



**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, DECEMBER 16, 2019 – 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**AGENDA**

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

**ROLL CALL**

**PUBLIC HEARINGS**

1. Hearing on Property Tax Levy Increase greater than 5% for the Oak Hill Special Service Area #7

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 12/02/2019; Committee of the Whole Minutes dated 12/02/2019
2. 2020 Meeting Schedules for the Village Board Meetings; Committee of the Whole Meetings; Plan Commission Meetings and Trustee Committee Meetings
3. Travel and Expenses for Business Purposes in the Amount of \$60.00
4. Bills List Dated 12/16/2019 in the Amount of \$544,850.42
5. Approval of Pay Request #1 Partial to LUC Group, LLC for the Sullivan Road Watermain Improvements Project in the Amount of \$46,232.10

**NEW BUSINESS**

1. Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year beginning June 1, 2019 and ending May 31, 2020
2. Resolution approving the WBK Engineering and Review Services Agreement

**OLD BUSINESS**

**VILLAGE PRESIDENT**

**COMMITTEE REPORTS**

**TRUSTEES' COMMENTS**

**ADMINISTRATOR'S REPORT**

**ATTORNEY'S REPORT**

**VILLAGE DEPARTMENT REPORTS**

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

**EXECUTIVE SESSION**

**ADJOURN**

Initials SB

**VILLAGE OF NORTH AURORA  
VILLAGE BOARD MEETING MINUTES  
DECEMBER 2, 2019**

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Public Works Director John Laskowski, Police Chief Dave Fisher, Village Attorney Kevin Drendel.

**PUBLIC HEARINGS**

**1. Truth in Taxation for 2019 Property Tax Levy**

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

**2. Hearing on Property Tax Levy Increase greater than 5% for the Timber Oaks Special Service Area #8**

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

**3. Hearing on Property Tax Levy Increase greater than 5% the North Towne Centre Special Service Area #32**

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

**AUDIENCE COMMENTS** - None

**TRUSTEE COMMENTS** - None

**CONSENT AGENDA**

**1. Village Board Minutes dated 11/18/2019; Committee of the Whole Minutes dated 11/18/2019**

**2. Travel and Expenses for Business Purposes in the Amount of \$35.00**

**3. Bills List Dated 12/02/2019 in the Amount of \$204,266.87**

**4. Executive Session Minutes dated 11/18/2019**

**5. Release of Executive Session Minutes**

**6. Approval of Pay Request #2, Partial for Well #8 & 9 Pumps and Motors to Layne Christensen Company in the Amount of \$36,000.00**

Motion for approval made by Trustee Gaffino 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).**

## **NEW BUSINESS**

### **1. Approval of the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax**

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

### **2. Approval of an Ordinance For The Levy And Assessment of Taxes in and for the Village of North Aurora, Kane County, Illinois for the Fiscal Year Beginning June 1, 2019 and Ending May 31, 2020**

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).**

### **3. Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2019 and ending May 31, 2020**

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

### **4. Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2019 and ending May 31, 2020**

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

### **5. Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2019 and ending May 31, 2020**

Motion for approval made by Trustee Curtis 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).**

### **6. Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2019 and ending May 31, 2020**

Motion for approval made by Trustee Carroll 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).**

### **7. Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2019 and ending May 31, 2020**

Motion for approval made by Trustee Curtis and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes,

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

**8. Approval of an Ordinance Partially Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on Debt Service on \$4,525,000 General Obligation Refunding Bonds, Series 2009**

Motion for approval made by Trustee Lowery 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).**

**9. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)**

Motion for approval made by Trustee Lowery 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).**

**10. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)**

Motion for approval made by Trustee Carroll 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).**

**11. Approval of an Agreement with Melrose Pyrotechnics for the July 3, 2020 Fireworks in the Amount of \$25,000.00**

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. Trustee Gaffino asked if staff discussed having Melrose Pyrotechnics do the fireworks for North Aurora Days as well. Bosco said that it was discussed in the past but that Melrose did not provide any price break for doing both shows. Bosco said he would call and ask if they would be able to do a deal if they did both Fourth of July and North Aurora Days. **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).**

**12. Approval of Ordinance for TIF Reimbursement for Property Located at 24 S. Lincolnway Being Moka Coffee in the Amount of \$200,000.00**

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

**Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (6-0).**

**13. Approval of Ordinance Granting a Special Use Pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to Allow an Adult-Use Cannabis Dispensing Organization at 161 S. Lincolnway**

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

**Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – no, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (5-1).**

#### **14. Approval of Ordinance Amending Chapter 9.38 of the North Aurora Municipal Code Regarding Cannabis and Paraphernalia Control**

Police Chief Dave Fisher said that due to the passage of the new cannabis law in Illinois which takes effect January 1, 2020, Attorney Drendel's office reviewed the North Aurora code provisions that deal with cannabis. The new law provides for the cultivation, manufacture, distribution, possession and use of cannabis within certain limits. The village's new ordinance will conform to state laws. It will also allow officers flexibility to write local or state tickets in any manner that is considered a misdemeanor. Motion for approval made by Trustee Carroll and seconded by Trustee Lowery. Trustee Gaffino asked about smoking in a residence somewhere without the owner's approval. Attorney Drendel said that the Smoke Free Illinois Act applies to smoking of cannabis so a person cannot smoke cannabis any place where you cannot smoke cigarettes. Gaffino asked about the Hooka Lounge or a cigar shop. Atty. Drendel said that a person would not be able to since you cannot smoke in a public place. Smoking of cannabis cannot be done anywhere but in one's home. Bosco said when talking about cannabis at a staff level, it is noted that it will adhere to things that are already in the state law because the state law may change. **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** - None

**COMMITTEE REPORTS** - None

**TRUSTEES' COMMENTS** - None

**ADMINISTRATOR'S REPORT** - None

**ATTORNEY'S REPORT** - None

#### **VILLAGE DEPARTMENT REPORTS**

1. **Finance** – may be coming back in two weeks with an additional SSA for Oak Hill
2. **Community Development** – None
3. **Police** - None
4. **Public Works** – Leaf collection concluded this afternoon. The village was able to service the east and west sides three times this year.

**EXECUTIVE SESSION** - None

#### **ADJOURNMENT**

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

**Motion approved.**

Respectfully Submitted,

Lori J. Murray  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
DECEMBER 2, 2019**

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**ROLL CALL**

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Public Works Director John Laskowski, Police Chief Dave Fisher, Village Attorney Kevin Drendel.

**AUDIENCE COMMENTS**

**Corinne Pierog, 467 S. Jefferson Street, Batavia, IL** – introduced herself as a candidate for Kane County Board chair. Pierog said that she is a democrat and has lived in Kane County for over 20 years. She has served on the St. Charles school board and is vice-chair/finance chair of the Northeastern Illinois Area Agency on Aging which is the largest provider of grant funding in the state of Illinois. Pierog said she is running to help our environment and our municipalities. Pierog wants proper steward funding so that our children and seniors can be well provided for and sustained for economic growth in Kane County.

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. 2020 Meeting Schedules for the Village Board Meetings; Committee of the Whole Meetings; Plan Commission Meetings and Trustee Committee Meetings**

There were no changes requested by the Board. Bosco said this will go on the next meeting's consent agenda for approval.

**ADJOURNMENT**

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

**Motion approved.**

Respectfully Submitted,

Lori J. Murray  
Village Clerk



# Memorandum

**To:** Village President and Village Board of Trustees  
**Cc:** Steve Bosco, Village Administrator  
**From:** Natalie Stevens, Executive Assistant  
**Date:** November 27, 2019  
**Re:** 2020 Annual Village Board, C.O.W., Plan Commission and  
Trustee Committees Meeting Schedules

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Attached for your review is the Annual Meeting Schedule for the North Aurora Village Board and Committee of the Whole (C.O.W.) meetings, the Plan Commission meetings, and the Trustee Committee meetings for the 2020 calendar year.

As noted on the Village Board meeting schedule, there is just one instance when a Village Board meeting falls on a Village observed holiday (Labor Day) where the Village Hall is closed. In this instance there will be no Village Board/C.O.W. meeting scheduled, resulting in just one meeting for September.

Also attached is the 2020 Annual Trustee Committee Meetings for the Services Committee, Operations Committee and the North Aurora Days Committee. As noted on the Trustee Committee meeting schedule, there is one instance where a meeting falls on a Village observed holiday, whereas the Operations Committee falls on September 7, Labor Day. In this instance there will be no committee meeting scheduled. A special committee meeting can always be called for those months, if needed.

The 2020 meeting schedules for all meetings must be approved by January 1, 2020 and posted at the Village Hall and on the Village's website.





# VILLAGE OF NORTH AURORA

**\*Holiday  
Village Hall Closed  
No Meetings**

## 2020 ANNUAL MEETING SCHEDULE

### Village Board / C.O.W. / Plan Commission Meetings

Village Board & Committee of the Whole Meetings 1 <sup>st</sup> & 3 <sup>rd</sup> Mondays of each month - 7:00 pm			Plan Commission Meetings 1 <sup>st</sup> Tuesday of each month - 7:00 p.m.	
	1st Monday	3rd Monday	(unless otherwise noted)	
January	6	20	January	7
February	3	17	February	4
March	2	16	March	3
April	6	20	April	7
May	4	18	May	5
June	1	15	June	2
July	6	20	July	7
August	3	17	August	4
September	7 (None - Labor Day)	21	September	1
October	5	19	October	6
November	2	16	November	3
December	7	21	December	1

**\*All Village Board and Committee of the Whole (C.O.W.) Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise. C.O.W. Meetings immediately follow the Village Board Meeting.**



# VILLAGE OF NORTH AURORA

\*Holidays  
Village Hall Closed  
No Meetings

## 2020 TRUSTEE COMMITTEE MEETINGS SCHEDULE

Committee	Meeting Days	Meeting Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>OPERATIONS COMMITTEE</b> Mark Guethle - Chairman; Dale Berman, Mark Carroll, Laura Curtis	1st Monday of each month	6:00 p.m.	6	3	2	6	4	1	6	3	7 None Labor Day Holiday	5	2	7
<b>NORTH AURORA DAYS</b> Mark Gaffino - Chairman	2nd Monday of each month	6:00 p.m.	13	10	9	13	11	8	13	10	14	12	9	14
<b>SERVICES COMMITTEE</b> Mark Gaffino - Chairman; Dale Berman, Mike Lowery, Tao Martinez	3rd Monday of each month	6:00 p.m.	20	17	16	20	18	15	20	17	21	19	16	21

All Committee Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise.

16-Dec-19

Village Board Meeting

## Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Dale Berman	Aurora Regional Chamber of Commerce Holiday Event	Expense	12/12/2019	\$ 30.00
Laura Curtis	Aurora Regional Chamber of Commerce Holiday Event	Expense	12/12/2019	\$ 30.00
TOTAL				\$ 60.00



## VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

<b>Training / Travel Information</b>			
Name: <u>Dale Berman &amp; Laura Curtis</u>	Event: <u>Aurora Regional Chamber of Commerce Holiday event</u>		
Position: <u>Village Mayor &amp; Village Trustee</u>	Purpose: <u>Business &amp; legislative (professional development)</u>		
Date From: <u>12-12-19</u>	Date To: <u>12-12-19</u>	Method of Travel:	
Destination: <u>Hollywood cove - Aurora, IL</u>		Zip Code: <u>60506</u>	
Department: <u>Legislative</u>	GL Account Number: <u>01-410-4390</u>		

<b>Expense Information</b> (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)				
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates for North Aurora and Kane County (1)
Transportation To/From Event				Breakfast: \$11.00 Lunch: \$12.00 Dinner: \$23.00  <b>**Per Diems Include Tips and Gratuities</b>  <b>**Localities outside this proximity may result in different per diem rates and can be found at gsa.gov</b>
Lodging				
Transportation During Event				
Registration	<u>60</u>	<u>60</u>		
Meal & Tips / Gratuities				
Miscellaneous				
Describe Miscellaneous:				
<b>TOTAL EXPENSES</b>	<u>60</u>	<u>60</u>		

<b>Signatures</b>			
By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.			
<b>Estimate Expense Approval</b>			
Employee	<u>Dale Berman &amp; Laura Curtis</u>	Date	<u>12-02-19</u>
Immediate Supv:	_____	Date	_____
Executive Asst.:	<u>[Signature]</u>	Date	<u>12-02-19</u>
<b>Actual Expense Approval</b>			
Employee	<u>Dale Berman &amp; Laura Curtis</u>	Date	<u>12-12-19</u>
Dept. Head:	_____	Date	_____
Executive Asst.:	<u>[Signature]</u>	Date	<u>12-12-19</u>

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

Village Board Roll Call Vote Approval, if necessary: ☐ YEA ☐ NAY Date \_\_\_\_\_

**Natalie F. Stevens**

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**From:** info@aurorachamber.com  
**Sent:** Monday, December 09, 2019 2:13 PM  
**To:** Natalie F. Stevens  
**Subject:** Confirmation: 2019 Holiday Celebration

## Registration Information

### 2019 Holiday Celebration

**Date:** December 12, 2019 5:00 PM - 8:00 PM CST

**Location:** Fairbanks Junior – Hollywood Casino

1 W New York St, Aurora, IL 60506

**Date/Time Details:** Thursday, December 12, 2019, from 5 to 8 p.m.

You've successfully completed registration for 2019 Holiday Celebration via Aurora Regional Chamber of Commerce Website.

[Click Here for More Information](#)

Summary			
Item	Description	Quantity	Total Amt
HOLIDAY PAR/INCOME	Dale Berman	1	\$30.00
HOLIDAY PAR/INCOME	Laura Curtis	1	\$30.00
Total:			\$60.00 PAID

[Edit Registration / Edit Attendee\(s\)](#)

[Options to Resend Confirmation Email\(s\)](#)

[Add to Calendar](#)

### 2019 Holiday Celebration

**Date:** December 12, 2019 5:00 PM - 8:00 PM CST

**Location:** Fairbanks Junior – Hollywood Casino

1 W New York St, Aurora, IL 60506

**Date/Time Details:** Thursday, December 12, 2019, from 5 to 8 p.m.

**Item:** HOLIDAY PAR/INCOME



**Attendee Name:** Dale Berman

**Registration Confirmation**

**Confirmation Number:** e.20.26120.68586

## **2019 Holiday Celebration**

**Date:** December 12, 2019 5:00 PM - 8:00 PM CST

**Location:** Fairbanks Junior – Hollywood Casino  
1 W New York St, Aurora, IL 60506

**Date/Time Details:** Thursday, December 12, 2019, from 5 to 8  
p.m.

**Item:** HOLIDAY PAR/INCOME



**Attendee Name:** Laura Curtis

**Registration Confirmation**

**Confirmation Number:** e.20.26120.68586

# Accounts Payable

## To Be Paid Proof List

User: bhannah  
 Printed: 12/11/2019 - 7:58AM  
 Batch: 00502.12.2019



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>1st Ayd Corporation</b>						
039020						
Misc Supplies	425.62	01-440-4411	Office Expenses	PSI321949	11/21/2019	12/16/2019
Total:	425.62	<b>*Vendor Total</b>				
<b>Accela, Inc. #774375</b>						
034670						
Web Payments-Nov 19	849.00	60-445-4510	Equipment/IT Maint	INV-ACC495	11/30/2019	12/16/2019
Total:	849.00	<b>*Vendor Total</b>				
<b>Acres Enterprises, Inc.</b>						
048740						
Tree Replacement (100)	33,595.00	01-445-4532	Tree Service	AEI_0358211	11/27/2019	12/16/2019
Total:	33,595.00	<b>*Vendor Total</b>				
<b>Adalberto &amp; Lisa Junco</b>						
467894						
Water Credit Refund	23.10	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	1.75	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	24.85	<b>*Vendor Total</b>				
<b>Anderson Pest Solutions</b>						
019770						
Pest Control- VH	127.03	01-445-4520	Public Buildings Rpr & Mtce	5428547	12/1/2019	12/16/2019
Pest Control- PD	91.00	01-445-4520	Public Buildings Rpr & Mtce	5429579	12/1/2019	12/16/2019
Pest Control- TP	85.00	60-445-4567	Treatment Plant Repair/Maint	5429927	12/1/2019	12/16/2019
Pest Control- Well #5	40.00	60-445-4565	Water Well Rpr & Mtce	5431786	12/1/2019	12/16/2019
Total:	343.03	<b>*Vendor Total</b>				
<b>Aurora Area Convention</b>						
003770						
Akshar Hotel Tax/October 19	3,210.76	15-430-4752	90% Tourism Council	12062019	12/6/2019	12/16/2019
Total:	3,210.76	<b>*Vendor Total</b>				
<b>B &amp; F Construction</b>						
015600						
October Inspections	4,341.60	01-441-4276	Inspection Services	12011	11/11/2019	12/16/2019
Plan Review - 345 Sullivan	895.50	01-441-4276	Inspection Services	52720	12/3/2019	12/16/2019
Plan Review - 251 Airport	1,423.10	01-441-4276	Inspection Services	52724	12/3/2019	12/16/2019



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	6,660.20	<b>*Vendor Total</b>				
<b>C &amp; R Specialists</b>						
008640						
Check Engine Light Repair- Truck #190	389.72	60-445-4511	Vehicle Repair and Maint	11202019	11/20/2019	12/16/2019
Total:	389.72	<b>*Vendor Total</b>				
<b>Camic Johnson, LTD.</b>						
03989						
Local Adjudication Hearings	350.00	01-440-4260	Legal	111	11/21/2019	12/16/2019
Total:	350.00	<b>*Vendor Total</b>				
<b>Carus Corporation</b>						
033300						
WTP HMO Chemicals	868.75	60-445-4437	Chlorine	SLS10079764	11/14/2019	12/16/2019
ETP HMO Chemicals	868.75	60-445-4437	Chlorine	SLS10079769	11/14/2019	12/16/2019
WTP HMO Chemicals	609.36	60-445-4437	Chlorine	SLS10080081	12/2/2019	12/16/2019
ETP HMO Chemicals	694.52	60-445-4437	Chlorine	SLS10080086	12/2/2019	12/16/2019
Total:	3,041.38	<b>*Vendor Total</b>				
<b>Comcast Cable</b>						
040740						
Internet Service- VH	181.46	01-445-4652	Phones and Connectivity	87712006100	11/20/2019	12/16/2019
Internet Service- PD	222.80	01-440-4652	Phones and Connectivity	87712061016	11/20/2019	12/16/2019
Total:	404.26	<b>*Vendor Total</b>				
<b>Constellation NewEnergy, Inc.</b>						
034130						
Street Lights/ 211 River Road	2,583.93	10-445-4660	Street Lighting and Poles	16183481501	11/19/2019	12/16/2019
Total:	2,583.93	<b>*Vendor Total</b>				
<b>DACRA Adjudication Systems</b>						
467842						
Local Adjudication Fee	1,500.00	01-440-4510	Equipment/IT Maint	2019-085	11/30/2019	12/16/2019
Total:	1,500.00	<b>*Vendor Total</b>				
<b>Debbie Groom</b>						
467897						
Water Credit Refund	16.00	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	0.15	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	16.15	<b>*Vendor Total</b>				
<b>Display Sales</b>						
017010						
Banner	518.00	01-490-4761	Beautification Committee	INV-021691	11/18/2019	12/16/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	518.00	<b>*Vendor Total</b>				
<b>Donald Ladowski</b>						
467899						
Water Credit Refund	27.10	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	0.90	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
<hr/>						
Total:	28.00	<b>*Vendor Total</b>				
<b>Drendel &amp; Jansons Law Group</b>						
028580						
145 S Lincolnway	50.00	01-441-4260	Legal	77982	11/30/2019	12/16/2019
19 S Lincolnway	50.00	01-441-4260	Legal	77983	11/30/2019	12/16/2019
Legal Services/General,Admin,Finance	2,380.00	01-430-4260	Legal	77985	11/30/2019	12/16/2019
Well 3 Agenda Item	52.50	01-445-4260	Legal	77988	11/30/2019	12/16/2019
Well 3 Abandonment	51.00	60-445-4260	Legal	77990	11/30/2019	12/16/2019
Mooselake Unit III	1,600.50	90-000-E016	Mooselakes	77997	11/30/2019	12/16/2019
Legal Correspondence - CD	1,566.25	01-441-4260	Legal	77998	11/30/2019	12/16/2019
<hr/>						
Total:	5,750.25	<b>*Vendor Total</b>				
<b>Dustcatchers &amp; Logo Mat, Inc.</b>						
023610						
Rug & Towel Cleaning- PW Garage	32.55	01-445-4520	Public Buildings Rpr & Mtce	67184	11/5/2019	12/16/2019
Rug & Towel Cleaning- PW Garage	32.55	01-445-4520	Public Buildings Rpr & Mtce	67703	11/19/2019	12/16/2019
<hr/>						
Total:	65.10	<b>*Vendor Total</b>				
<b>Ernest or Erica Johnson</b>						
467903						
Water Credit Refund	16.26	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
<hr/>						
Total:	16.26	<b>*Vendor Total</b>				
<b>Feece Oil</b>						
031060						
Diesel Fuel	1,373.50	71-000-1340	Gas/Diesel Escrow	3667737	11/27/2019	12/16/2019
Mid-Grade Fuel	2,594.17	71-000-1340	Gas/Diesel Escrow	3668045	11/29/2019	12/16/2019
<hr/>						
Total:	3,967.67	<b>*Vendor Total</b>				
<b>Fox Metro</b>						
029650						
New Water Inspections (6)	120.00	60-445-4480	New Meters,rprs. & Rplcmnts.	11272019	11/27/2019	12/16/2019
<hr/>						
Total:	120.00	<b>*Vendor Total</b>				
<b>Frost Electric Company, Inc.</b>						
021540						
Light Outlet Repair- Riverfront Park	455.00	01-445-4530	Public Grounds/Parks Maint	8049	11/21/2019	12/16/2019
Pole Replace Orchard Gateway	13,345.00	10-445-4661	Street Light Repair/Maint	8065	12/6/2019	12/16/2019
<hr/>						
Total:	13,800.00	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Geneva Construction Co.</b>						
000530						
Hydrant Meter Depost Refund	623.02	60-000-2215	Hydrant Meter Deposits	12022019	12/2/2019	12/16/2019
Total:	623.02	<b>*Vendor Total</b>				
<b>Gerarodo &amp; Antonia Sanchez</b>						
467891						
Water Credit Refund	15.73	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	0.15	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	15.88	<b>*Vendor Total</b>				
<b>Gorski, Joseph</b>						
028500						
Training Reimbursement	46.33	01-440-4380	Training	11082019	11/8/2019	12/16/2019
Training Reimbursement	25.21	01-440-4380	Training	11202019	11/20/2019	12/16/2019
Total:	71.54	<b>*Vendor Total</b>				
<b>Henderson Products, Inc.</b>						
044440						
Plow Springs	633.98	01-445-4510	Equipment/IT Maint	302800	11/20/2019	12/16/2019
Total:	633.98	<b>*Vendor Total</b>				
<b>Hermenigildo Gomez</b>						
467889						
Water Credit Refund	43.13	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
Total:	43.13	<b>*Vendor Total</b>				
<b>ILLCO Inc.</b>						
040110						
PVC ADPT, Coupler & Pipes	34.71	01-445-4510	Equipment/IT Maint	1362846	11/15/2019	12/16/2019
Total:	34.71	<b>*Vendor Total</b>				
<b>Interactive Building Solutions, LLC</b>						
050600						
Boiler Alarms- PD Service Call	402.12	01-445-4520	Public Buildings Rpr & Mtce	106803	11/30/2019	12/16/2019
Total:	402.12	<b>*Vendor Total</b>				
<b>Intergovernmental Personnel Benefit Cooperative</b>						
467637						
Health Insurance - PD	36,356.70	01-440-4130	Health Insurance	122019-01	12/10/2019	12/16/2019
Health Insurance - Admin	7,656.28	01-430-4130	Health Insurance	122019-02	12/10/2019	12/16/2019
Health Insurance - CD	3,396.96	01-441-4130	Health Insurance	122019-03	12/10/2019	12/16/2019
Health Insurance - PW	12,224.13	01-445-4130	Health Insurance	122019-04	12/10/2019	12/16/2019
Health Insurance - Water	8,054.64	60-445-4130	Health Insurance	122019-05	12/10/2019	12/16/2019
Health Insurance - Retirees	1,934.55	01-000-2055	Payroll Deductions	122019-06	12/10/2019	12/16/2019
Health Insurance - Police Pension Retirees	2,072.26	01-000-2055	Payroll Deductions	122019-07	12/10/2019	12/16/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Life Insurance - PD	95.44	01-440-4135	Life Insurance	122019-08	12/10/2019	12/16/2019
Life Insurance - PW	34.21	01-445-4135	Life Insurance	122019-09	12/10/2019	12/16/2019
Life Insurance - Admin	18.66	01-430-4135	Life Insurance	122019-10	12/10/2019	12/16/2019
Life Insurance - CD	12.44	01-441-4135	Life Insurance	122019-11	12/10/2019	12/16/2019
Life Insurance - Water	15.55	60-445-4135	Life Insurance	122019-12	12/10/2019	12/16/2019
Voluntary Life Ins - Dec 19	351.57	01-000-2052	Voluntary Life Insurance	122019-13	12/10/2019	12/16/2019
Total:	72,223.39	*Vendor Total				
Jason or Jennifer Boettcher						
467895						
Water Credit Refund	45.09	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
Sewer Maint Credit Refund	1.63	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	46.72	*Vendor Total				
JDA Aurora, C/O Block Real Estate Services						
467901						
Water Credit Refund	45.76	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	1.09	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	46.85	*Vendor Total				
Jeffrey C Davies						
467623						
Investigations Software 1/6/20 thru 1/6/21	600.00	01-440-4555	Investigations	723	12/2/2019	12/16/2019
Total:	600.00	*Vendor Total				
Jessica Branch						
467887						
Water Credit Refund	49.30	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	1.80	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	51.10	*Vendor Total				
Jim Feltner						
467898						
Water Credit Refund	43.04	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	1.54	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	44.58	*Vendor Total				
Kane County Recorder						
010600						
Ordinance Recording (2)	104.00	01-441-4506	Publishing	NAUR112515	11/30/2019	12/16/2019
Total:	104.00	*Vendor Total				
Kane County Water Assoc						
005040						
2020 Membership Dues- Young, Hake, Kick, C	100.00	60-445-4390	Dues & Meetings	12022019-01	12/2/2019	12/16/2019
Holiday Lunch Mtg Reg- Young, Hake, Kick, C	125.00	60-445-4390	Dues & Meetings	12022019-02	12/2/2019	12/16/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	225.00	*Vendor Total				
Kelsey Knutti						
467885						
Water Credit Refund	38.91	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	1.16	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	40.07	*Vendor Total				
Kevin Boyles						
467892						
Water Credit Refund	45.60	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	1.65	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	47.25	*Vendor Total				
Konica Minolta						
024860						
Maintenance Contract	334.00	01-440-4510	Equipment/IT Maint	262516794	11/18/2019	12/16/2019
Total:	334.00	*Vendor Total				
Kristo Chino						
467883						
Water Credit Refund	71.50	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
Sewer Maint Credit Refund	2.70	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	74.20	*Vendor Total				
Lauterbach & Amen, LLP						
467663						
'19 Audit- Final	2,000.00	01-430-4265	Audit Services	41546-01	11/18/2019	12/16/2019
'19 TIF Compliance	1,950.00	12-438-4265	Audit Services	41546-02	11/18/2019	12/16/2019
Total:	3,950.00	*Vendor Total				
Legat Architects						
467855						
Facilities Study	1,895.33	21-452-4501	Contractual Services	52382	12/3/2019	12/16/2019
Total:	1,895.33	*Vendor Total				
Lisa Garon						
467886						
Water Credit Refund	33.28	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
Total:	33.28	*Vendor Total				
Loretta Balok, C/O Midwest Care Management						
467900						
Water Credit Refund	16.00	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	16.00	<b>*Vendor Total</b>				
<b>LUC Group, LLC</b>						
467906						
Sullivan Watermain Pay Req #1	46,232.10	60-460-4875	Capital Improvements	NA-615-01	12/11/2019	12/16/2019
<hr/>						
Total:	46,232.10	<b>*Vendor Total</b>				
<b>Mark Caldwell</b>						
467896						
Water Credit Refund	19.70	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
<hr/>						
Total:	19.70	<b>*Vendor Total</b>				
<b>Matthew Richardson</b>						
467884						
Water Credit Refund	14.66	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
<hr/>						
Total:	14.66	<b>*Vendor Total</b>				
<b>Menards</b>						
016070						
NA Days/Water Trailer	69.99	15-430-4751	North Aurora Days Expenses	21228	8/2/2019	12/16/2019
Softener, Salt	59.90	60-445-4438	Salt - Treatment	29447-01	11/22/2019	12/16/2019
TP Supplies	89.02	60-445-4567	Treatment Plant Repair/Maint	29447-02	11/22/2019	12/16/2019
Holiday Decoration Supplies	13.91	01-490-4761	Beautification Committee	29457	11/22/2019	12/16/2019
Bolts, Washers, Clamps	14.27	01-445-4510	Equipment/IT Maint	30158	12/3/2019	12/16/2019
<hr/>						
Total:	247.09	<b>*Vendor Total</b>				
<b>METRONET</b>						
467874						
Phone, Internet 11/24 - 12/23	621.04	01-430-4652	Phones and Connectivity	11242019-01	11/24/2019	12/16/2019
Phone, Internet 11/24 - 12/23	567.77	01-445-4652	Phones and Connectivity	11242019-02	11/24/2019	12/16/2019
Phone, Internet 11/24 - 12/23	640.12	60-445-4652	Phones and Connectivity	11242019-03	11/24/2019	12/16/2019
Phone, Internet 11/24 - 12/23	445.64	01-441-4652	Phones and Connectivity	11242019-04	11/24/2019	12/16/2019
Phone, Internet 11/24 - 12/23	1,705.01	01-440-4652	Phones and Connectivity	11242019-05	11/24/2019	12/16/2019
<hr/>						
Total:	3,979.58	<b>*Vendor Total</b>				
<b>Municipal Collection Services</b>						
467905						
Collection Fee	107.25	01-430-4799	Misc.	015477	10/31/2019	12/16/2019
<hr/>						
Total:	107.25	<b>*Vendor Total</b>				
<b>Nic &amp; Carly Griffis</b>						
467902						
Water Credit Refund	16.00	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
Sewer Maint Credit Refund	0.15	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
<hr/>						
Total:	16.15	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Nicholas Deluca</b>						
467890						
Water Credit Refund	12.89	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	0.36	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	13.25	<b>*Vendor Total</b>				
<b>North Aurora NAPA, Inc.</b>						
038730						
Reflectors	11.28	01-445-4511	Vehicle Repair and Maint	337854	11/13/2019	12/16/2019
Total:	11.28	<b>*Vendor Total</b>				
<b>Office Depot</b>						
035720						
Misc Office Supplies	38.60	01-440-4411	Office Expenses	2360688590	11/22/2019	12/16/2019
Total:	38.60	<b>*Vendor Total</b>				
<b>Office Depot</b>						
039370						
Office Supplies	26.24	01-430-4411	Office Expenses	39894690100	11/6/2019	12/16/2019
Office Supplies	26.24	01-445-4411	Office Expenses	39894690100	11/6/2019	12/16/2019
Office Supplies	26.24	60-445-4411	Office Expenses	39894690100	11/6/2019	12/16/2019
Office Supplies	26.25	01-441-4411	Office Expenses	39894690100	11/6/2019	12/16/2019
Office Supplies	14.04	01-430-4411	Office Expenses	40298881600	11/14/2019	12/16/2019
Office Supplies	14.04	01-445-4411	Office Expenses	40298881600	11/14/2019	12/16/2019
Office Supplies	14.04	60-445-4411	Office Expenses	40298881600	11/14/2019	12/16/2019
Office Supplies	14.05	01-441-4411	Office Expenses	40298881600	11/14/2019	12/16/2019
Office Supplies	1.52	01-430-4411	Office Expenses	40301312700	11/14/2019	12/16/2019
Office Supplies	1.53	01-445-4411	Office Expenses	40301312700	11/14/2019	12/16/2019
Office Supplies	1.53	60-445-4411	Office Expenses	40301312700	11/14/2019	12/16/2019
Office Supplies	1.53	01-441-4411	Office Expenses	40301312700	11/14/2019	12/16/2019
Total:	167.25	<b>*Vendor Total</b>				
<b>PDC Laboratories, Inc.</b>						
031940						
DBP Samples- Nov 2019	100.00	60-445-4562	Testing (water)	19394196	11/19/2019	12/16/2019
Total:	100.00	<b>*Vendor Total</b>				
<b>Phillip or Nicole Dlugosz</b>						
467888						
Water Credit Refund	14.13	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	0.30	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	14.43	<b>*Vendor Total</b>				
<b>Pirtek O'Hare</b>						
035670						
Replace Hydraulic Line	815.78	01-445-4511	Vehicle Repair and Maint	BO-T0000011	11/11/2019	12/16/2019
Total:	815.78	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Preventative Maintenance Systems, Inc.</b>						
050200						
Truck Repair- 2007 6-Wheeler	11,657.68	01-445-4511	Vehicle Repair and Maint	125806	11/7/2019	12/16/2019
S Test	63.00	01-445-4511	Vehicle Repair and Maint	213112	10/15/2019	12/16/2019
Total:	11,720.68	<b>*Vendor Total</b>				
<b>Richard or Edith Shamblin</b>						
467904						
Water Credit Refund	17.56	60-320-3340	Water Collections	11252019-01	11/25/2019	12/16/2019
Sewer Maint Credit Refund	0.21	18-320-3350	Sewer Collection	11252019-02	11/25/2019	12/16/2019
Total:	17.77	<b>*Vendor Total</b>				
<b>Sebert Landscaping</b>						
032840						
SSA4 Mowing	964.00	17-004-4533	Maintenance	192528-01	11/30/2019	12/16/2019
SSA8 Mowing	888.00	17-008-4533	Maintenance	192528-02	11/30/2019	12/16/2019
SSA9 Mowing	276.00	17-009-4533	Maintenance	192528-03	11/30/2019	12/16/2019
SSA11 Mowing	23.88	17-011-4533	Maintenance	192528-04	11/30/2019	12/16/2019
Public Property Mowing	3,116.00	01-445-4531	Grass Cutting	192528-05	11/30/2019	12/16/2019
Total:	5,267.88	<b>*Vendor Total</b>				
<b>Technology Management Rev Fund</b>						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2011085	11/18/2019	12/16/2019
Total:	723.32	<b>*Vendor Total</b>				
<b>Teska Associates, Inc.</b>						
024820						
Consulting	971.10	12-438-4280	Professional/Consulting Fees	9967	11/20/2019	12/16/2019
Total:	971.10	<b>*Vendor Total</b>				
<b>The Davey Tree Expert Company</b>						
467840						
Tree Trim- Tanner Trails	14,100.00	01-445-4532	Tree Service	914195405	11/22/2019	12/16/2019
Total:	14,100.00	<b>*Vendor Total</b>				
<b>Third Millennium Assoc. , Inc.</b>						
033470						
Late&Final Bills - Nov 19	528.93	60-445-4507	Printing	24149	11/30/2019	12/16/2019
Total:	528.93	<b>*Vendor Total</b>				
<b>Thomas Leuer</b>						
467893						
Water Refund Credit	49.02	60-320-3340	Water Collections	11252019	11/25/2019	12/16/2019
Total:	49.02	<b>*Vendor Total</b>				



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Ture Paulson</b>						
467758						
Jacket & Bibs	294.98	01-445-4160	Uniform Allowance	12022019	12/2/2019	12/16/2019
	<hr/>					
Total:	294.98	<b>*Vendor Total</b>				
<b>Utility Dynamics Corporation</b>						
052560						
LED LT Fixture & Pole Replace/ Partial	105,753.60	10-445-4661	Street Light Repair/Maint	1122-2521	11/22/2019	12/16/2019
	<hr/>					
Total:	105,753.60	<b>*Vendor Total</b>				
<b>Warehouse Direct</b>						
046010						
5 Gallon Cleaner	207.75	01-445-4540	Streets & Alleys Rpr & Mtce	4486484-0	11/18/2019	12/16/2019
	<hr/>					
Total:	207.75	<b>*Vendor Total</b>				
<b>Waste Management</b>						
016240						
Waste Stickers (2000)	7,840.00	01-000-2217	Waste Management Escrow	3959223-2011	11/26/2019	12/16/2019
	<hr/>					
Total:	7,840.00	<b>*Vendor Total</b>				
<b>Water Products Company</b>						
001170						
2" Meter for Lincoln Valley Clubhouse	960.00	60-445-4480	New Meters,rprs. & Rplcmnts.	0292979	12/5/2019	12/16/2019
	<hr/>					
Total:	960.00	<b>*Vendor Total</b>				
<b>Water Resources</b>						
010380						
New Meter Parts	1,086.00	60-445-4480	New Meters,rprs. & Rplcmnts.	33665	11/25/2019	12/16/2019
	<hr/>					
Total:	1,086.00	<b>*Vendor Total</b>				
<b>Weblinx Incorporated</b>						
031420						
Website Maintenance - December 19	200.00	01-430-4512	Website Maintenance	28230	12/3/2019	12/16/2019
	<hr/>					
Total:	200.00	<b>*Vendor Total</b>				
<b>Woodman's Food Market, Inc.</b>						
035760						
2019 Rebate Liability Woodmans/Final	184,051.94	01-490-4781	Sales Tax Rebates	12102019	12/10/2019	12/16/2019
	<hr/>					
Total:	184,051.94	<b>*Vendor Total</b>				
<b>Xerox Corporation</b>						
040890						
Copier Maintenance	85.00	01-440-4510	Equipment/IT Maint	098801370	12/1/2019	12/16/2019

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	85.00	<b>*Vendor Total</b>				
<hr/>						
Report Total:	544,850.42					
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# REMPE-SHARPE

& Associates, Inc.

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## Principals

J. Bibby  
D. Watson

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

B. Aderman  
B. Bennett  
L. Vo

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

## CONSULTING ENGINEERS

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

December 9, 2019

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

Attn: John Laskowski

Re: Sullivan Road Water Main  
Pay Request No. 1, Partial

File: NA-615

Dear Mr. Laskowski,

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 1, Partial as submitted by LUC Group, LLC. of LaGrange Park, IL for the Sullivan Road Watermain Improvements Project and awarded October 1, 2019 in the amount of \$64,150.00. The amount of payment requested is Forty-Six Thousand, Two Hundred Thirty-Two Dollars and Ten Cents (\$46,232.10).

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 1, Partial, along with the Certified Payroll to date (1 copy).
2. Pay Request No. 1, Partial in the amount of \$46,232.10, along with the Contractor's Partial Waiver and Affidavit (1 copy).
3. The Engineer's Approval of Payment No. 1, Partial in the amount of \$46,232.10 (3 copies).

The Contractor has completed the installation of 236 lineal feet of 6" and 8" watermain along the north Right of Way of Sullivan Road. The new watermain has been connected to the existing watermain, and the new fire hydrant has been installed. The watermain has been successfully pressure tested and chlorinated. The contractor is making progress on the restoration work, and will complete the restoration next spring as the weather permits.

Village of North Aurora  
Attn: Mr. John Laskowski

Sullivan Road Water Main  
December 9, 2019  
Page 2 of 2

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 1, Partial in the amount of \$46,232.10. Upon the Village of North Aurora's approval, please sign all three copies of the Approval of Payment No. 1, Partial. Send one copy to the Contractor, LUC Group, LLC., along with Payment No. 1, Partial. Return one signed copy to Rempe-Sharpe & Associates, Inc. and retain one signed copy for the Village's records.

If there are any questions, please contact the undersigned.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.  
BY:

A handwritten signature in black ink, appearing to read "D. A. Watson", with a long horizontal flourish extending to the right.

Daniel A. Watson, P.E.

Enclosures

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

**WAIVER OF LIEN TO DATE**

STATE OF Illinois } SS  
COUNTY OF COOK

**TO WHOM IT MAY CONCERN**

WHEREAS the undersigned has been employed by

Village Of North Aurora

to furnish

Watermain Replacement

for the premises known as

Sullivan Road Watermain

of which

North Aurora

is the owner.

THE undersigned, for and in consideration of

Fourty Nine Thousand Nine Hundred Seventy Three And 00/100

\$49,973.00

Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,

do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE

12.2.19

Company Name:

LUC Group, LLC

Address:

106 W Calendar Ave Ste #221 La Grange, IL 60525

SIGNATURE AND TITLE

TH MGR

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF Illinois } SS  
COUNTY OF Cook

**TO WHOM IT MAY CONCERN:**

The undersigned, (name) Thomas Hartford being duly sworn, deposes and says that he or she is (position) Manager of (company) LUC Group, LLC who is the contractor furnishing Watermain Replacement work on the building located at Sullivan Road Watermain owned by North Aurora.

That the total amount of the contract including extras\* is \$64,150.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defect the validity of said waivers. That the following names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Names and Addresses	Purpose	Contract Price (incl.Extras)	Amount Paid Prior	Amt this Payment	Balance Due
LUC Group, LLC	Watermain Replacement	64,150.00	0.00	46,232.10	17,917.90
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$64,150.00	\$0.00	\$46,232.10	\$17,917.90

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

**NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, the corporate name should be used and the title of the officer signing waiver should be set forth. If waiver is for a partnership, the partnership name should be used, a partner should sign and designate himself as "Partner."**

DATE 12.2.19

Signature

TH

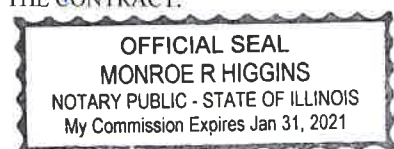
SUBSCRIBED AND SWORN TO BEFORE ME THIS

2<sup>nd</sup> DAY OF December, 2019.

My- K Higgins

Notary Public

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



PAY REQUEST #1  
SULLIVAN ROAD WATERMAIN IMPROVEMENTS

NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	AWARDED QUANTITIES		CONSTRUCTED QUANTITIES	
				UNIT PRICE	TOTAL COST	QUANTITY	EXTENDED PRICE
1	6" DIP Watermain, Class 52	6	LF	\$70.00	\$420.00	6.00	\$420.00
2	8" DIP Watermain, Class 52	230	LF	\$82.00	\$18,860.00	230.00	\$18,860.00
3	Polyethylene Encasement	242	LF	\$1.00	\$242.00	242.00	\$242.00
4	Fittings, M.J. Body Casting Weight	800	LBS	\$2.00	\$1,600.00	791.00	\$1,582.00
5	Reinforced PCC Thrust Blocks	5	EA	\$250.00	\$1,250.00	6.00	\$1,500.00
6	Restrained Joints	8	EA	\$40.00	\$320.00	8.00	\$320.00
7	Trench Backfill, CA-6, Compacted	60	CY	\$36.00	\$2,160.00	31.00	\$1,116.00
8	8" Non-Pressure Connect/Disconnect to Existing 8" Watermain	2	EA	\$3,440.00	\$6,880.00	2.00	\$6,880.00
9	8" R.S. Gate Valve	1	EA	\$1,800.00	\$1,800.00	1.00	\$1,800.00
10	6" R.S. Gate Valve	1	EA	\$1,270.00	\$1,270.00	1.00	\$1,270.00
11	Valve & Vault Removal	1	EA	\$400.00	\$400.00	1.00	\$400.00
12	48" Dia. Type A, Valve Vault with Frame and Lid	1	EA	\$2,020.00	\$2,020.00	0.75	\$1,515.00
13	Valve Box, 6"	1	EA	\$390.00	\$390.00	1.00	\$390.00
14	Fire Hydrant with 6" Inlet	1	EA	\$6,240.00	\$6,240.00	1.00	\$6,240.00
15	Fire Hydrant and Auxiliary Valve Removal	1	EA	\$300.00	\$300.00	1.00	\$300.00
16	PCC Sidewalk Remove and Replace, 5"	300	SF	\$10.00	\$3,000.00	150.00	\$1,500.00
17	HMA Pavement, Remove & Replace (TY1)	12	SY	\$90.00	\$1,080.00	6.00	\$540.00
18	Detectable Warnings	10	SF	\$25.00	\$250.00		\$0.00
19	B6.24 Curb & Gutter, Reinforced, Remove & Replace	16	LF	\$38.00	\$608.00	8.00	\$304.00
20	Inlet and Pipe Protection (Baskets)	4	EA	\$90.00	\$360.00	2.00	\$180.00
21	Erosion Control Barrier (Silt Fence)	50	LF	\$5.00	\$250.00	50.00	\$250.00
22	Topsoil Furnish and Place, 4"	450	SY	\$4.00	\$1,800.00		\$0.00
23	Seeding, Class 1 (with Fertilizer)	450	SY	\$2.00	\$900.00		\$0.00
24	Erosion Control Blanket	450	SY	\$3.00	\$1,350.00		\$0.00
25	Traffic Control and Protection	1	LSUM	\$1,500.00	\$1,500.00	0.90	\$1,350.00
26	Mobilization	1	LSUM	\$4,900.00	\$4,900.00	0.90	\$4,410.00
27	Uncontaminated Soil Certification	1	LSUM	\$4,000.00	\$4,000.00		\$0.00
SUBTOTAL				\$64,150.00		\$51,369.00	
	Retention		10%				\$5,136.90
	Amount Due		TOTAL				\$ 46,232.10

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

APPROVAL OF PAYMENT NO. 1, PARTIAL

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PROJECT: Sullivan Road Watermain Improvements PROJECT NO.: NA-615  
CONTRACTOR: LUC Group, LLC. APPLICATION DATE: December 3, 2019  
ADDRESS: 505 Shawmut Avenue FOR PERIOD ENDING: December 2, 2019  
LaGrange Park, IL 60526 APPLICATION AMOUNT: \$46,232.10

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ENGINEER'S APPROVAL


TO: Village of North Aurora  
ADDRESS: 25 East State Street  
North Aurora, IL 60542

Attached hereto is a Contractor's Application for Partial Payment for work accomplished under his contract for the above- mentioned project through the date indicated above. Attached to the application is a Contractor's Certificate stating that all previous payments to him under his contract have been applied by him to discharge in full all his obligation in connection with this project.

The undersigned hereby approves payment to the Contractor of the Amount Due as shown on the Application for Partial Payment. It being understood that this approval by the undersigned does not constitute final approval or acceptance of the work accomplished or completed by the Contractor.

REMPE-SHARPE AND ASSOCIATES, INC.  
Consulting Engineers

DATE: December 9, 2019

BY:   
Daniel A. Watson, P.E.  
TITLE: Principal

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OWNER'S APPROVAL

The undersigned, being the Owner of the above-mentioned project and in accordance with the terms of the Contract Documents, does hereby approve the attached Application for Partial Payment to the Contractor for work accomplished under his contract for the above-mentioned project.

It being understood that this Approval by the undersigned does not constitute final approval or acceptance of the work accomplished or completed by the Contractor.

VILLAGE OF NORTH AURORA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Village of North Aurora Memorandum



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**To:** President and Board of Trustees

**From:** Bill Hannah, Finance Director

**CC:** Steve Bosco, Village Administrator

**Date:** December 9, 2019

**RE:** Oak Hill SSA

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Last year the Village levied \$5,000 for the Oak Hill SSA in order to study the causes of elevated pond levels and any erosion concerns. The study was completed and determined that the primary cause of the elevated pond levels was obstructions and issues with the drainage stream from the pond to the North Aurora Town Center wetlands.

The estimated cost to fix the issues is approximately \$5,000 to \$15,000. After discussing the issue with the HOA, the HOA has requested that the Village pass a tax levy of \$10,000 in order to address the issues next calendar year.

A tax levy ordinance is included on the agenda. Since the levy is more than 5% from last year a separate tax levy hearing will be held.



State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**

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

**Return to:**

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

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*This page is added for the purpose of affixing Recording Information*

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

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**AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL  
SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2019 AND ENDING MAY 31, 2020**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL**  
**SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR**  
**BEGINNING JUNE 1, 2019 AND ENDING MAY 31, 2020**

WHEREAS, Ordinance No. 96-36 establishing the Oak Hill Special Service Area was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$10,000.00, which exceeds by more than five percent (5%) the levy from the previous year; and

WHEREAS, the notice and hearing requirements specific in Section 27-32 of the Special Service Area Tax Law (35 ILCS 200.27-32) have been satisfied; and

WHEREAS, the ordinance establishing the Oak Hill Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$10,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2019 and ending May 31, 2020 for the Oak Hill Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

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

Tao Martinez \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Dale Berman, Village President

\_\_\_\_\_  
Village Clerk

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## **VILLAGE OF NORTH AURORA BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**CC:** STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PRIVATE DEVELOPMENT ENGINEERING SERVICES AGREEMENT  
**AGENDA:** DECEMBER 16, 2019 REGULAR VILLAGE BOARD MEETING

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### **ITEM**

Resolution approving the WBK Engineering and Review Services Agreement

### **DISCUSSION**

Village staff is in the process of evaluating engineering services across the spectrum of Village operations. For more than the past two decades, the Village has relied on Rempe-Sharpe Engineering to handle all major aspects of engineering. The Community Development Department relies on outsourced engineering for preliminary and final engineering plan review including storm water (storm sewer, detention, floodplains and wetlands), streets and roads, street lighting, water main, sanitary sewer, and erosion and sediment control measures. The engineering group would also conduct engineering inspections on the aforementioned improvements.

Though most of this engineering is a pass-through in which the engineering firm is paid through an escrow account established by the developer, the quality of the engineering and construction review is critical to the Village as we inherit all of the public improvements when the project has completed. Rempe-Sharpe Engineering handles all current aspects of development engineering for the Village; however, they have not been granted that contractual authority by the Village. Staff would like to begin utilizing another civil engineering firm for development review and inspection with the intention of having a Village Board agreement that designates the firm as the Village's development engineering consultant on an as-needed basis. Rempe-Sharpe would remain the primary engineering group on existing projects through completion.

Staff has been selected WBK Engineering, LLC to fulfill private development services. WBK is a civil engineering, planning and environmental resources consulting firm providing professional engineering services to public and private entities throughout the Midwest with Northern Illinois offices in Aurora and St. Charles. The Village has worked directly with WBK on the silo project. WBK also recently worked with DR Horton on the design of the Lincoln Valley on the Fox subdivision. Some of WBK's local municipal private development clients include the City of Geneva, City of St. Charles, Village of West Dundee, Village of South Elgin and Kendall County.

The Engineering and Review Services Agreement is now being presented to the Village Board for consideration. The Resolution has been drafted in a way that would allow WBK to commence work with the Village while working through the specifics of the agreement. As previously mentioned, there is no term associated with contract so the relationship would be on an as-needed basis with the ability of the Village Administrator to terminate services if necessary. The Agreement would also be non-exclusive with the Village reserving the right to solicit the services of other providers.

### **Attachment**

1. Resolution approving the WBK Engineering and Review Services Agreement

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Resolution No. \_\_\_\_\_

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**RESOLUTION APPROVING THE**  
**WBK ENGINEERING AND REVIEW SERVICES AGREEMENT**

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

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

Signed \_\_\_\_\_

VILLAGE OF NORTH AURORA

RESOLUTION NO.

A RESOLUTION APPROVING THE  
WBK ENGINEERING AND REVIEW SERVICES AGREEMENT

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

1. The proposal by WBK Engineering, LLC, in form substantially similar to the proposal attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved, subject to whatever modifications to the language are negotiated approved in the best interests of the Village by staff and the Village attorney.

2. The Village Administrator or his/her designee and Village Attorney are hereby authorized and directed to finalize the terms of the Agreement, provided those finalized terms are at least as beneficial or more beneficial to the Village than the terms in documents in Exhibit A, and the Community and Economic Development Director or designee may sign the Agreement on behalf of the Village once the terms are finalized.

3. The Agreement shall be non-exclusive with the Village reserving the right to solicit the services of other providers.

4. 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 this \_\_\_\_ day of \_\_\_\_\_, 2019 A.D.

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

Mark Carroll \_\_\_\_\_  
Mark Gaffino \_\_\_\_\_  
Michael Lowery \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Tao Martinez \_\_\_\_\_

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

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**VILLAGE OF NORTH AURORA**

**Exhibit A –  
Proposal for Engineering/Development Review Services**

## ***Proposal for Engineering/Development Review Services***

Village of North Aurora, IL

December 10, 2019

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

Dear Mr. Toth:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the Village of North Aurora for professional engineering services for engineering and development review services. WBK looks forward to the opportunity to represent and assist the Village of North Aurora with development review services on a project by project basis. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

### ***Understanding of the Assignment***

It is our understanding that the Village of North Aurora wishes to contract for engineering plan and development review services for projects and development applications within the Village. We understand that the Village wants qualified professional consultant to provide services for preliminary and final engineering plan review including storm water (storm sewer, detention, floodplains and wetlands), streets and roads, street lighting, water main, sanitary sewer, and erosion and sediment control measures. WBK is also adept at performing, reviewing and scoping development impact traffic studies, the suitability of the preliminary development proposals as well as the practical aspects of final engineering plans review from a maintenance perspective. We understand services will be coordinated through the Community Development Department. We also intend to work closely with Public Works, Fire and Police Departments as appropriate.

### ***Scope of Services***

#### ***Task 1 | Concept Engineering Review***

At the request of the Village, we will review conceptual development plans to determine if the submittal is reasonably consistent with the transportation, utility and drainage context in which it is proposed and relative to the requirements of subdivision or building regulations of the Village. Available data regarding site conditions, (topography, soils, environmental resources including wetlands, flood plain and offsite drainage patterns) utilities and traffic in relation to the proposed concept plan will be reviewed from information provided by the developer/applicant. Upon request of the staff, we will meet with the staff and/or the developer's team to identify issues needing additional information.

We will prepare a summary of third party agencies that require permits for the project so that Village staff is aware of constraints associated with a project at the concept stage. We will draft a concept plan review and submit the review to the assigned Village staff and development team.

**Field Reconnaissance:** An investigation of the project site will be made to identify site constraints and opportunities and will be based on conditions present at the time of the reconnaissance; visible utility locations, roadway conditions, sight distance, soil borings, available topographic data, environmental resources, existing buildings and structures and drainage conditions.

**Stormwater Management:** Based on the information provided to us, we will confirm approximate detention basin sizes and locations and conveyance routes for use in the concept planning process.

**Public Works Coordination:** We will coordinate comments with Public Works Staff considering interests from water supply, wastewater collection, streets and electric utility perspectives. The objective is to eliminate conflicting comments providing a unified consistent response to development submittals.

### ***Task 2 | Traffic Impact Study Review and Scope Development***

At the request of the Village we will provide traffic engineering review and scope development for traffic impact studies related to the land development activities. This review shall include, but not be limited to, review of trip generation rates, directional distribution, capacity analyses, site circulation, access types and locations, pedestrian facilities and routes, and proposed roadway improvements.

Deliverables include formal written comments to the traffic study prepared by the development traffic engineer. Services include customary communications with both the Village and the petitioner on an as needed basis.

**Meetings:** We will attend meetings as needed with the Developer's team, third party review agencies, and the municipal staff (Fire Chief, Planner, Public Works, and Utility Managers). We will attend meetings for public hearings, Zoning Board of Appeals, Plan Commission, or Board meetings at the request of the Village staff.

### ***Task 3 | Preliminary Engineering Review***

At the request of the Village, we will review the preliminary site plan, preliminary engineering design plan consisting of the storm sewers, water distribution, sanitary sewer, roadways, pavement, and grading for the site improvements. We will review the following documents during the preliminary review phase of the development process including but not limited to:

- Preliminary Site Plan & Engineering Plan
- Preliminary Opinion of Probable Construction Cost
- Preliminary Stormwater Management Report
- Wetland Delineation and Assessment Report
- BMP / Sustainable Practice review (including soils and landscape plantings as appropriate)
- Preliminary Subdivision Plat
- Preliminary Utility Studies
- Entitlement Documents (Annexation Agreement, PUD, Zoning, Special Use)

The review will be based upon the Village's ordinances related to development including the Subdivision and Stormwater Ordinances, PUD or special use requirements, IDOT, KCDOT or Village of North Aurora transportation standards / policies, Village Building Codes and general engineering and construction practices. We will draft a plan review for the Village staff to use in the preliminary approval process. We will provide a plan review for each preliminary plan resubmittal to the assigned Village staff and development team.

**Meetings:** We will attend meetings as needed with the Developer's team, third party review agencies and the municipal staff (Fire Chief, Planner, Public Works and Utility Managers) to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings for public hearings, Zoning Board of Appeals, Plan Commission or Board meetings at the request of the Village staff.



**Public Works Coordination:** We will coordinate preliminary plan comments with Public Works Staff considering interests from water supply, wastewater collection and streets division perspectives. The objective is to eliminate conflicting comments providing a unified consistent response to development submittals.

#### *Task 4 | Final Engineering Review*

At the request of the Village we will review the final site plan, final engineering design plan consisting of the storm sewers, water distribution, sanitary sewer, roadways, pavement, and grading for the site improvements. We will review the following documents against the Subdivision and the Stormwater Ordinance, annexation agreement, PUD or special use requirements, IDOT, KCDOT or Village of North Aurora transportation standards / policies, Village Building Codes and general engineering and construction practices. We will identify third party permits including but not limited to IEPA, IDOT, KCDOT, USACE and IDNR. We will review the following documents during the final review phase of planning and building permit processes including but not limited to:

- The Final Site Geometry will be compared to the Annexation Agreement or PUD approval as warranted
- Final Engineering Plans including Mass Grading, Stormwater Facilities, Storm Sewer, Sanitary Sewer, Water Mains, and Roadway Construction
- Final Landscape Plans
- Final Stormwater Management Report
- Final Wetland Documentation including all USACE correspondence
- Threatened and Endangered Species Clearances
- Historic Preservation Clearance
- Final Traffic Studies
- Review of Structural Calculations & Drawings
- BMP / Sustainable Practice review (including soils and landscape plants as appropriate)
- Engineer's Opinion of Probable Construction Cost
- Final Subdivision Plat

We will draft a plan review for the Village staff to use in the final approval process. We will provide a plan review for each final plan resubmittal to the assigned Village staff and development team.

**Meetings:** We will attend meetings as needed with the Developer's team, third party review agencies and the municipal staff (Fire Chief, Planner, Public Works and Utility Managers) to determine the standards to be used in the design as well as the adequacy of existing or proposed infrastructure to serve the project. We will attend meetings for public hearings, Zoning Board of Appeals, Plan Commission or Board meetings at the request of the Village staff.

**Public Works Coordination:** We will coordinate final plan comments with Public Works Staff considering interests from water supply, wastewater collection, streets and electric utility perspectives. The objective is to eliminate conflicting comments providing a unified consistent response to development submittals.

#### *Task 5 | Construction Inspection*

At the request of the Village we will serve as the Village representative related to land development improvements and construction inspections of the same. We understand the construction inspections may be requested on a part time or full time basis depending on the scope of the project and proposed improvements. Land Improvements typically include:

- Soil Erosion Control and Mass Grading Operations
- Utility Construction including water main, sanitary sewer, storm sewers and street lighting improvements
- Roadway Construction
- Stormwater Management Improvements including stormwater basins and overland flow routes
- Off-site utility and roadway improvements
- Coordination with third party permit requirements (IDOT, USACE, etc.)

Construction inspection services include the following elements:

- Preconstruction meeting coordination and facilitation
- Utility and third party permit coordination
- Daily site inspections and documentation for plan and Village specification compliance
- Inspection of site material deliveries
- Testing coordination and documentation
- Conflict resolution facilitation with Developer and Village
- Final Inspection and Punch List
- Village acceptance of public improvements or certification of completion for private improvements.

All site visits will be documented with a written daily report of the length and detail necessary to document activities. Reports are typically supported with photos for the project record. Test results are verified and documented in the project file. Conflict and final punchlist correspondence is generated and maintained by the WBK project representative.

### ***Task 6 | Public Improvement Acceptance & Financial Guarantee Administration***

At the request of the Village WBK will assist the Village in managing the financial guarantees it holds for development (planning and building) projects. Typically these guarantees relate to completion of land improvements or are held as a one year warranty on performance of land improvements subsequent to acceptance. Tasks may include punch list resolution, coordination with developers and financial institutions. We will also facilitate acceptance of public improvements including review of acceptance documents, financial guarantees and coordination with Village staff. We will assist with data updates and management of Public Improvement Acceptance and Financial Guarantees within the Village's current system.

### ***Schedule for Services***

We will complete plan reviews within 10 business days of WBK receipt of a complete application, set of plans and calculations. We will endeavor to provide an initial review of documents within 3 business days of receipt to determine if the submittal is complete to continue with a comprehensive review. We understand that some projects may require reviews and responses quicker than 10 business days and we will endeavor to work with the City and the applicant to provide as timely response as reasonably possible. If for any reason the afore-noted timeframes cannot be achieved WBK shall advise the City prior to proceeding with further services.

### ***Project Assumptions***

In preparing this proposal, we have attempted to provide you with a scope of services based on the needs of the Village. WE can provide many additional services through WBK staff or subconsultants whom we have a strong business relationship. The following are exceptions to our scope of services:

- Geotechnical services are not included in this proposal
- Environmental services are not included in this proposal
- Survey services are not included in this proposal
- Building inspection services are not included in this proposal including utility inspections required by the State of Illinois to be performed by a licensed plumber

### ***Estimate of Fees***

Due to the variability of the projects and the needs of the Village for each project to be reviewed, at the request of the Village, we will provide time and materials budgets based upon information available at the time of each plan submittal and direction from the Village as to our scope. The actual amount invoiced will be based on the level of effort required, but we will not exceed the budget without your prior approval. Reimbursable expenses, such as

postage, overnight delivery, printing, copying, etc. are not included in our budget/fee amounts, and will be invoiced to you at our cost plus 10%.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the Village of North Aurora. If you have any questions, please do not hesitate to call.

Sincerely,



Greg Chismark, P.E.  
Municipal Practice  
Principal

Encl: 2019 Schedule of Charges  
General Terms and Conditions

**THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF NORTH AURORA:**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**WBK ENGINEERING, LLC**  
**2019 Standard Charges for Professional Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$ 215
Engineer VI	\$ 194
Engineer V	\$ 172
Engineer IV	\$ 145
Engineer III	\$ 119
Engineer II	\$ 100
Engineer I	\$ 88
Engineering Technician IV	\$ 140
Engineering Technician III	\$ 117
Engineering Technician II	\$ 93
Engineering Technician I	\$ 78
Senior Scientist	\$ 183
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 124
Environmental Resource Specialist III	\$ 100
Environmental Resource Specialist II	\$ 88
Environmental Resource Specialist I	\$ 78
Urban Planner VI	\$ 194
Urban Planner V	\$ 154
Urban Planner IV	\$ 130
Urban Planner III	\$ 102
Urban Planner II	\$ 86
Intern	\$ 47
Office Professional	\$ 64
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

*WBK Engineering, LLC reserves the right to increase  
rates and costs by 5% annually.*

**WBK ENGINEERING, LLC**  
**GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Client:** WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
- Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:
- It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
- All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
- All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.
- Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.
- Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required Insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.