appraisal of the property in order to fairly negotiate with the property owner. The Board also directed staff to bring the item back to executive session once the appraisal was completed.

Staff later received an appraisal from the same group who originally provided the 2016 appraisal. Staff presented the appraisal information to the Board on April 15, 2019. The Board was in favor of moving forward with making an offer on the property, given certain price parameters.

After several rounds of negotiations the seller accepted an offer from the Village, which included the delivery of a property where the structures (building, utilities, and fence) are demolished. Staff brought this item back to the Village Board on June 3, 2019 to discuss the final purchase price. The Village Board was supportive of the purchase price and directed staff to bring a purchase contract back for approval.

During the contract phase there was a misunderstanding on the expectation of the degree of demolition that was to occur before closing on the property. The seller did not intend to remove the foundation below the building and was reluctant to include that aspect of the demolition in the contract. Staff then worked with the seller's broker to obtain estimates on the slab removal, which could be incorporated into the purchase price. An estimate was provided to the seller for the removal of the building foundation. In order to seek direction on this issue, staff brought this information back to the Village Board for an executive session discussion on August 5, 2019.

The Board directed staff to increase the purchase price to allow the seller to pay for the demolition of the foundation. The purchase price was adjusted accordingly to \$104,400, which is the price included in the attached contract.

#### Attachment

 Ordinance approving the acquisition of the property located at 10 S. Lincolnway and contract for acquisition of the property in the Village of North Aurora



## VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No.
ORDINANCE APPROVING THE ACQUISITION OF THE PROPERTY LOCATED AT 10 S. LINCOLNWAY AND CONTRACT FOR ACQUISITION OF THE PROPERTY IN THE VILLAGE OF NORTH AURORA

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

Village	thority of Nort	th Aurora, K	uphlet Form d of Trustees of t Kane County, Illin , 2019	he 10is,
Signed				•

ORDINANCE NO.

#### ORDINANCE APPROVING THE ACQUISITION OF THE PROPERTY LOCATED AT 10 S. LINCOLNWAY AND CONTRACT FOR ACQUISITION OF THE PROPERTY IN THE VILLAGE OF NORTH AURORA

WHEREAS, the property located at 10 S. Lincolnway, North Aurora, Illinois is being sold by the owner; and

WHEREAS, the property is located north of John Street on the west side of Lincolnway and has been in disrepair; and

WHEREAS, the seller has agreed to demolish the building (including the foundation) and fence; and

WHEREAS, the acquisition of the property to be maintained as open space or for other municipal purpose would be in the best interests of the Village.

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

- 1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
- 2. The Village Administrator is hereby authorized and directed to finalize a contract with the owner in substantially the same form and for the same price as is reflected in the form attached hereto as Exhibit "A" subject to the review and approval of the Village Attorney, with a closing date at the end of September and a due diligence period allowing the contract to be terminated by the Village if any condition is discovered or exception to title insurance exists that is not acceptable.
- 3. The Village Administrator and Village attorney are/or their designees hereby authorized and directed to take whatever action is necessary and appropriate to finalize the purchase of the property pursuant to the contract that is negotiated as authorized above.
- 4. This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

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

Passed by the Board of, 2	of Trustees of the Vill 2019, A.D.	lage of North Aurora, Kane County, Illinois this
Mark Carroll		Laura Curtis
Mark Gaffino		Mark Guethle
Michael Lowery		Tao Martinez
Approved and signed Kane County, Illinois this	by me as President of day of	f the Board of Trustees of the Village of North Aurora, 2019, A.D.
		Dale Berman, Village President
ATTEST:		
Lori Murray, Village Clerk		

'Exhibit A' – Contract to Purchase 10 S. Lincolnway

#### REAL ESTATE CONTRACT

#### 1. THE PARTIES:

Buyer(s) The Village of North Aurora

Address 25 East State Street North Aurora, IL 60542

Seller(s) James Klingel and Earl Hughes

Address 10 S. Lincolnway, North Aurora, IL 60542

Buyer and Seller are hereinafter collectively referred to as the "Parties".

2. THE REAL ESTATE: For the purposes of this Contract, Real Estate shall be defined to include the real property and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot dimensions of 100' x 136'; permanent index number of 15-04-254-020 commonly known as 10 S. Lincolnway North Aurora, IL and legally described as follows:

Lots 5 and 6 in Block 2 of Schneider's Addition to North Aurora, In the Village of North Aurora, Kane County, Illinois: (except that part described as follows: beginning at the northeast corner of said Lot 5, thence on an assumed bearing of South 12 degrees, 40 minutes, 28 seconds East along the East line of said Lots 5 and 6 a distance of 100.00 feet (record) 99.88 feet (measured) to the southeast comer of said Lot 6; thence south 77 degrees, 33 minutes, 19 seconds West along the South line of said Lot 6 a distance of 1.10 feet; thence North 13 degrees, 58 minutes. 35 seconds West 99.91 feet to the North line of said Lot 5; thence North 77 degrees, 33 minutes, 19 seconds along said North line 3.37 feet to the point of beginning, in the Village of North Aurora, Kane County, Illinois.

- 3. ; All of the Fixtures and Personal Property stated herein above are owned by Seller and to Seller's best knowledge are in operating condition on Date of Contract, unless otherwise stated herein.
- 4. PURCHASE PRICE of \$104,400 shall be paid, as adjusted by prorations, at the closing by wire transfer or certified or cashier's check or check from the title company or mortgage lender.
  - **6.(a) CLOSING** shall be on <u>September 20, 2019</u>, or by mutual agreement of the parties at Seller's title company or office of Seller's attorney in the county in which the property is located or as otherwise agreed. Possession shall be tendered at time of closing. THE CLOSING AND POSSESSION DATE IS LEGALLY SIGNIFICANT TO BUYER AND SELLER. THE PARTIES UNDERSTAND THAT WHEN THIS CONTRACT IS SIGNED BY BOTH BUYER

Agent's Name

AND SELLER THE CLOSING AND POSSESSION DATE MAY ONLY BE CHANGED BY MUTUAL AGREEMENT OF PARTIES.

- **6.(b) USE AND OCCUPANCY AGREEMENT:** Buyer shall take possession of the Real Estate after the closing pursuant.
- 7. **REAL ESTATE BROKER'S COMMISSION** shall be paid in accordance with Broker's agreement(s) with the Parties. The brokers in this transaction are as follows:

Listing Office	RE/MAX All Pro		
List Agent'	s Name Tracy Behrens		
Selling Office	NONE		

NONE

- 1. PLAT OF SURVEY: Prior to closing, Seller shall at its expense, furnish a Plat of Survey to Buyer, which is dated not more than six (6) months prior to the date of closing, by an Illinois registered land surveyor, showing all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line setbacks, fences and all buildings and other improvements on the Real Estate and distances thereof to all lot lines. In the event the Real Estate is a condominium, only a copy of the pages showing said Real Estate on the recorded survey attached to the Declaration of Condominium shall be required. If requested, Seller(s) shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey.
- 1. NOTICE: All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer
- or their attorney or agent and shall be given by; (a) certified or registered mail, return receipt requested, and sent to the Parties at the addresses recited herein, which notice shall be effective on the date of post mark in the U.S. Mail or (b) personally served on the Seller or Buyer, and a receipt obtained with the date and time of service, which notice shall be effective upon the date of receipt, or (c) transmission of notice between the parties and their attorneys via facsimile or email shall be sufficient, provided that the notice transmitted shall be sent on ordinary business days (Monday through Friday, excluding weekends and legal holidays), during ordinary business hours (9:00 a.m. to 5:00 p.m.) and the original of the document transmitted via facsimile or email shall be sent contemporaneously to the receiving party, postage prepaid first class mail or (d) personal service upon Seller or Buyer, in accordance with the Civil Practice Act of the State of Illinois. Notice to any one of a multiple person party shall be sufficient notice to all. THE FAILURE OF ANY PARTY TO PROVIDE THEIR ADDRESS HEREIN SHALL BE

#### DEEMED A WAIVER OF THE RIGHT TO RECEIVE NOTICE.

10. THE DEED. Seller shall convey or cause to be conveyed to Buyer, or to such other grantee as Buyer shall direct in writing, by a recordable general Warranty Deed conveying good, marketable and merchantable title to the Real Estate and subject only to the following permitted exceptions described herein, if any, (none of which shall impair the use of the Real Estate as a residence): (a) general Real Estate taxes accrued, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building set-back lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

11. TITLE. Prior to closing, Seller shall furnish or cause to be furnished to Buyer or Buyer's attorney, at Seller's expense, a Commitment for Title Insurance issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over Schedule B General Exceptions and extended coverage in the amount of the purchase price covering the date hereof, subject only to the following (a) permitted exceptions as set forth in Paragraph No. 10, (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing, if necessary), and (c) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have thirty (30) days from the date of delivery thereof to have said exceptions removed, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments and the closing date shall be delayed, if necessary, to allow time to have said exceptions waived. If Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for insurance as specified above as to such exceptions, within the specified time, Buyer may terminate the Contract between Parties, or may elect, upon notice to Seller within ten (10) days after the expiration of the 30 day period, to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. If Buyer does not elect to accept the Real Estate as provided above, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

12. AFFIDAVIT OF TITLE. Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, subject only to those permitted exceptions set forth in Paragraph No. 10, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in a manner specified in paragraph No. 11. In the event that this Contract calls for title to be conveyed by a Land Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by either the trustee or the beneficiaries of said Trust.

- 1. **PRORATIONS.** Items to be prorated, as applicable, include, without limitation: real estate taxes at 105% of the last tax bill, rents and deposits (if any) for tenants, utilities, homeowners or condominium association assessments, premiums for insurance policies or accrued interest on any mortgage assumed. All prorations shall be prorated as of the date of closing and shall be final unless otherwise agreed in writing between Seller and Buyer.
- **14. INTERNAL REVENUE CODE REQUIREMENTS:** Parties agree to furnish, execute and deliver all documentation and information to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code.
- 15. PERFORMANCE AND DEFAULT: Time is of the essence in this Contract. If Buyer fails to perform in accordance with this Contract, then at the option of Seller, and upon the written notice to Buyer, the earnest money shall be forfeited by Buyer as liquidated damages and this Contract shall thereupon terminate, or Seller may refuse to accept the earnest money as liquidated damages, and pursue any and all legal remedies that may be available in law and equity against Buyer. If Seller fails to perform in accordance with this Contract, then the earnest money shall be refunded to Buyer and Buyer may pursue any and all legal remedies against Seller that are available in law and equity. In addition, the non-prevailing Party shall pay all reasonable attorney fees and costs incurred by the prevailing Party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance or any other remedy, or in defending any proceeding to which Buyer or Seller is made a party as a result of any act or omission of the other Party.
- 16. DAMAGE OF REAL ESTATE PRIOR TO CLOSING: If prior to delivery of the deed hereunder, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. In no event shall Seller be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.
- 17. SELLER REPRESENTATIONS: Seller, or its beneficiaries, or agents, warrant that no notice has been received from any state or local governmental authority of any zoning, building, fire or health code violations, or of any pending rezoning, or of any special assessment proceedings affecting the Real Estate.
- 18. CONDITION OF REAL ESTATE AND INSPECTION. Seller agrees to demolish the building (including the foundation) and fence, to disconnect the water and sewer utilities at the mains, to remove the debris and any refuse and to leave the Real Estate in vacant condition with only the asphalt and associated concrete left in place. Seller shall also remove all refuse from the Real Estate before the date of possession.
- 19. REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974: The Buyer and Seller

will comply with the Real Estate Settlement Procedures Act of 1974, as amended, and will furnish all information required for compliance therewith.

- 20. ESCROW CLOSING: This sale shall be closed through an escrow with the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, the payment of the purchase price and delivery of deed and other documents required to be delivered by this Contract, shall be made through the escrow, provided that Buyer shall, in addition, deposit in the escrow, a Quit Claim Deed to Seller reconveying the subject Real Estate. The cost of the escrow shall be shared equally by the parties.
- 21. FLOOD PLAIN: Buyer shall obtain flood insurance if the Real Estate is located within a designated flood plain as determined by the Flood Plain Maps of the Department of Housing and Urban Development, and if said insurance is required by the Buyer's lender.
- **22. DATE OF THE CONTRACT AND SIGNATURES:** The date of the Contract shall be deemed to be the date of acceptance. Facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract.
- 23. REVIEW BY ATTORNEY: The parties have negotiated this contract with their attorneys. NO ATTORNEY REVIEW OR MODIFICATION SHALL TAKE PLACE AFTER THIS CONTRACT IS SIGNED, EXCEPT AS AGREED IN REGARD TO A CLOSING DATE OR OTHERWISE AGREED IN WRITING BY THE PARTIES. Attorneys for the respective Parties will be:

Seller's Attorney: David Howard

522 N Lake Street Aurora IL 60506 630-844-9546

Email: pazuzuhoward@yahoo.com

Buyer's Attorney: Kevin G. Drendel

**DRENDEL & JANSONS LAW GROUP** 

111 Flinn Street Batavia, IL 60510-6808 PH: (630) 406-5440 FAX: (630) 406-6179

Email: kgd@batavialaw.com

**24. Approval by Village Board**. This Contract is subject to approval by the North Aurora Village Board of Trustees. If the North Aurora Village Board of Trustees does not approve this Contract, the Contract shall be considered terminated upon notice of such rejection and/or disapproval of the Contract.

Date of Offer	8/13/19

Date of Acceptance _8/13/19	
Buyer: Village of North Aurora	
By its Administrator	
Sellers: James Klingel  TE9F9B42B83D495	8/14/2019
Earl Hughes Cul w 4	8/14/2019
R:\Secretary\Clients - Municipant Halle OPAGGA 76PA-19 Property Ac	quisition\10 S. Lincolnway\Contract To Purchase 10 S. Lincolnway Door 8/13/19

# VILLAGE OF NORTH AURORA MEMORANDUM

DATE: August 15, 2019

TO: Village President Berman and Board of Trustees

CC: John Laskowski, PW Director, Steve Bosco, Village Administrator

FROM: Paul Young, Water Operations Superintendent

SUBJECT: Well #4 Repair Expenditures

Over the past few months the Water Division has had issues with Well #4's Variable Frequency Drive (VFD). Recently we thought we had the problem corrected as the VFD stopped malfunctioning for three weeks after we replaced a part. Last week the issue returned so I had Energenecs, our company for servicing electronic well equipment, here to help staff diagnose the issue. We replaced a computer card they thought may be the cause but after trying to run the Well for a few days we experienced the problem again. During this time staff has been told that this VFD has a life span of 7-10 years and this VFD is over 13 years old.

With this well having issues that leaves the Village with only three (3) working wells so if we should have any other problems we could possibly only be able to pump 2.8 million gallons per day (MGD). With this hot, dry season we are experiencing increased demand as lawn watering continues to increase. Last week we pumped 2.7 MGD on Friday.

Staff is looking at our best options to get Well #4 back to full, reliable operation as soon as possible and one option would be full replacement of the VFD. This replacement could cost in the range of twenty-five thousand dollars (\$25,000.00).

At this time staff is requesting the Board to authorize the Village Administrator to purchase this new VFD should this be our best and quickest option.