



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, MARCH 2, 2020 – 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

AGENDA

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

ROLL CALL

PUBLIC HEARING

Batavia Boundary Line Agreement

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 02/17/2020; Committee of the Whole Minutes dated 02/17/2020
2. Bills List Dated 03/02/2020 in the Amount of **\$196,616.33**
3. Travel and Expenses for Business Purposes in the Amount of **\$50.00**

NEW BUSINESS

1. Approval of Ordinance Approving A Boundary Line Agreement with the City of Batavia
2. Approval of Ordinance Granting Special Use for a Planned Unit Development for the Properties Located at 125 and 149 S. Grant Street, North Aurora, for Aurora Packing Inc.
3. Approval of Ordinance Approving the Amendment to the Annexation Agreement Between Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision Randall Crossing Lot 3 Mixed Use Development
4. Approval of Ordinance Approving an Amendment to the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development Affecting Only Lot 3 of the Randall Crossing Commercial Development
5. Approval of Proposal from Water Well Solutions to Decommission Well #3 in the Amount of **\$41,718**
6. Approval of One-Year Agreement for North Aurora Towne Center Wetland Maintenance to Hey and Associates in the Amount of **\$20,000**
7. Approval of Agreement with Engineering Enterprises Incorporated (EEI) For Preparing STP-L Application in the Amount of **\$18,640**

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
FEBRUARY 17, 2020**

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Laura Curtis, Trustee Mark Carfroll, Trustee Mark Guethle. Village Clerk Lori Murray. Trustee Tao Martinez arrived at 7:05 p.m.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Police Chief Dave Fisher, Water Superintendent Paul Young, Attorney Edward J. Boula, III of Drendel & Jansons Law Group.

PUBLIC HEARING

1. Randall Crossing Mixed Use

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

2. National Pollutant Discharge Elimination System

Mayor Berman opened the public hearing. Public Works Director John Laskowski said it is for the NPDES program. It is a program that the IEPA mandates all municipalities to participate in. It is to improve water quality throughout the region. Patrick McPartlin with the Kane Dupage Soil Water Conservation District.

Patrick McPartlin said we oversee the soil erosion and sediment control aspect. When a proposed plan goes in place, if eligible, they submit the soil erosion sediment control plans and we make sure the plans meet technical standards. We inspect throughout the life of the project, make sure it is in compliance and report back to the city.

(Trustee Tao Martinez arrived)

There were no further comments or questions. Mayor Berman closed public hearing.

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

CONSENT AGENDA

- 1. Village Board Minutes dated 2/3/2020**
- 2. Bills List Dated 2/17/2020 in the Amount of \$258,341.92**
- 3. Travel and Expenses for Business Purposes in the Amount of \$40.00**
- 4. Approval of Pay Request #4, Partial for Well #8 & 9 Pumps and Motors to Layne Christensen Company in the Amount of \$27,000.00**

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

NEW BUSINESS

1. Approval of Ordinance to Decrease Class F Liquor Licenses by One

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

2. Approval of Ordinance to Amend North Aurora Code Chapter 5.08.070 Liquor License Restriction on Issuance – Per Mayor Berman, this item was removed from the agenda.

3. Approval of Ordinance to Amend North Aurora Code Chapter 5.06 Regarding Business License Certificates

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

4. Approval of Ordinance Approving the 1st Budget Amendment for Fiscal Year 2019-20

Motion for approval made by Trustee Guethle 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).**

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

EXECUTIVE SESSION - None

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
FEBRUARY 17, 2020**

CALL TO ORDER

Mayor Berman called the meeting to order.

ROLL CALL

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

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Police Chief Dave Fisher, Water Superintendent Paul Young.

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

DISCUSSION

1. Aurora Packing Development

Community & Economic Development Director Mike Toth stated that this item went before the Plan Commission at a public hearing on February 4th. The plan had full support by the Plan Commission.

John Whitehouse, representing Aurora Packing, addressed the board with the following information. At the north entrance of Aurora Packing, the 24-hour traffic at that intersection, has 900 cars coming across the tracks from Route 25 during the day (westbound) and 742 going east. Of those, 231 come into Aurora Packing and 199 go out. There are 700 cars a day in both directions on south Grant Street. About 100 of those southbound go into Aurora Packing and about 40 of those northbound come out of Aurora Packing. Employment is expected to increase by 50% from 300 to 450. Truck traffic will double from 30-35 a day to about 60 a day.

The Plan Commission recommended that Aurora Packing be strongly encouraged via signage to limit truck traffic to the south street entrance off of Route 25.

Another concern was that the water usage would double. At this time, Aurora Packing is North Aurora's largest water consumer at 5 million gallons a month. That will only increase by 10% due to the efficiency of the new equipment and internal recycling that would be used for wash down at the end of the day.

There were no questions from the board.

Toth said there were 8 conditions listed on the staff report. They will be finalized into the PUD agreement which will come back to the next village board meeting.

There are a few items that the petitioner will be requesting as far as the zoning for the property:

-Special use for the pud – the zoning ordinance requires that any nonresidential development over 2 acres in size is required to be a pud. They are requesting a special use for PUD given the 12+ acres in size of the property.

-The landscape ordinance would require roughly 336 shade trees. The landscape that came back included 200 shade trees. Staff reviewed and determined this would adequately address the site development.

-Easement over Grant Street – The village retains rights over that property. There are 2 small segments that would be placed in the easement that the Village has rights to that will require approval.

-Actual parking of the ADA handicapped spaces on a portion of village property. The plan calls for a number of parking spaces (7) that would be located on village property. As part of the PUD ordinance, the village would bring back language that would require that the village work with the property owner to maintain a no-fee lease for the property.

-Site approval – Site plan approval would be required since the property is a non-residential development and the addition is over 25% of the gross floor area.

-Plat of Consolidation – This would bring the property into 2 separate lots. One would be the main campus and the other would be green space.

There were no questions from the Board. Mayor Berman said that the village is looking forward to the development.

2. Randall Crossing Mixed Use Development

Mike Toth said that the Randall Crossing Mixed Use Development was discussed at the Committee of the Whole on Jan 20th. There was full support by the Plan Commission at their last meeting. The Annexation Agreement is being amended to allow the development of the property through the mixed use. The petitioner is also asking for reduction of impact fees. The actual schedule of the annexation agreement requires that the commercial portion of the development would be \$3.00/psf for the traffic impact fee and there would be 2800 s.f. of actual commercial space which would equate to \$8400. The annexation fee currently reads that the petitioner pays \$1800 per dwelling unit.

Toth noted that the petitioner is also asking for the elimination of the water connection fee. It is anticipated at this time that the 3-inch connection would be made. The total reduction in impact fees would be \$43,668 based upon the current water connection fee and the current square footage. There would still be a traffic impact fee at \$1/psf for the entirety of the building which would come to approximately \$25,000.

Ed Roberts representing the development group addressed the board stating that they are requesting elimination of the water connection fee and reducing the traffic impact fee down to \$1/psf.

Trustee Gaffino asked what the hardship is for requesting the fee reductions. Gaffino said that the Village has the fees in place for a reason. Roberts said it is all about helping a pro forma work and trying to reduce fees where possible. Roberts noted there will be increased site work cost that was not expected.

Trustee Curtis asked if the developer requested the same deal when building the hotel. Toth said yes. Curtis said she agreed with Trustee Gaffino that the fees are in place for a reason we have these fees for a reason. Curtis asked where the uniformity is in having this code. Curtis said her concern is that the village will have expenses related to this project. If it is not being addressed by the petitioner, then it will be absorbed by the village and the taxpayers.

Roberts said that there are a lot of fees associated with the project and appreciate any concessions. Roberts added that they are committed and a leading developer in North Aurora.

Trustee Gaffino asked Roberts if they have asked the library or the fire district for concessions. Roberts said that he has been told in the past that the concession from the library or the fire district would not happen.

Trustee Curtis said that going forward the village should look at its policy. Curtis added that the village has a fiduciary responsibility to its residents.

Trustee Carroll said that he did not see a 28-unit residential development having the same amount of traffic impact, and would therefore be agreeable to reducing the traffic impact fee. Carroll said he would still keep the tap on fees in place. The rest of the board agreed.

Toth said that if the board just looked at the traffic impact fee, the total reduction would be \$32,000.

Village Administrator Steve Bosco said that with more incentive requests coming to the village, it would be a good idea to have a conversation on having a standardized assessment on when incentives are brought to the board.

There was no further discussion.

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

Accounts Payable

To Be Paid Proof List

User: bhannah
 Printed: 02/26/2020 - 9:28AM
 Batch: 00501.03.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
ADT						
048240						
Panic Button Install (2)- VH	101.50	01-445-4520	Public Buildings Rpr & Mtce	748114796	2/11/2020	03/02/2020
Total:	101.50	*Vendor Total				
Adventures In Scavenger Hunting						
467952						
NA Days Deposit	250.00	15-430-4751	North Aurora Days Expenses	01272020	1/27/2020	03/02/2020
Total:	250.00	*Vendor Total				
Aurora Area Convention						
003770						
NA Lodging Hotel Tax- Jan 2020	1,019.84	15-430-4752	90% Tourism Council	02032020	2/3/2020	03/02/2020
Akshar HotelTax- Jan 2020	1,705.35	15-430-4752	90% Tourism Council	02172020	2/17/2020	03/02/2020
Total:	2,725.19	*Vendor Total				
BDK Door Company						
030150						
VH Restroom Door Locks	589.00	01-445-4520	Public Buildings Rpr & Mtce	23037	2/20/2020	03/02/2020
Total:	589.00	*Vendor Total				
Brown & Brown Of Illinois, Inc.						
000520						
Notary Bond- Lohrstorfer	30.00	01-440-4799	Misc.	2464002	2/20/2020	03/02/2020
Total:	30.00	*Vendor Total				
Bryan Vacco						
467955						
Water Credit Refund	17.80	60-320-3340	Water Collections	02172020-01	2/17/2020	03/02/2020
Sewer Maint Credit Refund	0.68	18-320-3350	Sewer Collection	02172020-02	2/17/2020	03/02/2020
Total:	18.48	*Vendor Total				
Carus Corporation						
033300						
WTP HMO Chems	993.81	60-445-4437	Chlorine	SLS 1008157	2/11/2020	03/02/2020
ETP HMO Chems	1,113.89	60-445-4437	Chlorine	SLS 1008157	2/11/2020	03/02/2020
Total:	2,107.70	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Certified Laboratories Division						
048600						
Luster Guard Spray	341.69	01-445-4511	Vehicle Repair and Maint	3850310	2/14/2020	03/02/2020
Total:	341.69	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control	14,638.50	01-445-4521	Mosquito Control	001009698	2/24/2020	03/02/2020
Total:	14,638.50	*Vendor Total				
Coffman Truck Sales, Inc.						
000320						
Safety Test- Truck #147	21.50	01-445-4511	Vehicle Repair and Maint	129340	2/11/2020	03/02/2020
Safety Test- Truck #180	21.50	01-445-4511	Vehicle Repair and Maint	129342	2/11/2020	03/02/2020
Safety Test- Truck #179	21.50	01-445-4511	Vehicle Repair and Maint	129507	2/12/2020	03/02/2020
Safety Test- Truck #150	32.00	01-445-4511	Vehicle Repair and Maint	129637	2/12/2020	03/02/2020
9' Plow Blades	464.00	01-445-4510	Equipment/IT Maint	131552	2/21/2020	03/02/2020
Total:	560.50	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 4 S. Willowway	76.71	10-445-4660	Street Lighting and Poles	0146092024	2/10/2020	03/02/2020
Street Lights/ 1802 Orchard Gateway	294.87	10-445-4660	Street Lighting and Poles	0562144049	2/10/2020	03/02/2020
Street Lights/ 355 Moorfield	9.05	10-445-4660	Street Lighting and Poles	0795092063	2/19/2020	03/02/2020
Street Lights/ 1901 Orch Gateway	50.80	10-445-4660	Street Lighting and Poles	0835082016	2/7/2020	03/02/2020
Street Lights/ 1197 Comiskey	9.05	10-445-4660	Street Lighting and Poles	0903075187	2/19/2020	03/02/2020
Street Lights/ 1051 Kettle Ave	34.26	10-445-4660	Street Lighting and Poles	1083133047	2/7/2020	03/02/2020
East Tower Electric	40.30	60-445-4662	Utility	1313136025	2/11/2020	03/02/2020
Street Lights/ 1200 Orchard Gateway	358.65	10-445-4660	Street Lighting and Poles	1344158042	2/10/2020	03/02/2020
Street Lights/ Rt56 & Rt25	94.83	10-445-4660	Street Lighting and Poles	1425064018	2/12/2020	03/02/2020
Street Lights/ Randall & Ice Cream	9.92	10-445-4660	Street Lighting and Poles	1543019148	2/10/2020	03/02/2020
Street Lights/ 1193 Comiskey	9.05	10-445-4660	Street Lighting and Poles	1743032047	2/19/2020	03/02/2020
Street Lights/ Comiskey & Orchard	87.09	10-445-4660	Street Lighting and Poles	2313121105	2/10/2020	03/02/2020
Street Lights/ 19 N. Lincolnway	66.09	10-445-4660	Street Lighting and Poles	2985029045	2/10/2020	03/02/2020
Total:	1,140.67	*Vendor Total				
Compass Minerals America Inc.						
467908						
Road Salt	23,986.46	10-445-4439	Salt	590593	2/5/2020	03/02/2020
Road Salt	20,467.56	10-445-4439	Salt	593266	2/10/2020	03/02/2020
Road Salt	4,127.20	10-445-4439	Salt	596176	2/13/2020	03/02/2020
Road Salt	31,568.08	10-445-4439	Salt	597745	2/17/2020	03/02/2020
Total:	80,149.30	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Street Lights/ Orchard Gateway & Deerpath	60.40	10-445-4660	Street Lighting and Poles	16733238901	2/10/2020	03/02/2020
Street Lights/ Orchard & Oak	175.32	10-445-4660	Street Lighting and Poles	16733243901	2/10/2020	03/02/2020
Street Lights/ 1600 Orchard Gateway	224.38	10-445-4660	Street Lighting and Poles	16733257401	2/10/2020	03/02/2020
Street Lights/ Orchard & White Oak	126.75	10-445-4660	Street Lighting and Poles	16733260901	2/10/2020	03/02/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Street Lights/ Orchard & Orchard Gateway	185.41	10-445-4660	Street Lighting and Poles	16733275201	2/10/2020	03/02/2020
Well #4 1/9 - 2/10	8,542.69	60-445-4662	Utility	16743103101	2/11/2020	03/02/2020
Well #7 1/10 - 2/11	5,499.44	60-445-4662	Utility	16754939501	2/12/2020	03/02/2020
Well #5 1/10 - 2/11	9,821.02	60-445-4662	Utility	16754965801	2/12/2020	03/02/2020
Total:	24,635.41	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Services- Jan 2020 - Police	1,548.75	01-440-4260	Legal	79125	1/31/2020	03/02/2020
Total:	1,548.75	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability- March 2020	357.54	01-000-2057	Short-Term Disability	02122020	2/12/2020	03/02/2020
Total:	357.54	*Vendor Total				
Feece Oil						
031060						
Diesel Fuel- WTP Generator	418.13	60-445-4440	Gas & Oil	3682304	2/13/2020	03/02/2020
Diesel Fuel- ETP Generator	766.98	60-445-4440	Gas & Oil	3682305	2/13/2020	03/02/2020
Mid-Grade Fuel- WTP Generator	1,201.97	71-000-1340	Gas/Diesel Escrow	3682417	2/13/2020	03/02/2020
Total:	2,387.08	*Vendor Total				
FOX METRO						
045480						
Sewer Maint- VH	71.83	01-445-4662	Utility	N02-0164	2/24/2020	03/02/2020
Sewer Maint- PW Garage	71.83	01-445-4662	Utility	N02-5182	2/24/2020	03/02/2020
Sewer Maint- PD	65.30	01-445-4662	Utility	N02-5784	2/24/2020	03/02/2020
Total:	208.96	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Lobby Light Repair- VH	555.00	01-445-4520	Public Buildings Rpr & Mtce	8141	2/13/2020	03/02/2020
Total:	555.00	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- VH	200.00	01-445-4520	Public Buildings Rpr & Mtce	43504	2/5/2020	03/02/2020
Total:	200.00	*Vendor Total				
Grainger						
031900						
TP Parts	227.21	60-445-4567	Treatment Plant Repair/Maint	9443131009	2/13/2020	03/02/2020
Total:	227.21	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Harmonic Heating & Air Conditioning						
047680						
Heat Repair- PD	128.00	01-445-4520	Public Buildings Rpr & Mtce	37448	2/14/2020	03/02/2020
Total:	128.00	*Vendor Total				
ILCMA						
019310						
Job Ad- Village Engineer	50.00	01-430-4506	Publishing/Advertising	2116	2/21/2020	03/02/2020
Total:	50.00	*Vendor Total				
Johnson & Buh, LLC						
467744						
Local DUI Legal Fee	5,225.00	01-440-4260	Legal	02152020	2/15/2020	03/02/2020
Total:	5,225.00	*Vendor Total				
Juan Ramirez						
467954						
Water Credit Refund	40.72	60-320-3340	Water Collections	02172020-01	2/17/2020	03/02/2020
Total:	40.72	*Vendor Total				
Kendall County Concrete						
047060						
Concrete For Storm Drain Repair	254.75	01-445-4544	Storm Drain Maintenance	48786	2/18/2020	03/02/2020
Total:	254.75	*Vendor Total				
KnowBe4, Inc.						
467951						
EMP Training- IT Security	2,363.40	01-430-4380	Training & Testing	INV82696	2/13/2020	03/02/2020
Total:	2,363.40	*Vendor Total				
Konica Minolta						
024860						
Copier Maint PD- Jan 2020	52.21	01-440-4510	Equipment/IT Maint	264065109	1/31/2020	03/02/2020
Total:	52.21	*Vendor Total				
Legat Architects						
467855						
Concept Design - PW Facility	3,115.63	21-452-4501	Contractual Services	52733	2/12/2020	03/02/2020
Total:	3,115.63	*Vendor Total				
Meade Electric Company, Inc.						
027140						
Traffic Light Repair/ Gateway & Target	790.26	01-445-4545	Traffic Signs & Signals	691279	2/12/2020	03/02/2020
Total:	790.26	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Menards						
016070						
Paper Plates, Batteries, Salt & Pepper- PW Gar	31.89	01-445-4421	Custodial Supplies	34516	2/10/2020	03/02/2020
Batteries, Shop Light, Bleach, Ext Cord	48.86	01-445-4421	Custodial Supplies	34763-01	2/14/2020	03/02/2020
Mailbox Bracket	69.76	01-445-4799	Misc. Expenditures	34763-02	2/14/2020	03/02/2020
Work Light, Ext Cords, Push Broom	115.20	01-445-4421	Custodial Supplies	35033	2/18/2020	03/02/2020
Dist Tools & Equipment	374.73	60-445-4568	Watermain Rprs. & Rplcmts.	35052	2/18/2020	03/02/2020
Ladder	29.99	01-445-4411	Office Expenses	35198-01	2/21/2020	03/02/2020
Kerosene	79.96	01-445-4411	Office Expenses	35198-02	2/21/2020	03/02/2020
Dust Pan	9.99	01-445-4421	Custodial Supplies	35198-03	2/21/2020	03/02/2020
Steel Sorage Racks- PW Garage	265.52	01-445-4520	Public Buildings Rpr & Mtce	35398	2/24/2020	03/02/2020
Total:	1,025.90	*Vendor Total				
Mia Volker						
467953						
Water Credit Refund	19.70	60-320-3340	Water Collections	02172020	2/17/2020	03/02/2020
Sewer Maint Credit Refund	0.60	18-320-3350	Sewer Collection	02172020-02	2/17/2020	03/02/2020
Total:	20.30	*Vendor Total				
MSC Industrial Supply						
051190						
Lock Washers, Brake Cleaner	104.50	01-445-4511	Vehicle Repair and Maint	3619249001	2/5/2020	03/02/2020
Total:	104.50	*Vendor Total				
Muller & Muller, Ltd.						
467647						
Silo Lighting Redesign Specs & Alternatives	1,200.00	12-438-4255	Engineering	171014-12	2/17/2020	03/02/2020
Total:	1,200.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Squad Parts- Squad #70	202.73	01-440-4511	Vehicle Repair and Maint	34359	2/4/2020	03/02/2020
Fuel Senders- Truck #178	235.84	01-445-4511	Vehicle Repair and Maint	343821	2/10/2020	03/02/2020
Alarm- Truck #179, #180, Storage	112.14	01-445-4511	Vehicle Repair and Maint	343864	2/11/2020	03/02/2020
PW Tools	43.75	01-445-4511	Vehicle Repair and Maint	343875	2/11/2020	03/02/2020
Oil Dry	34.84	01-445-4511	Vehicle Repair and Maint	343889	2/11/2020	03/02/2020
Weather Beat (10)	69.90	01-445-4511	Vehicle Repair and Maint	344027	2/13/2020	03/02/2020
Wiper Blades	42.28	01-445-4511	Vehicle Repair and Maint	344028	2/13/2020	03/02/2020
Air Filter	34.72	01-440-4511	Vehicle Repair and Maint	344475	2/19/2020	03/02/2020
Total:	776.20	*Vendor Total				
Office Depot						
039370						
Calculator- Werner	8.99	01-445-4411	Office Expenses	42126245300	2/4/2020	03/02/2020
Office Supplies	41.25	01-430-4411	Office Expenses	43763361900	2/3/2020	03/02/2020
Office Supplies	41.25	01-445-4411	Office Expenses	43763361900	2/3/2020	03/02/2020
Office Supplies	41.25	60-445-4411	Office Expenses	43763361900	2/3/2020	03/02/2020
Office Supplies	41.25	01-441-4411	Office Expenses	43763361900	2/3/2020	03/02/2020
Office Chair- Werner	191.99	01-445-4870	Equipment	44004320900	2/10/2020	03/02/2020
Office Supplies	28.39	01-430-4411	Office Expenses	44018851300	2/7/2020	03/02/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Supplies	8.92	01-445-4411	Office Expenses	44018851300	2/7/2020	03/02/2020
Office Supplies	8.92	60-445-4411	Office Expenses	44018851300	2/7/2020	03/02/2020
Office Supplies	8.92	01-441-4411	Office Expenses	44018851300	2/7/2020	03/02/2020
Total:	421.13	*Vendor Total				
Paddock Publications, Inc.						
026910						
Public Notice- CommDev	57.50	01-441-4506	Publishing	42434	2/8/2020	03/02/2020
Total:	57.50	*Vendor Total				
Pitney Bowes Inc.						
017470						
Red Ink Cartridge- VH	20.18	01-430-4505	Postage	1015026226-C	2/11/2020	03/02/2020
Red Ink Cartridge- VH	20.18	01-445-4505	Postage	1015026226-C	2/11/2020	03/02/2020
Red Ink Cartridge- VH	20.19	60-445-4505	Postage	1015026226-C	2/11/2020	03/02/2020
Red Ink Cartridge- VH	20.19	01-441-4505	Postage	1015026226-C	2/11/2020	03/02/2020
Total:	80.74	*Vendor Total				
Preventative Maintenance Systems, Inc.						
050200						
Truck #165, #185	82.00	01-445-4511	Vehicle Repair and Maint	213935	2/11/2020	03/02/2020
Total:	82.00	*Vendor Total				
Rubino Engineering, Inc.						
039500						
2018 Road Program- Pavement & Subgrade Te	2,325.00	21-450-4255	Engineering	5793	2/19/2020	03/02/2020
Total:	2,325.00	*Vendor Total				
SBOC						
044490						
2020 Membership Dues- Zabel	75.00	01-441-4390	Dues & Meetings	02172020	2/17/2020	03/02/2020
Total:	75.00	*Vendor Total				
Sign-A-Rama						
029780						
ADA Restroom Signs- VH	163.86	01-445-4520	Public Buildings Rpr & Mtce	INV-14923	2/18/2020	03/02/2020
Total:	163.86	*Vendor Total				
SmithAmundsen LLC						
039030						
Legal Services/ HR	783.00	01-430-4260	Legal	606730-01	2/13/2020	03/02/2020
Legal Services/ HR	108.00	01-430-4260	Legal	606730-02	2/13/2020	03/02/2020
Total:	891.00	*Vendor Total				
Speer Financial, Inc.						
011710						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Continuing Disclosures- Bonds	782.50	01-430-4267	Finance Services	d11/19-30	2/21/2020	03/02/2020
Total:	782.50	*Vendor Total				
Sun Life Financial						
033620						
Dental Insurance- Admin/ Mar 2020	267.93	01-430-4136	Dental Insurance	02132020-01	2/13/2020	03/02/2020
Dental Insurance- CommDev/ Mar 2020	118.43	01-441-4136	Dental Insurance	02132020-02	2/13/2020	03/02/2020
Dental Insurance- PD/ Mar 2020	844.34	01-440-4136	Dental Insurance	02132020-03	2/13/2020	03/02/2020
Dental Insurance- PW/ Mar 2020	395.29	01-445-4136	Dental Insurance	02132020-04	2/13/2020	03/02/2020
Dental Insurance- Water/ Mar 2020	45.74	60-445-4136	Dental Insurance	02132020-05	2/13/2020	03/02/2020
Dental Insurance- Employee/ Mar 2020	1,880.80	01-000-2054	Insurance Employee Reimburse	02132020-06	2/13/2020	03/02/2020
Total:	3,552.53	*Vendor Total				
Superior Asphalt Materials LLC						
031440						
Cold Patch	245.00	01-445-4540	Streets & Alleys Rpr & Mtce	20200066	2/7/2020	03/02/2020
Total:	245.00	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2019607	2/10/2020	03/02/2020
Total:	723.32	*Vendor Total				
Thom Jungels						
039460						
Plumbing Inspections (31)- 1/29 - 2/24	1,085.00	01-441-4276	Inspection Services	02252020	2/25/2020	03/02/2020
Total:	1,085.00	*Vendor Total				
Tri-County						
027350						
Snow Removal- 2/6/20	9,619.50	01-445-4538	Snow Removal	20-01-6662	2/10/2020	03/02/2020
Snow Removal- 2/9/20	3,740.00	01-445-4538	Snow Removal	20-01-6665	2/11/2020	03/02/2020
Snow Removal- 2/12/20	2,325.00	01-445-4538	Snow Removal	20-02-6671	2/17/2020	03/02/2020
Snow Removal- 2/13/20	16,857.50	01-445-4538	Snow Removal	20-02-6672	2/17/2020	03/02/2020
Total:	32,542.00	*Vendor Total				
United Analytical Service, Inc.						
467677						
Asbestos Report- State Str Garage	570.00	01-445-4520	Public Buildings Rpr & Mtce	20071-01F	2/17/2020	03/02/2020
Total:	570.00	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone Jan 13 - Feb 12	36.01	01-430-4652	Phones and Connectivity	9848322654-(2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	66.81	01-440-4652	Phones and Connectivity	9848322654-(2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	50.32	01-445-4652	Phones and Connectivity	9848322654-(2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	104.46	01-430-4652	Phones and Connectivity	9848322655-(2/12/2020	03/02/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Cell Phone Jan 13 - Feb 12	120.58	01-445-4652	Phones and Connectivity	9848322655-C	2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	74.50	60-445-4652	Phones and Connectivity	9848322655-C	2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	64.23	01-441-4652	Phones and Connectivity	9848322655-C	2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	173.97	01-440-4652	Phones and Connectivity	9848322655-C	2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	65.78	01-430-4652	Phones and Connectivity	9848322656-C	2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	104.08	01-445-4652	Phones and Connectivity	9848322656-C	2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	79.31	60-445-4652	Phones and Connectivity	9848322656-C	2/12/2020	03/02/2020
Cell Phone Jan 13 - Feb 12	67.34	01-440-4652	Phones and Connectivity	9848322656-C	2/12/2020	03/02/2020
Total:	1,007.39	*Vendor Total				
Vision Service Plan (IL)						
042720						
Vision- Mar 2020	550.28	01-000-2056	VSP - Employee Contributions	808739530	2/17/2020	03/02/2020
Total:	550.28	*Vendor Total				
Water Resources						
010380						
Meter Reading Device Battery	150.00	60-445-4480	New Meters,rprs. & Rplemnts.	33863	2/17/2020	03/02/2020
Total:	150.00	*Vendor Total				
Water Services						
005990						
Pinpoint Service Leak- WTP	315.00	60-445-4560	Water Studies	30466	2/11/2020	03/02/2020
Total:	315.00	*Vendor Total				
WBK Engineering, LLC						
467655						
Engineering Services - Aurora Pack	443.23	90-000-E248	Aurora Packing Company	02192020	2/19/2020	03/02/2020
Engineering Services - RC Mixed Use	1,591.00	90-000-E056	Randall Crossing Mixed Use	02192020-02	2/19/2020	03/02/2020
Tanner Review & Engineering- Conveyance St	776.00	01-445-4255	Engineering	20934	2/17/2020	03/02/2020
Total:	2,810.23	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint- Feb 2020	200.00	01-430-4512	Website Maintenance	28446	2/3/2020	03/02/2020
Total:	200.00	*Vendor Total				
Weilandt Legal Document Svcs.						
038240						
CE Adjudication	67.50	01-441-4506	Publishing	2020-02209	2/20/2020	03/02/2020
Total:	67.50	*Vendor Total				
Report Total:	196,616.33					

2-Mar-20

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Dale Berman	Aurora Stae of the City Address	Expense	03/03/202	\$ 50.00

TOTAL **\$ 50.00**



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information			
Name: <u>Dale Berman</u>		Event: <u>Aurora State of the city</u>	
Position: <u>Village President</u>		Purpose: <u>Legislative + Networking</u>	
Date From: <u>March 3</u>	Date To: <u>March 3</u>	Method of Travel:	
Destination: <u>Fox Valley Mall - Aurora</u>		Zip Code: <u>60504</u>	
Department: <u>Legislative</u>		GL Account Number: <u>01.410.4390</u>	

Expense Information <small>(Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)</small>				
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	
Transportation To/From Event				Per Diem Rates can be found on gsa.gov The Village uses the total daily federal per diem rates to determine the maximum allowable meals and incidentals charged to an employee's purchasing card. (Receipts are always required) Alcohol is not an eligible expense for reimbursement See part day limits under the excerpt M&E section (flip side)
Lodging				
Transportation During Event				
Registration	<u>50.00</u>			
Meal & Tips / Gratuities				
Miscellaneous				
Describe Miscellaneous:				
TOTAL EXPENSES				

Signatures			
<i>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.</i>			
Estimate Expense Approval			
Employee	<u>Dale Berman</u>	<u>NS</u>	Date <u>2-26-20</u>
Immediate Supv:	_____		Date _____
Executive Asst.:	<u>[Signature]</u>		Date <u>2-26-20</u>
Actual Expense Approval			
Employee	_____		Date _____
Dept. Head:	_____		Date _____
Executive Asst.:	_____		Date _____

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

Village Board Roll Call Vote Approval, If necessary: ☐ YEA ☐ NAY Date _____

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: BATAVIA BOUNDARY AGREEMENT
AGENDA: MARCH 2, 2020 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance Approving a Boundary Line Agreement with the City of Batavia

DISCUSSION

Staff has been working with the City of Batavia on securing another 20-year Boundary Agreement. The City of Batavia borders the Village of North Aurora along the northern limits.

A majority of the land situated between both municipalities includes large tracts of unincorporated properties. While the terms of the current boundary agreement would be status quo, Village staff has expressed interest in including some large tracts of unincorporated properties within the municipal boundary of North Aurora, mainly along the western boundary. While both municipalities have an understanding of the geographic divide, the previous boundary agreement did not include an actual boundary line dividing the territory east of the Fox River. As such, the boundary line will be extended to the east and officially divide territory between North Aurora and Batavia east of the Fox River.

With regard to the western boundary expansion, the City of Batavia has agreed to move the western boundary line north to Seavey Road. As such, an additional ± 804 acres of land would now be on the North Aurora side of the boundary line. Staff notes that a portion of said land is Forest Preserve property and is therefore not considered developable land. The City of Batavia has also agreed to include an additional ± 211 acre area of land north of Seavey Road that could go to either municipality on a first-come, first-served basis. Referred to as the "Option Area," this territory could be annexed to the municipality that first arrives to those properties with the necessary infrastructure and a development petition. Given the size and configuration of the properties located in the Agreement Area, the area could also become a mix of both municipalities. As a stipulation presented by the City of Batavia, any portion of the Option Area that is not annexed by the tenth (10th) anniversary of the Boundary Agreement would then revert back Batavia's side of the boundary line.

Staff presented this item to the Village Board at the January 20, 2020 Committee of the Whole meeting, at which time the Board was supportive of the Agreement.

Attachments:

1. Certificate of Publication
2. Ordinance Approving a Boundary Line Agreement with the City of Batavia

NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENT OF A BOUNDARY
AGREEMENT BETWEEN THE CITY OF BATAVIA AND
THE VILLAGE OF NORTH AURORA

NOTICE is hereby given that the City of Batavia and the Village of North Aurora are proposing an amendment of a previously adopted Boundary Agreement establishing a jurisdictional boundary line between the two municipalities pursuant to the provisions of Section 5/11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) for territory located between the two municipalities and on either side of an east to west line running from Hart Road in Section 35 in Batavia Township on the east to the intersection of Bliss Road and Seavey Road on the west in Section 26 Blackberry Township, all within Batavia and Blackberry Townships, Kane County Illinois, as set forth in greater specificity on a Jurisdictional Boundary Line Map legally described as follows: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY (ROW) LINE OF HART ROAD AND NORTHWEST CORNER OF PARCEL NO. 12-35-100-009; THENCE NORTH ALONG SAID ROW LINE TO THE SOUTH ROW LINE OF WIND ENERGY PASS; THENCE WESTERLY ALONG SAID SOUTH LINE EXTENDED WESTERLY TO THE WEST ROW OF HART ROAD; THENCE NORTHERLY ALONG SAID WEST LINE TO THE SOUTH LINE OF SECTION 26; THENCE WESTERLY ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SECTION 27 TO THE EAST ROW LINE OF ILLINOIS ROUTE 25 (SOUTH RIVER ROAD); THENCE NORTHEASTERLY ALONG SAID ROW LINE TO THE CENTERLINE OF SECTION 27, ALSO BEING A POINT WITHIN BANBURY ROAD; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE SOUTH LINE OF THE NORTH HALF OF SECTION 27; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE CENTER OF WESTERLY CHANNEL OF THE FOX RIVER; THENCE SOUTHWESTERLY ALONG SAID CHANNEL (BEING LOCATED WESTERLY OF ISLANDS 182 AND 183); THENCE FOLLOWING THE CHANNEL SOUTHERLY BETWEEN ISLANDS 177 AND 178; THENCE FOLLOWING THE CHANNEL EASTERLY OF ISLAND 174 TO THE SOUTH LINE OF SECTION 27; THENCE CONTINUING SOUTHERLY ALONG THE MIDDLEPOINT OF THE FOX RIVER TO THE NORTH ROW LINE OF MOOSEHEART ROAD, EXTENDED EASTERLY; THENCE WESTERLY ALONG SAID ROW LINE AND THE NORTH ROW LINE OF ORCHARD ROAD TO THE WESTERLY LINE OF THE NORTHERN ILLINOIS GAS PIPELINE ROW; THENCE NORTHERLY ALONG SAID PIPELINE ROW TO THE NORTH LINE OF ORCHARD ESTATES UNIT 1 AND 2 SUBDIVISIONS; THENCE WESTERLY ALONG THE NORTHERN LINE OF SAID SUBDIVISION TO THE EAST LINE OF AUTUMN RIDGE SUBDIVISION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID AUTUMN RIDGE SUBDIVISION TO THE NORTH LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE EAST ROW LINE OF DEERPATH ROAD; THENCE NORTHERLY ALONG SAID ROW LINE TO THE NORTHERLY LINE OF SEAVEY ROAD; THENCE NORTHWESTERLY TO THE INTERSECTION OF SEAVEY ROAD AND BLISS ROAD, ALL BEING IN THE COUNTY OF KANE, ILLINOIS.

The proposed boundary line agreement, including the Jurisdictional Boundary Line Map, will be considered by the Village Board at a public hearing to be held on Monday, March 2, 2020 at 7:00 p.m. at City Hall Council Chambers, located at 25 E. State Street, North Aurora, Illinois. All interested parties wishing to comment may address the City Council at this meeting and/or may submit written comments to the City Clerk at the address below. The proposed Jurisdictional Boundary Line Agreement and Map referenced herein are available for inspection at the Village of North Aurora Community Development Department, 25 E. State Street, North Aurora, Illinois. DATED: This 24th day of January, 2020.
VILLAGE OF NORTH AURORA
Mike Toff, Community and Economic Development
Director
Published in Daily Herald January 24, 2020 (4539527)

CERTIFICATE OF PUBLICATION
Paddock Publications, Inc.

Fox Valley
Daily Herald

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

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

County(ies) of Kane

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

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 01/24/2020 in said Fox Valley DAILY HERALD.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Danula Baltz
Designee of the Publisher and Officer of the Daily Herald

Control # 4539527

VILLAGE OF NORTH AURORA



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT
WITH THE CITY OF BATAVIA

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 20__

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 20__
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**AN ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT
WITH THE CITY OF BATAVIA**

WHEREAS, staff has negotiated the terms of a new jurisdictional boundary agreement with the City of Batavia to replace the Agreement that will expire soon; and

WHEREAS, staff has given consideration to the natural flow of storm water drainage, the provision of municipal utilities, the existing boundaries that are established by the annexation of properties and future planning, including consideration of single tracts of property having common ownership to be preserved within the jurisdiction of one municipality; and

WHEREAS, the existence of an agreed jurisdictional boundary line will aid in maintaining harmonious relations between the two municipalities, will promote the orderly development of lands lying between the two municipalities and promote the planning of each municipality; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents, businesses and property owners to enter into a new jurisdictional boundary agreement.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The Boundary Line Agreement between the City of Batavia and the Village of North Aurora in the form attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved (the "Agreement").
3. The President and the Clerk are hereby authorized and directed to sign the Agreement in the form attached hereto, and the Community and Economic Development Director or his designee is hereby authorized and directed to take whatever actions are necessary or Appropriate to formalize, maintain and enforce the Agreement with the City of Batavia.
4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2020, A.D.

VILLAGE OF NORTH AURORA

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2020, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2020, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

VILLAGE OF NORTH AURORA

EXHIBIT A

BOUNDARY LINE AGREEMENT
BETWEEN THE CITY OF BATAVIA AND
THE VILLAGE OF NORTH AURORA

BOUNDARY LINE AGREEMENT
BETWEEN THE CITY OF BATAVIA AND
THE VILLAGE OF NORTH AURORA

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the **CITY OF BATAVIA**, a Municipal Corporation located in Kane and DuPage Counties, Illinois (hereinafter referred to as “Batavia”), and the **VILLAGE OF NORTH AURORA**, a Municipal Corporation located in Kane County, Illinois (hereinafter referred to as “North Aurora”). Both Municipalities shall be referred to collectively as the “Communities”.

WITNESSETH:

WHEREAS, North Aurora is the nearest Municipality lying south of Batavia; and

WHEREAS, North Aurora and Batavia have entered into previous boundary line agreements continuously since for many years as amended from time to time; and

WHEREAS, both Communities have adopted official Comprehensive Plans; and

WHEREAS, the Communities desire to enter into a new boundary line agreement and to modify the boundary line between the Communities to coordinate with each Community’s boundary lines with the Village of Sugar Grove so that all of the boundary lines are in harmony with each other; and

WHEREAS, harmonizing the boundary lines is beneficial and in the best interests of Batavia and North Aurora collectively and respectively; and

WHEREAS, the Communities have the authority pursuant to the 1970 Illinois Constitution, Article VII, Section 10, the Illinois Land Resource Management Planning Act, 50 ILCS 805/6, and the Illinois Municipal Code, 65 ILCS 5/11-12-9, to enter into a municipal boundary line agreement; and

WHEREAS, the parties, by this Agreement, have given due consideration to the natural flow of stormwater, drainage, and other practical considerations, including an attempt to include all of a single tract having common ownership within the jurisdiction of one municipality.

NOW, THEREFORE, in consideration of the mutual promises contained herein and upon further consideration of the recitals set forth, it is agreed between North Aurora and Batavia as follows:

1. The recitals set forth above are deemed a part of the terms of this Agreement and are incorporated herein.

2. A boundary line between North Aurora and Batavia for municipal government planning, zoning, and annexation, subdivision control and municipal purposes is hereby established as is described on the map attached hereto and incorporated herein by reference as Exhibit "A", and as set forth in the legal description attached hereto and incorporated herein by reference as Exhibit "B" (the "Boundary Line"), which excludes the territory described on the map attached hereto and incorporated herein by reference as Exhibit "C" and set forth in the legal description attached hereto and incorporated herein by reference as Exhibit "D" (the "Option Area"). Each municipality shall be deemed to have jurisdiction of the land lying on its side of the Boundary Line, excluding the Option Area, which shall be deemed available to either municipality on the terms set forth below.

3. Excluding the Option Area, unless otherwise agreed to in writing by both municipalities, neither municipality shall annex territory that lies within the jurisdiction of the other municipality, as established by the Boundary Line.

4. North Aurora and Batavia shall continue to cooperate in the future with reference to plans for development of unincorporated territory on both sides of the Boundary Line in reference to roadways, storm water control and provisions for other public services. Toward that end, the Communities shall continue to share information with one another in reference to proposed developments in each Community and the unincorporated territory on each side of the Boundary Line.

5. Excluding the Option Area, each Community shall oppose attempts by landowners to annex territory to one Community that is on the other Community's side of the Boundary Line.

6. Either Community may annex parcels within the Option Area on a first come, first served basis, provided that the Community annexing the parcels can serve them with their own utilities. Any portion of the Option Area that is not annexed by the tenth (10th) anniversary of this Boundary Agreement shall thereafter be considered to be on Batavia's side of the Boundary Line, absent any agreement to the contrary that is reduced to writing and approved by both communities.

7. This Agreement is not intended to prohibit or restrict the right of either Community from filing a statutory objection to proposed rezoning within the one and one half (1.5) mile area of its corporate limits.

8. Neither Community shall object to the other Community's request for an amendment of its facilities planning area with respect to land located on the requesting Community's side of the Boundary Line.

9. Following approval of this Boundary Line Agreement by both Communities, the municipal clerks of both Communities shall certify to the adoption of this Boundary Line Agreement, file a certified copy of the Agreement with the Kane County Recorder's Office, and make the same available in their respective municipal offices.

10. The term of this Agreement is twenty (20) years from the date of execution by both Communities, which is the date to be reflected in the introductory section above, and this Agreement may be renewed or extended in writing by the parties as authorized by law.

11. The various provisions of this Agreement are deemed severable such that, if any provision of this Agreement is declared invalid for any reason, the invalidation of any particular provision(s) shall not affect the other provisions of this Agreement, and the other provisions shall be given maximum effect to the extent that they are capable of being applied without the benefit of the invalidated provision(s).

IN WITNESS WHEREOF, the Village of North Aurora has caused its corporate seal to be affixed hereto and has caused its name to be signed to this Agreement by its Village President and attested by its Village Clerk, pursuant to North Aurora Ordinance No. _____ on this ____ day of _____, 2020.

VILLAGE OF NORTH AURORA, ILLINOIS

By: _____
Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

IN WITNESS WHEREOF, the City of Batavia has caused its corporate seal to be affixed hereto and has caused its name to be signed to this Agreement by its Mayor and attested by its City Clerk, pursuant to Batavia Ordinance No. _____ on this ____ day of _____, 2020.

CITY OF BATAVIA

By: _____
Jeffrey Schielke, Mayor

ATTEST:

Ellen Posledni, City Clerk

EXHIBIT A

Boundary Line Map

North Aurora - Batavia Boundary Line Map

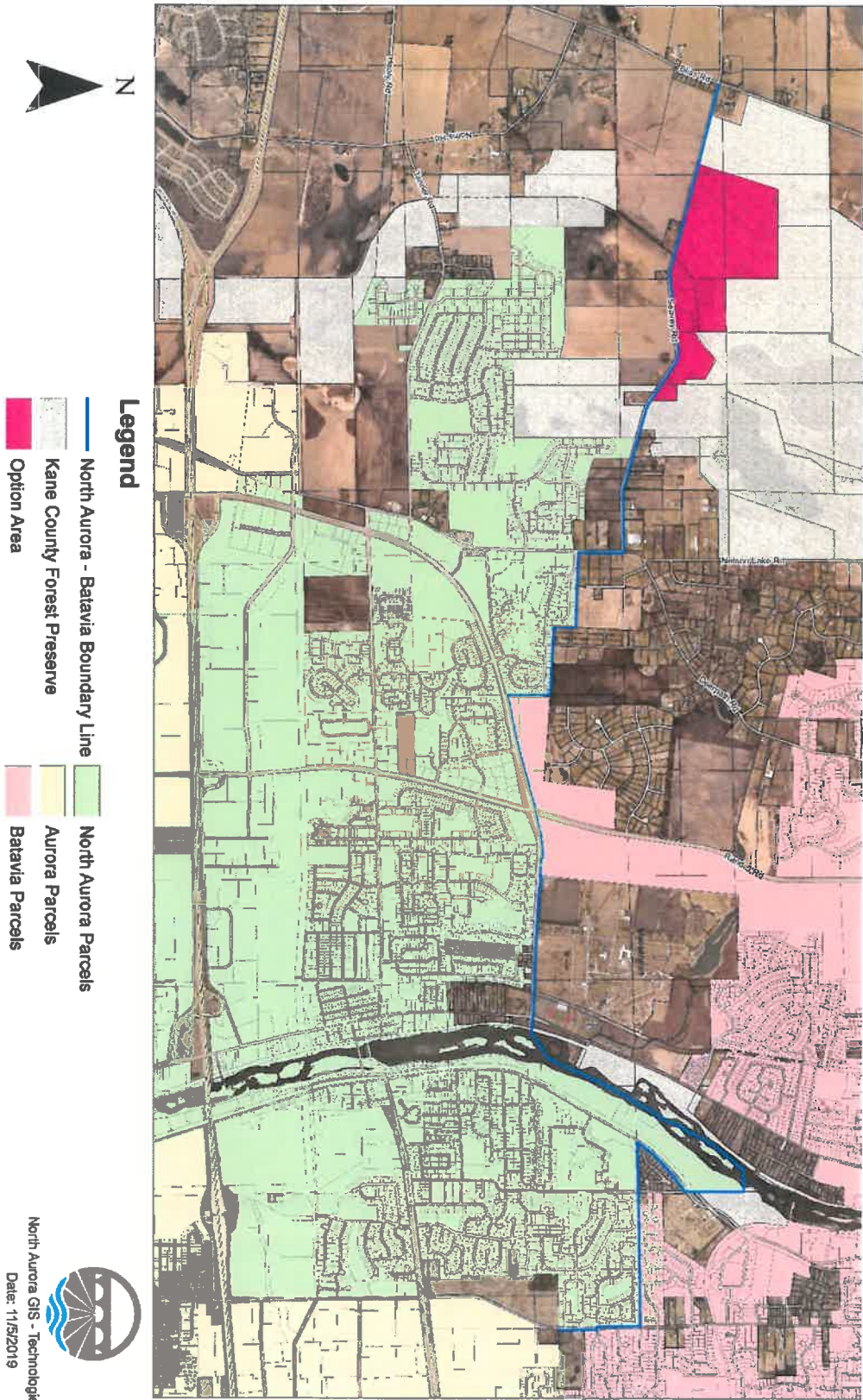


Exhibit B

Boundary Line Legal Description

Beginning at the intersection of the east right-of-way (ROW) line of Hart Road and northwest corner of Parcel No. 12-35-100-008; thence north along said ROW line to the south ROW line of Wind Energy Pass; thence westerly along said south line extended westerly to the west ROW of Hart Road; thence northerly along said west line to the south line of Section 26; thence westerly along said south line and the south line of Section 27 to the east ROW line of Illinois Route 25 (South River Road); thence northeasterly along said ROW line to the centerline of Section 27, also being a point within Banbury Road; thence northerly along said centerline to the south line of the north half of Section 27; thence westerly along said south line to the center of westerly channel of the Fox River; thence southwestly along said channel (being located westerly of Islands 182 and 180); thence following the channel southerly between Islands 177 and 178; thence following the channel easterly of Island 174 to the south line of Section 27; thence continuing southerly along the midpoint of the Fox River to the north ROW line of Mooseheart Road, extended easterly; thence westerly along said ROW line and the north ROW line of Orchard Road to the westerly line of the Northern Illinois Gas Pipeline ROW; thence northerly along said Pipeline ROW to the north line of Orchard Estates Unit 1 and 2 subdivisions; thence westerly along the northern line of said subdivision to the east line of Autumn Ridge subdivision; thence northerly along the east line of said Autumn Ridge subdivision to the north line thereof; thence westerly along said northerly line to the east ROW line of Deerpath Road; thence northerly along said ROW line to the northerly line of Seavey Road; thence northwesterly to the intersection of Seavey Road and Bliss Road, all being in the County of Kane, Illinois.

EXHIBIT C

Map of the Option Area

North Aurora - Batavia Option Area Map

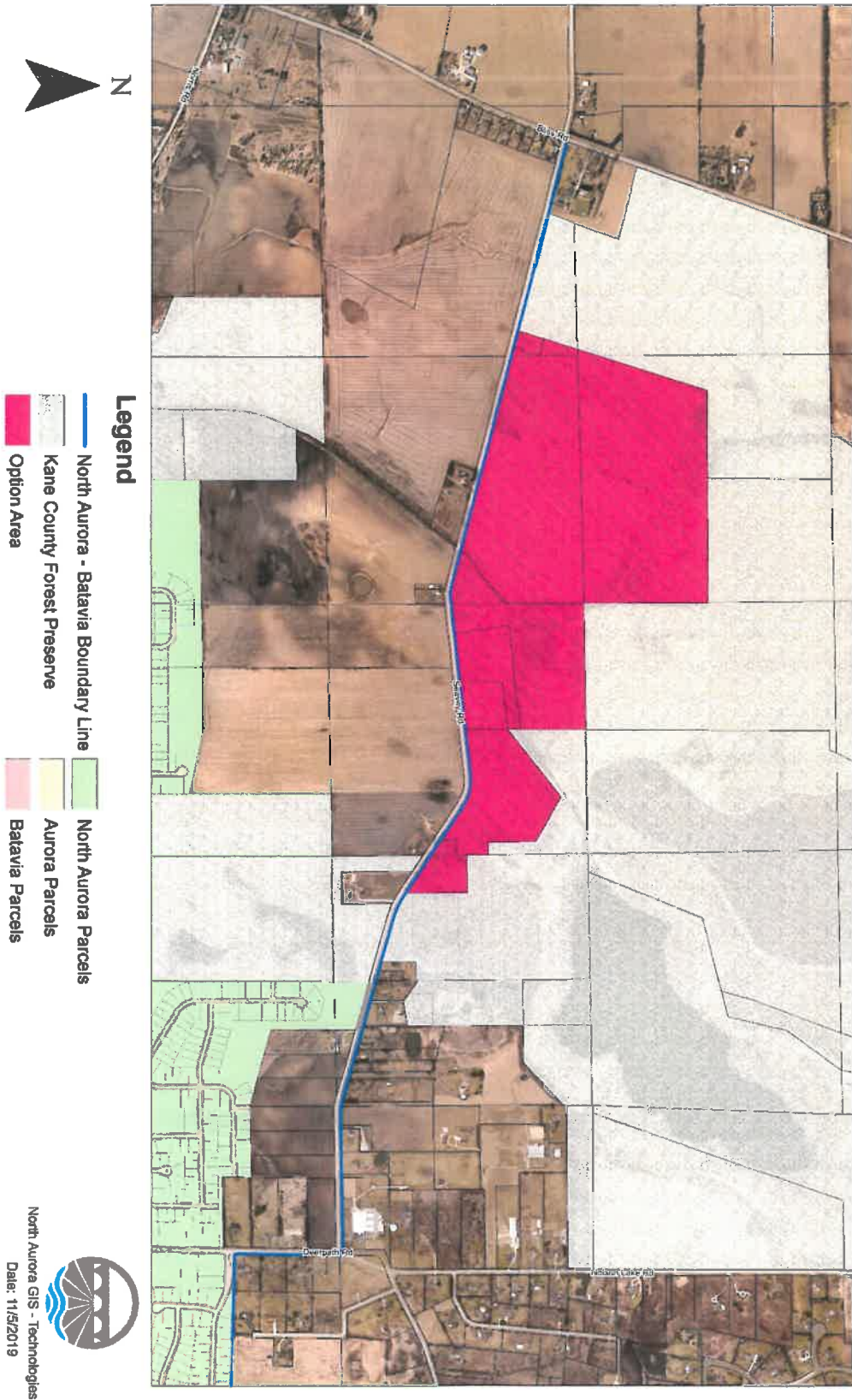


Exhibit D

Legal Description of Batavia-North Aurora Boundary "Option Area"

Beginning at a point on the north line of Seavey Road located 275.98 feet westerly of the north-south centerline of Section 26, Township 39 North, Range 7 East of the Third Principal Meridian, Kane County, Illinois; thence northeasterly 2,082.25 feet to a point that is 2,235.07 feet westerly of the east line of Section 26 and 1305 feet southerly of the north line of Section 26; thence east 2,235.07 feet to the east line of Section 26; thence south 1310.52 feet to a point along said east Section line; thence east 1,335.75 feet to the northwest corner of the property described in Document 94K089116 recorded December 9, 1994; thence southerly 812.87 feet along the west line of said property to the southwest corner thereof; thence northeasterly 903.17 feet to a point along the south property line of said property also being a point 269 feet south of east-west centerline of Section 25; thence southeasterly 540 feet along the south property line of said property; thence south 500 feet south to a point 131.06 feet west of the north-south centerline of Section 25 to a southwesterly corner of said property; thence east 131.06 feet along the south line of said property to the west line of the property described in Document 95K020640 recorded April 17, 1995, said line also being the north-south centerline of Section 25; thence south to a point 224.85 feet south along the west line of said property to a point on a south line of said property; thence east to a point 399.20 feet east to the west line of said property; thence south along the west line of said property 657.71 feet to the north line of Seavey Road; thence northwesterly and westerly along said north line to the point of beginning, all in Sections 25 and 26, Township 39 North, Range 7 East of the Third Principal Meridian, Kane County, Illinois.

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: PETITION 20-02: AURORA PACKING COMPANY REDEVELOPMENT
AGENDA: MARCH 2, 2020 REGULAR VILLAGE BOARD MEETING

ITEMS

Ordinance granting a Special Use for a Planned Unit Development for the properties located at 125 and 149 S. Grant Street, North Aurora (Aurora Packing Inc.)

DISCUSSION

Aurora Packing is proposing a five-phase redevelopment plan where they would construct an entirely new facility, demolish the existing facility, establish adequate parking in place of the current facility and clean up the area where they are currently parking. Aurora Packing will also be acquiring, renovating and connecting the buildings located directly south to create a unified campus that would include all properties between Grant Street and South Street between the east bank of the Fox River and the BNSF right of way. The petitioner originally presented the concept plan to the Village Board on October 21, 2019.

Per the Zoning Ordinance, Meat Packing, Including Slaughtering, is classified as a permitted use in the I-3 Central Industrial District. The following items are being requested of the Village:

- **Special use to allow a Planned Unit Development.** Any nonresidential or multiple-family parcel, or parcels of land two acres or more in size shall be required to be a planned unit development.
- **Landscaping tree deviation.** According to the submitted landscape plan, 336 trees would be required on site whereas only roughly 200 could realistically be provided.
- **Easement encroachment.** Two small segments of the proposed building are being proposed in the area that is the vacated portion of Grant Street, which contains the Village's easement rights.
- **Parking on Village property.** Village approval would be needed to allow parking on a small portion of Village property, which would accommodate seven (7) ADA parking spaces. The parking spaces would be fully improved and installed at the expense of the property owner. Condition I of the PUD Ordinance requires allows for parking on the Village property with a written license or lease agreement as a condition prior to the issuance of a building permit.
- **Site plan approval.** As the proposed phase plan includes an addition that is greater than twenty-five percent of the total square footage of an existing structure, site plan review approval is required.
- **Plat of consolidation.** The Aurora Packing campus is currently comprised of fourteen (14) separate parcels. As such, a Plat of Subdivision is being proposed to consolidate the fourteen (14) separate parcels into two lots.

A public hearing was later held before the Plan Commission at their February 4, 2019 meeting. The Plan Commission discussed the on-site operations with the petitioner. The Plan Commission unanimously recommended approval of the site plan approval, plat of consolidation and special use, subject to the conditions listed in the staff report.

The petition was again brought back to the Village Board at their February 17, 2020 Committee of the Whole meeting for discussion. After a brief presentation by the petitioner, the Board reiterated their support for the project.

Attachments

- 1) Staff report to the Plan Commission
- 2) Special Use application packet, submitted by Aurora Packing, Inc., dated December 13, 2019.
- 3) Ordinance granting a Special Use for a Planned Unit Development for the property located at 125 S. Grant Street, North Aurora (Aurora Packing Inc.)

**STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR**

GENERAL INFORMATION

Meeting Date: February 4, 2020

Petition Number: #20-02

Petitioner: Aurora Packing, Inc.

Requests: 1) Special Use - Planned Unit Development with deviations 2) Site Plan Approval 3) Plat of Consolidation

Parcel Number(s): 15-03-301-015, -016, -017, -018, -019, -020, -021, -022, -023, -028, -029, -030, -031 and 15-04-429-004.

Size: 12.6 acres

Current Zoning: I-3 Central Industrial District



Contiguous Zoning: North: R-2 Single Family Residence District, South: I-2 General Industrial District, East: Not Applicable – BNSF Right of Way, West: Not Applicable -- Fox River

Current Land Use: Meat Packing, Including Slaughtering Facility; Warehousing

Comprehensive Plan Designation: 'Heavy Industrial'

BACKGROUND

For decades, Aurora Packing has operated as a slaughterhouse and meat packing facility. They are proposing a five-phase redevelopment plan where they would construct an entirely new facility, demolish the existing facility, establish adequate parking in place of the current facility and clean up the area where they are currently parking. Aurora Packing will also be acquiring, renovating and connecting the buildings located directly south to create a unified campus that would include all properties between Grant Street and South Street between the east bank of the Fox River and the BNSF right of way.

REQUESTED ACTIONS

Special Use –Planned Unit Development with deviations

Per Section 17.5.4 of the Zoning Ordinance, any nonresidential or multiple-family parcel, or parcels of land two acres or more in size shall be required to be a planned unit development. Per the Zoning Ordinance, *Meat Packing, Including Slaughtering* is classified as a permitted use in the I-3 Central Industrial District.

For reference purposes, the following table illustrates the yard and bulk regulations of the I-3 Central Industrial District:

Yard & Bulk Regulations	I-3
BULK REGULATIONS	
Lot Area, Minimum	None
Lot Width, Minimum	None
Building Height, Maximum	None
YARD REGULATIONS	
Front Yard, Minimum	10 ft
Front Yard Minimum Abutting Residential or Business District	40 ft
Rear Yard, Minimum	15 ft
Rear Yard, Minimum Abutting Residential or Business District	45 ft
Interior Side Yard, Minimum	None
Interior Side Yard, Minimum Abutting Residential or Business District	45 ft
Corner Side Yard, Minimum	25 ft
Floor Area Ratio (FAR)	None

Building Setbacks

The table above illustrates the yard and bulk regulations required of the I-3 Central Industrial District. The configuration of Aurora Packing's campus boundaries are atypical in that there is no clearly defined front, rear and side yards. Section 17.2.4 of the Zoning Ordinance grants authority to the Community Development Director *to receive, review and make decisions on zoning interpretations*. The table below illustrates the yard interpretation provided by the Community Development Director. Staff notes that a deviation is unnecessary as the proposed setbacks do not conflict with the district setback requirements, as interpreted by the Community Development Director.

Adjacent Property Line	Proposed Distance (Closest to Adjacent Property Line)	Yard Determination	Setback Determination
North	±822'	Front (Abutting Residential)	40'
South	49.82'	Rear	15'
East	8.34'	Interior Side	None
West	35.16'	Corner Side	25'

Landscaping Trees (Deviation Required)

Section 14.5.B.3 of the Zoning Ordinance requires shade trees to be provided for manufacturing, warehouse and distribution developments at a minimum of one tree per one thousand (1,000) square feet of total lot area, minus the area of the building. According to the submitted landscape plan, 336 trees would be required on site whereas only roughly 200 could realistically be provided. While the overall pervious area will be increased with the proposed plan, the overall impervious area of the final site would be an estimated 87% of the site, which does not leave sufficient greenspace for 336 trees. Staff finds the proposed landscape plan to adequately address on-site landscaping.

Easement Encroachment (Village Approval Required -- Easement)

In 2014, it was determined that the portion of Grant Street, along which 149 Grant Street is located, was not useful for public road purposes. As such, the Village Board approved the vacation of that portion of Grant Street. As part of the Vacation Agreement, the Village reserved an easement in, over, along, and under said portion of Grant Street for the purpose of maintaining, renewing and reconstructing any and all public service facilities which existed.

Two small segments of the proposed building are being proposed in the area that is the vacated portion of the Grant Street, which contains the Village's easement rights. As such, Village approval is needed to allow a portion of the proposed building in that area.

Off Site Parking (Village Approval Required – Village Property)

Section 13.5.6.B of the Zoning Ordinance requires parking for nonresidential uses to be located on the same lot as, or within six hundred (600) feet walking distance of, the building or use served. Off-street parking accessory to a nonresidential use shall not be located in a residential zoning district.

The proposed plan includes sixteen (16) off-street parking spaces and seven (7) ADA parking spaces adjacent to the main business entrance located on the west side of the building. One (1) off-street parking space and the seven (7) ADA parking spaces would be located on Village-owned property, which is currently being used as parking and trailer storage. Village approval would be needed to allow the proposed parking on the Village's property, which is located in the I-2 General Industrial District. Staff notes that the Village-owned property would contain all of the ADA parking spaces for the business, being the closest in proximity to the front entrance.

As there are a total of 333 parking spaces being proposed, eight (8) accessible parking spaces shall be provided. The proposed plans states that eight (8) accessible spaces are to be provided, but only illustrates seven (7).

SITE PLAN APPROVAL

Per Section 17.4.4(B) of the Zoning Ordinance, site plan review shall be required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved or an addition to said uses that constitutes more than twenty-five (25) percent of total square footage of an existing structure. As the proposed phase plan includes an addition that is greater than twenty-five percent of the total square footage of an existing structure, site plan review approval is required.

PLAT OF CONSOLIDATION

The Aurora Packing campus is currently comprised of fourteen (14) separate parcels. As such, a Plat of Subdivision is being proposed to consolidate the fourteen (14) separate parcels into two lots. Lot 1 would include the main campus (12.348 acres) and Lot 2 would include the orphaned parcel (0.245 acres) in ownership of Aurora Packing. Staff notes that Lot 2 is currently being used as parking for Aurora Packing. As Lot 2 is not illustrated on the restoration plan, a condition of approval will require that any parking surfaces be removed and the lot be planted with grass and maintained as open space. Said Preliminary Plat of Subdivision has been included in the application and a Final Plat of Subdivision will be provided at Final Engineering. As part of this request, final plat consideration is being requested.

FINDINGS

The Community Development Department finds that the information presented **meets** the Standards for Special Use as submitted by the petitioner, made part of this petition and as set forth in the Zoning Ordinance. Additionally, the proposed site plan meets site plan review standards of the North Aurora Zoning Ordinance. Based on the above considerations, staff recommends that the Plan Commission make the following motion recommending **approval** of Petition #20-02, subject to the following conditions:

1. A minimum of eight (8) accessible parking spaces shall be provided at all times.
2. The parking surface located on the proposed Lot 2 shall be removed and the remaining area be planted with grass.
3. Truck access shall be limited to the southern portion of the subject property and take access to/from South Street.
4. Construction parking shall be contained within the subject property or accommodations shall be made to transport workers to/from the site from an approved off-site location.
5. Construction traffic shall not impede on the ability of the Village and Fire Protection District to provide emergency services.
6. Outdoor storage shall be limited to vehicles, trailers and equipment. The outdoor storage of junk, garbage, waste, refuse, raw or finished materials, landscape materials or any hazardous, flammable or toxic materials shall be strictly prohibited.
7. All fencing and/or screening shall be properly maintained, sound and in good repair.

8. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.

APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA
Board of Trustees
25 East State Street
North Aurora, IL 60542

PETITION NO. 20-02

FILE NAME Aurora Packing, Inc

DATE STAMP

RECEIVED

DEC 13 2019

**VILLAGE OF
NORTH AURORA**

I. APPLICANT AND OWNER DATA

Name of Applicant AURORA PACKING, INC.

Applicant Address 125 S. GRANT STREET

Applicant Telephone # 630-897-0551

Email Address dtanis@aurorapacking.com

Property Owner(s) AURORA PACKING, INC FGMM PROPERTIES LLC

Owner Address 125 S. GRANT STREET 125 S. GRANT STREET

Owner Telephone # 630-897-0551 630-897-0551

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 125 S. GRANT STREET & 149 S. GRANT STREET
(indicate location if no common address)

Legal Description: See Attached

Parcel Size 12.593 acres

Present Use INDUSTRIAL
(business, manufacturing, residential, etc.)

Present Zoning District I-3 CENTRAL INDUSTRIAL DISTRICT
(Zoning Ordinance Classification)

III. PROPOSED SPECIAL USE

Proposed Special Use I-3 SPECIAL USE P.U.D.
(Zoning Ordinance Classification)

Code Section that authorizes Special Use 5-4

Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? NO

If so, when? _____ to what district? _____

Describe briefly the type of use and improvement proposed THE PROPOSED USE FOR THE ENTIRE PROPERTY WILL BE A USE THAT CURRENTLY EXISTS AT 125 S. GRANT STREET, i.e., SLAUGHTERING AND MEAT PACKING. THE P.U.D WILL ENCOMPASS ALL PROPERTY CURRENTLY USED BY AURORA PACKING AT 125 S. GRANT STREET AS WELL AS THE PROPERTY USED BY WINCO PLASTICS AT 149 S. GRANT STREET THAT AURORA PACKING HAS PURCHASED.

What are the existing uses of property within the general area of the Property in question? FOX RIVER TO THE WEST, I-2 SPECIAL USE FOR MINING ACROSS ROUTE 25 TO THE EAST, REAGAN MEMORIAL TOLLWAY (I-88) AND I-2 INDUSTRIAL TO THE SOUTH & R-2 TO THE NORTH WITH SEPARATION BY A COMED TRANSMISSION LINE.

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) YES. THE COMPLETE REDEVELOPMENT OF THE PROPERTY, INCLUDING CONSTRUCTION OF A NEW FACILITY AND DEMOLITION OF THE EXISTING, ALONG WITH SIGNIFICANT PROPERTY IMPROVEMENT AND RESUBDIVISION OF THE PROPERTY. PRE-DEVELOPMENT CONFERENCES WITH VILLAGE STAFF HAVE ALSO CONFIRMED THIS NEED.

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards: RESPONSES INSERTED BELOW

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.

THE EXISTING USES OF THE PROPERTY ARE PERMITTED USES, BUT THE REDEVELOPMENT WILL REQUIRE SPECIAL USE PERMITTING DUE TO THE DEVELOPMENT STANDARDS REQUESTED BY BOTH THE APPLICANT AND THE VILLAGE

2. The proposed special use is deemed necessary for the public convenience at that location.

BASED ON CONFERENCES WITH VILLAGE STAFF, IT HAS BEEN DETERMINED BY THE APPLICANT AND THE VILLAGE THAT A P.U.D. SPECIAL USE PROCESS WILL BENEFIT ALL.

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services and will be beneficial to the economic welfare of the community.

THE PROPOSED SPECIAL USE WILL ALLEVIATE CURRENT IMPACTS TO THE BANKS OF THE FOX RIVER and FOX VALLEY PARK DISTRICT PROPERTY AND ADD TO THE ECONOMIC WELFARE OF THE VILLAGE BY CREATING A LONG TERM, NEW FACILITY THAT PROVIDES JOBS, JOB SECURITY AND TAX REVENUE TO THE VILLAGE.

4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

EXCEPT FOR THE EXCEPTIONS TO CODES AND ORDINANCES OF THE VILLAGE THAT ARE SPECIFICALLY LISTED IN THE ATTACHED SUMMARY, THE PROPOSED REDEVELOPMENT OF THE ENTIRE SITE WILL MEET VILLAGE CODES, STANDARDS AND APPLICABLE REGULATIONS.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

THE EXISTING CHARACTER OF THE VICINITY IS CURRENTLY PREDOMINATED BY THE "OLD" AURORA PACKING FACILITY AND HAPHAZARD USE OF THE SURROUNDING PROPERTY OF THE OWNER. THE PROPOSED P.U.D. SPECIAL USE WILL BE COMPATIBLE SINCE THE USE IS NOT CHANGING AND THE APPEARANCE OF THE NEW FACILITY WILL BE MORE HARMONIOUS WITH THE SURROUNDING AREA WITH A NEW BUILDING, REMODELING OF THE WINCO PLASTICS FACILITY, DEMOLITION OF THE OLD AURORA PACKING FACILITY AND CONSTRUCTION OF NEW EMPLOYEE AND VISITOR PARKING FACILITIES IN ACCORDANCE WITH VILLAGE CODE REQUIREMENTS.

6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

SINCE THE USE OF THE PROPERTY IS NOT CHANGING FROM THE PERMITTED CURRENT USES, THE REQUESTED P.U.D. SPECIAL USE WILL NOT DIMINISH THE SAFETY, USE, ENJOYMENT AND VALUE OF OTHER PROPERTY IN THE AREA. THE REDEVELOPMENT OF THIS SITE WILL REMOVE ALL PARKING AREAS CURRENTLY LOCATED ON PROPERTY OWNED BY FOX VALLEY PARK DISTRICT AND ENABLE FUTURE RIVERBANK DEVELOPMENT BY FVPD IF THEY DEEM IT APPROPRIATE.

7. The proposed special use is compatible with development on adjacent or neighboring property.

SINCE THE USE OF THE PROPERTY IS NOT CHANGING FROM THE PERMITTED CURRENT USES, THE REDEVELOPMENT OF THE SITE AS REQUESTED BY THE P.U.D. APPLICATION WILL BE MORE COMPATIBLE WITH USES ON ADJOINING PROPERTY.

8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

THE PROPOSED TRAFFIC CIRCULATION PLAN IS INTENDED TO UTILIZE PRIMARILY THE SOUTH ENTRANCE TO THE SITE FOR TRUCK OPERATIONS AND THE NORTH SIGNALIZED ACCESS FOR EMPLOYEE TRAFFIC. THE USE OF THE SOUTH ENTRANCE WHICH DOES NOT PERMIT LEFT TURN MOVEMENTS ONTO ILLINOIS ROUTE 25 FROM S. GRANT STREET WILL NOT BE ALTERED, KEEPING THE SAFETY CONDITIONS AT THIS LOCATION UNCHANGED. IT IS FURTHER ANTICIPATED THE MAXIMUM INCREASE IN EMPLOYMENT AT THE FACILITY (150 new, 300 existing), WITH FACILITY HOURS OF 6 A.M. to 6 P.M. DUE TO THE WORK PERIOD HOURS OF THE FACILITY NOT COINCIDING WITH PEAK A.M. AND P.M. TRAFFIC ON THE ADJOINING ROAD NETWORK, DEGRADATION OF THE LEVEL OF SERVICE AT THE ACCESS POINTS TO THIS FACILITY IS NOT ANTICIPATED.

9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

THE PROPOSED P.U.D. SPECIAL USE IS PROVIDING THE REQUIRED NUMBER OF PARKING SPACES, ADA SPACES, ACCESSIBILITY ROUTES AND IS EXCEEDING THE NUMBER OF LOADING SPACES DUE TO THE REQUIREMENTS OF THE OPERATION.

10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

THE CURRENT USES ON THE ENTIRE SITE ARE PRESENTLY SERVED BY ADEQUATE UTILITIES AND ALL OTHER NECESSARY FACILITIES. CURRENT AND PROPOSED ROAD ACCESS IS DISCUSSED IN ITEM 8 ABOVE. UTILITY IMPROVEMENTS WILL BE PROVIDED TO THE VILLAGE'S WATER SYSTEM BY REPLACEMENT OF 1,400 OF EXISTING 6" WATER MAIN WITH THE SAME LENGTH OF 12" WATER MAIN AS REQUESTED BY THE VILLAGE. SINCE THE REDEVELOPMENT OF THIS SITE WILL RESULT IN A DECREASE OF THE EXISTING IMPERVIOUS AREAS, STORMWATER DETENTION AND STORMWATER BEST MANAGEMENT PRACTICES ARE NOT REQUIRED. HOWEVER, MEASURES ARE BEING PROPOSED TO PROVIDE WATER QUALITY IMPROVEMENTS TO THE SITE STORMWATER RUNOFF.

11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

EXCEPT FOR THE EXCEPTIONS TO CODES AND ORDINANCES OF THE VILLAGE THAT ARE SPECIFICALLY LISTED IN THE ATTACHED INFORMATION, THE PROPOSED REDEVELOPMENT OF THE ENTIRE SITE WILL MEET VILLAGE CODES, STANDARDS AND APPLICABLE REGULATIONS.

IV CHECKLIST FOR ATTACHMENTS

The following items are attached here to and made a part hereof:

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
ATTACHED.
2. Legal Description of the subject property(s).
ATTACHED.
3. Illinois Land Surveyor's plat of survey.
PRELIMINARY PLAT OF SUBDIVISION PROVIDED IN LIEU OF.
4. Site Plan illustrating all existing and proposed improvements.
ATTACHED SITE PLAN, PHASING PLAN, PRELIMINARY ENGINEERING, PRELIMINARY GRADING, PRELIMINARY LANDSCAPING AND PRELIMINARY BUILDING ELEVATIONS.
5. Statement and supporting data regarding Standards for Special Uses (above).
ANSWERS TO SPECIAL USE STANDARDS INSERTED ABOVE.
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
SUBMITTED UNDER SEPARATE COVER.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
VILLAGE STAFF HAS DETERMINED AN INITIAL ESCROW DEPOSIT OF \$10,000 WILL BE REQUIRED. TO BE SUBMITTED UNDER SEPARATE COVER.
8. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's [EcoCat](#) online application.
CONSULTATION TERMINATED LETTER ATTACHED.
9. Visit the Kane DuPage Soil and Water Conservation District's website www.kanedupageswcd.org for a Land Use Opinion Application
K-DSWCD LAND USE OPINION ATTACHED.

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending United States mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Donald R. Jris
Applicant or Authorized Agent

12-10-19
Date

Yes / [Signature]
Owner

12-10-19
Date

SEE ATTACHED SPREADSHEET

MAILING ADDRESS

Applicant Signature

Date 12-11-2019

Before me this 11th day of December, 2019

Notary Public



Aurora Packing, Inc. PUD Application
SUBJECT PROPERTIES AND ADJOINERS

SUBJECT PROPERTY PINs	SUBJECT PROPERTIES OWNERSHIP	VESTING DEED
15-03-301-016	FGMM PROPERTIES LLC, DON TANIS PO BOX 209 NORTH AURORA, IL, 60542-0209	2016K000680
15-03-301-016	FGMM PROPERTIES LLC, DON TANIS PO BOX 209 NORTH AURORA, IL, 60542-0209	2016K000680
15-03-301-017	AURORA PACKING CO, 125 GRANT ST NORTH AURORA, IL, 60542-1603	90K12222
15-03-301-018	AURORA PACKING CO, 125 GRANT ST NORTH AURORA, IL, 60542-1603	1944963
15-03-301-019	AURORA PACKING CO, 125 GRANT ST NORTH AURORA, IL, 60542-1603	1112554
15-03-301-020	AURORA PACKING CO, 125 GRANT ST NORTH AURORA, IL, 60542-1603	1131794
15-03-301-021	AURORA PACKING CO, 125 GRANT ST NORTH AURORA, IL, 60542-1603	1494172
15-03-301-022	FGMM PROPERTIES LLC, DON TANIS PO BOX 209 NORTH AURORA, IL, 60542-0209	2016K000680
15-03-301-023	FGMM PROPERTIES LLC, DON TANIS PO BOX 209 NORTH AURORA, IL, 60542-0209	2016K000680
15-03-301-028	FGMM PROPERTIES LLC, DON TANIS PO BOX 209 NORTH AURORA, IL, 60542-0209	2016K000679
15-03-301-029	AURORA PACKING CO, 125 GRANT ST NORTH AURORA, IL, 60542-1603	2019K051172
15-03-301-030	FGMM PROPERTIES LLC, DON TANIS PO BOX 209 NORTH AURORA, IL, 60542-0209	2016K000679
15-03-301-031	AURORA PACKING CO, 125 GRANT ST NORTH AURORA, IL, 60542-1603	2019K051172
15-04-429-004	FGMM PROPERTIES LLC, DON TANIS PO BOX 209 NORTH AURORA, IL, 605420209	2016K000680

ADJOINING PROPERTY PINs Within 250' exclusive of R.O.W.	ADJOINING PROPERTIES OWNER(S) PER TAX RECORDS
15-04-429-002	AMERICAN NATIONAL BANK & TRUST TRUST: 300-281-04 c/o JOE MARCONI 9 S BATAVIA AVE BATAVIA, IL, 60510-2448
15-04-429-003 15-03-302-004 15-03-302-009	COMMONWEALTH EDISON CO 3 LINCOLN CTR FL 4 OAKBROOK TERRACE, IL, 60181-4204
15-03-351-002, 15-04-429-006 15-04-429-003, 15-04-429-001 15-04-429-004, 15-04-429-005 15-10-101-002, 15-04-277-004 15-10-152-017	FOX VALLEY PARK DISTRICT 101 W ILLINOIS AVE AURORA, IL, 60506-5889
15-03-351-002, 15-10-152-001 15-10-152-017, 15-10-152-018	VILLAGE OF NORTH AURORA 25 E STATE ST NORTH AURORA, IL, 60542-1884
15-10-101-006	ROCK RIVER CORPORATION TERRENCE MULLIGAN 18 HILLCREST DR SUGAR GROVE, IL 60554-8180
15-03-301-024, 15-03-501-001 15-03-501-003, 15-04-501-010 15-04-501-01, 15-10-501-001	BURLINGTON NORTHERN RAILROAD c/o PROPERTY TAX DEPARTMENT PO BOX 981089 FORT WORTH, TX 76181-0089
15-10-125-002	HEARTLAND RECYCLING-AURORA CCDD LLC JOSEPH VALINI, MGR 213 METTEL RD AURORA, IL, 60505-7000
15-03-302-007, 15-03-302-011 15-03-302-013, 15-03-302-015 15-03-303-001, 15-03-303-002 15-03-303-003, 15-03-303-004 15-03-303-005, 15-03-303-006 15-03-303-007, 15-03-303-008 15-03-303-009, 15-03-326-004,	CONCO WESTERN STONE COMPANY LAFARGE NORTH AMERICA, LAND DEPT 8700 W BRYN MAWR AVE STE 300 CHICAGO, IL, 60631-3640

AFFIDAVIT OF SIGN POSTING

To: Village of North Aurora
25 East State Street
North Aurora, Illinois 60542-1684

From: John T. Whitehouse
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554-9595

Date: January 17, 2020

Re: Petition Number 20-02

The undersigned, being first duly sworn on oath, deposes and says that the attached photographs were taken by me following the Notice of Public Hearing sign posting on January 17, 2020 at the 6 locations numbered on the attached maps. Said sign posting is at least fifteen (15) days but not greater than thirty (30) days in advance of the hearing date of February 4, 2020.

Further, this Affiant sayeth naught.

By: 

John T. Whitehouse

SUBSCRIBED and SWORN to before
me this 17th day of January, 2020.


NOTARY PUBLIC



SEE ATTACHED MAPS FOR SIGN LOCATIONS
SIGN LOCATION 1



SIGN LOCATION 2



SIGN LOCATION 3



SIGN LOCATION 4



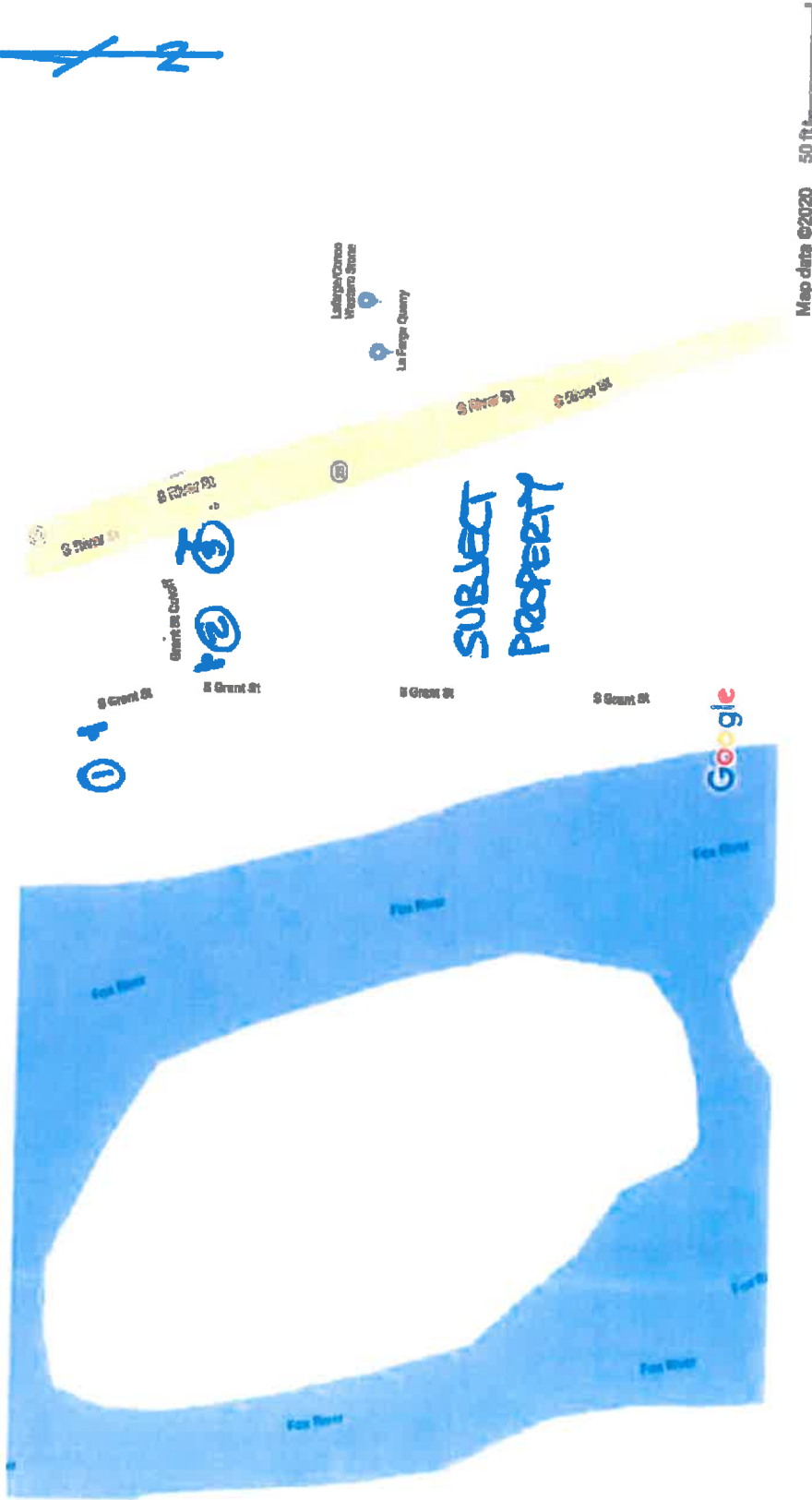
SIGN LOCATION 5



SIGN LOCATION 6







1 2

Aurora Packing Company, Inc.
New Plant Project

Aurora Packing Company is planning to construct a brand new facility adjacent to our existing plant. This proposed facility will provide expanded capacity, improved efficiencies, better product quality, and new market opportunities. Employment levels are expected to increase by 150 full-time employees.

The total capital outlay for this project is anticipated to be approximately \$75 million. Of this total, \$50 million will be dedicated to the structure and permanent fixtures with the remaining \$25 million going towards machinery and equipment.

Shinnosuke Murakami
President

Yuki Kurata
Chief Operating Officer



Engineering Enterprises, Inc.

December 11, 2019

Village President and Board of Trustees
Village of North Aurora
25 East State Street
North Aurora, IL 60542-1684

Subject: P.U.D. Special Use Request of Aurora Packing, Inc. for Redevelopment of Property at 125 and 149 S. Grant Street, North Aurora, Kane County, IL

Dear President and Board of Trustees:

Please accept this letter as an introduction to the proposed redevelopment of the subject property that is the subject of a P.U.D. Special Use application to the Village.

As you are aware, this re-development has been contemplated for some time and following preliminary meetings with your very helpful staff, Aurora Packing, Inc. has purchased the Winco Plastics facility at 149 S. Grant Street and will be redeveloping the entire 12.6 acres they now own.

Re-Development Plan

The new slaughtering and meat packing facility, with increased production capacity, will be constructed on the current parking area between the two main structures, connecting to the Winco Plastics building which will be fully remodeled and used for refrigeration and warehousing. During that remodeling, the current operations of Aurora Packing will remain active.

Upon completion of the new construction, all operations will be transferred to the new facility and the old structure of Aurora Packing will be demolished. The area occupied by the existing building will be re-developed into the employee parking facility.

The demolition and re-development of the site will include removing all existing improvements from property owned by the BNSF and Fox Valley Park District that is currently use for existing operations.

Re-Development Benefits

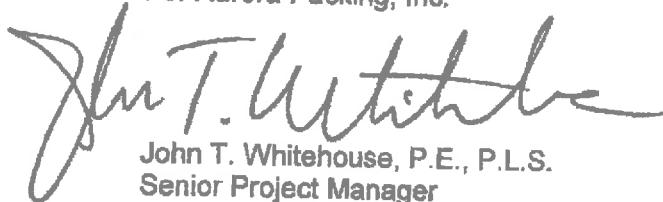
The re-development of this entire site which is now occupied by two companies will offer many benefits to the immediate area and the Village of North Aurora, including but not limited to:

- Clean up of the entire site with new buildings
- Stabilized and increased EAV, real estate tax revenue and employment
- Facade improvements to the existing Winco Plastics building
- Reduction in the overall impervious area on the site
- Cleanup of the riverbank area
- Parking facility improvements with landscaping and stormwater BMPs
- Removal of all existing parking from the FVPD property
- Cleanup and removal of the unsightly trailer "boneyard" currently on site

We respectfully submit this Application for Special Use and supporting material for your consideration in granting a P.U.D. Special Use for this property to enable Aurora Packing, Inc. to move forward following receipt of your approvals.

Respectfully

ENGINEERING ENTERPRISES, INC.
For Aurora Packing, Inc.



John T. Whitehouse, P.E., P.L.S.
Senior Project Manager

pc: Mr. Don Tanis, Aurora Packing
Mr. Dan Rousseau, ESI
Mr. Dan Frigge, ESI

LEGAL DESCRIPTION OF SUBJECT PROPERTY

A RESUBDIVISION OF LOT 11, LOT 12 AND THAT PART OF LOT 10 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT, 11.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, 48.6 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF, ALL IN BLOCK 25 OF A.H. STONE'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1883 IN BOOK 6 OF PLATS, PAGE 79; ALSO,

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN JACOB DICKES' ADDITION TO NORTH AURORA, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1884 IN BOOK 7 OF PLATS, PAGE 8, TOGETHER WITH THE EAST HALF OF VACATED GRANT STREET LYING WESTERLY OF AND ADJOINING SAID LOTS ACCORDING TO THE PLAT OF VACATION RECORDED APRIL 2, 1998 AS DOCUMENT NO. 98K026516; ALSO,

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF 8 IN BLOCK 3 IN JACOB DICKES' ADDITION TO NORTH AURORA; THENCE SOUTH 17 DEGREES, 17 MINUTES, 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8 EXTENDED SOUTHEASTERLY, 4.50 FEET; THENCE SOUTH 72 DEGREES, 53 MINUTES, 00 SECONDS WEST, AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 8, 308 FEET MORE OR LESS FEET TO THE EASTERLY BANK OF THE FOX RIVER; THENCE NORTHERLY ALONG SAID EASTERLY RIVER BANK TO THE SOUTHERLY LINE OF SAID LOT 8 EXTENDED WESTERLY; THENCE NORTH 88 DEGREES, 26 MINUTES 32 SECONDS EAST, ALONG SAID EXTENDED SOUTHERLY LINE AND SAID SOUTHERLY LINE, TO THE POINT OF BEGINNING; ALSO

LOT 1, LOT 2, LOT A AND LOT B IN 149 GRANT STREET SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 2013 AS DOCUMENT NO. 2013K030743;

ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

**PROPOSED NEW AURORA PACKING FACILITY
SOUTH GRANT STREET, NORTH AURORA, IL
PRELIMINARY (12-13-19)**

**SUMMARY OF POTENTIAL OR NECESSARY VARIANCES AND EXCEPTIONS
FROM THE NORTH AURORA MUNICIPAL CODE AND P.U.D. DESIGN STANDARDS.**

Note: The below listing is based on a preliminary determination of variances and exceptions that will be needed to re-develop and expand the Aurora Packing Facility on S. Grant Street. This listing may be modified during or after Village review and before publication is made for the public hearing anticipated to be on February 4, 2020.

Necessary and Potential Zoning Variations:

CURRENT AND PROPOSED ZONING

- I-3 Central Industrial District, R-2 Residential (small area at north end)

CURRENT AND PROPOSED USE

- Meat Packing, Including Slaughtering (Permitted Use in I-3 District)

PARKING AND LOADING

- Facility Production & Office Area = 146,067 SF M.O.L.
- Parking Spaces Required = 293 (2/1000 SF)
- Parking Spaces Provided = 333
- **EXCEPTION REQUIRED FOR 8 AUTOMOBILE PARKING SPACES BEING PROPOSED ON VILLAGE OWNED PROPERTY.**
- Loading Spaces Required = 4
- Loading Spaces Provided = 16 (5 INDOOR)

BULK REGULATIONS

** Setbacks	<u>Required</u>	<u>Provided</u>
Front	10'	Variable **See Note
Rear	15'	6' minimum requested
Side	25'	50'
Floor Area Ratio	None	N/A

Lot Area	0	12.593 Acres
Building Height Maximum	None	+/- 40'

All variations to the bulk regulations of the I-3 District will be specifically addressed in the P.U.D. application.

****Note:** IT WILL NEED TO BE DETERMINED WHICH YARDS OF THIS PROPERTY CONSTITUTE FRONT, REAR AND SIDE. DUE TO PRIOR VACATIONS OF S. GRANT STREET, THE ONLY "PUBLIC" ROAD FRONTAGE OF THIS PROPERTY IS APPROXIMATELY 48 FEET AT THE NORTH END WHERE S. GRANT STREET TURNS EAST TO CROSS THE RAILROAD TRACKS AT ILLINOIS ROUTE 25.

VARIATIONS OR EXCEPTION WILL BE REQUIRED TO PERMIT THE PROPOSED BUILDING TO EXTEND INTO THE VACATED PORTION OF S. GRANT STREET WHICH IS CURRENTLY AN EASEMENT IN FAVOR OF THE VILLAGE AND WHICH, AT THE OPTION OF THE VILLAGE, COULD BE DEDICATED ONCE AGAIN AS PUBLIC RIGHT OF WAY. See Documents 2014K008937 and 2014K008938. THE MAXIMUM ENCROACHMENT INTO THE AFOREMENTIONED EASEMENTS WILL BE 13 FEET. THE MAXIMUM SQUARE FOOTAGE OF THE NEW BUILDING THAT WILL ENCROACH INTO THESE EASEMENTS IS 1,500 SQUARE FEET. THE PROPOSED VARIATION OR EXCEPTION WILL NOT IMPACT ANY EXISTING UTILITIES.

Exceptions to P.U.D. Requirements and Procedures

- None anticipated other than those listed above. No exceptions requested to the PUD procedures.

Exceptions to Landscaping and Signage Requirements

- Section 14-5-B.3 requires 336 trees for industrial development. Reasonable, only 200 trees more or less can be installed on the property due to the redevelopment which is actually decreasing the on-site impervious area by over an acre. It is intended all other landscaping requirement will be met as much as reasonably possible.
- No variations to the Village's signage provisions are being requested.

Exceptions to Village Engineering Standards

- None anticipated other than some potential utility phasing to allow seamless changeover from existing facility to new facility that will involve municipal water operations.

Exceptions to Subdivision Ordinance

- The subject property, currently comprised of 14 PINs is being subdivided to consolidate these 14 PINs into 2 and to reduce the legal descriptions for the properties to several lines versus multiple paragraphs.
- A Preliminary Plat of Subdivision is included in the P.U.D. application and a Final Plat of Subdivision will be provided at Final Engineering. Any necessary new easements required by the Village will be provided.
- No new or existing roadways will be dedicated or require improvements to current road standards. The production facility is currently served by private roadways (Vacated S. Grant Street) and 2 intersections with IL Route 25.



PROPOSED NEW AURORA PACKING FACILITY
SOUTH GRANT STREET, NORTH AURORA, IL
REVISED PRELIMINARY (1-30-20)

TRAFFIC IMPACT ASSESSMENT

The below assessment is provided in support of the P.U.D. Special Use request of the owners of Aurora Packing, Inc. for full redevelopment of the properties located at 125 and 149 South Grant Street. The complete redevelopment of the subject properties consists of a \$75 million investment by the owners which will result in long term employment and property value benefits to the resident of the Village.

The current property consists of the existing Aurora Packing slaughtering and meat packing facility and the Winco Plastics recycling facility. Aurora Packing has purchased the Winco building and will remodel the interior of the existing buildings for use as their refrigeration/freezer and warehousing facility. This 53,100 square foot existing building currently grinds and ships approximately 200,000 pounds of recycled plastic per week.

Winco Plastics' on -site employment is approximately 10 with total daily semi-trailer traffic of 8.

A representative evaluation of weekday traffic at the northerly and southerly entrances to Aurora Packing, based on actual machine and visual counts taken on Thursday, 1-16-2020 and Tuesday, 1-28-2020 is as follows for the total weekday automobile and truck volumes and the automobile and truck volumes associated with the A.M. Peak Hour and the P.M. Peak Hour. Please refer to the exhibits attached hereto for a graphical representation of the data.

<u>Weekday, Total Traffic at North Entrance</u>	<u>Automobiles</u>	<u>Trucks</u>	<u>EXHIBIT 1</u>
West from Route 25	898	33	
East to Route 25	742	21	
South into Aurora Packing	231	32	
North from Aurora Packing	199	21	
North on Grant Street	793	2	
South on Grant Street	687	1	

Weekday, Peak A.M. Hour, North Entrance to APC (5:00 A.M. to 6:00 A.M.)

EXHIBIT 2

	<u>Automobiles</u>	<u>Trucks</u>
West from Route 25	76	1
East to Route 25	32	0
South into Aurora Packing	100	1
North from Aurora Packing	12	0
North on Grant Street	10	0
South on Grant Street	54	0

Weekday, Peak P.M. Hour, North Entrance to APC (5:30 P.M. to 6:30 P.M.)

EXHIBIT 3

West from Route 25	41	1
East to Route 25	114	0
South into Aurora Packing	7	1
North from Aurora Packing	71	0
North on Grant Street	45	0
South on Grant Street	54	0

Weekday, Total Traffic at South Entrance

EXHIBIT 4

West from Route 25	241	29
East to Route 25	273	44
North into Aurora Packing	171	12
South from Aurora Packing	203	28
South into Window Facility	70	17
North from Window Facility	70	16

Weekday, Peak A.M. Hour, South Entrance to APC (5:00 A.M. to 6:00 A.M.)

EXHIBIT 5

West from Route 25	69	3
East to Route 25	8	3
North into Aurora Packing	57	0
South from Aurora Packing	8	1
South into Window Facility	12	3
North from Window Facility	0	2

Weekday, Peak P.M. Hour, South Entrance to APC (5:30 P.M. to 6:30 P.M.)

EXHIBIT 6

West from Route 25	7	0
East to Route 25	49	1
North into Aurora Packing	6	0
South from Aurora Packing	42	1
South into Window Facility	1	0
North from Window Facility	7	0

Aurora Packing operation staff estimates the following employment statistics for arrival and departure from work and the arrival and departure of truck traffic based on an increase of employment from 300 to 450 and a doubling of facility production.

EMPLOYEES

<u>Arrivals:</u>	<u>Existing</u>	<u>Proposed</u>	<u>% Change</u>
5:00 - 6:00 AM	175	250	43%
6:00 - 7:00 AM	100	150	50%
7:00 - 8:00 AM	25	50	100%
<u>Departures:</u>	<u>Existing</u>	<u>Proposed</u>	
3:30 - 4:30 PM	100	150	50%
4:30 - 5:30 PM	75	200	266%
5:30 - 6:30 PM	125	100	-20%

TRUCKS

<u>Arrivals:</u>	<u>Existing</u>	<u>Proposed</u>	<u>Departures:</u>	<u>Existing</u>	<u>Proposed</u>
5:00 - 7:00 AM	3	6	5:00 - 7:00 AM	2	4
7:00 - 9:00 AM	3	6	7:00 - 9:00 AM	2	4
9:00 - 11:00 AM	3	6	9:00 - 11:00 AM	2	4
11:00 - 1:00 PM	1	2	11:00 - 1:00 PM	2	4
1:00 - 3:00 PM	1	2	1:00 - 3:00 PM	2	4
3:00 - 5:00 PM	1	2	3:00 - 5:00 PM	3	6
5:00 - 8:00 PM	3	6	5:00 - 8:00 PM	2	4

Based on the current and projected maximum employment at the new facility, and estimated arrival and departure times of various segments of employees, the following impacts are projected for the automobile and truck traffic associated with Aurora Packing.

The total Average Daily Traffic for the facility is expected to increase by 50% for automobiles and 100% for trucks. Since the increase in truck traffic is expected to be equally spread throughout the 5 AM to 8 PM hours, the expected doubling of the number of trucks will not be of significance. Also, since the truck traffic is minimal during A.M. and P.M. peak hour employee traffic, the impact on those hours will be minimal.

The A.M. peak hour of employee automobile traffic is projected to occur at the same 5:00 to 6:00 hour while the P.M. peak hour may shift slightly forward from 5:30 to 6:30 to one hour earlier.

Since traffic at the north entrance/exit to the facility is controlled by the traffic signal, it is projected the P.M. peak hour traffic will shift to a higher percentage using the south entrance/exit for departure.

It should be noted that employee departure times vary based on completion of the days production activities. Though typical daily operations occur between 6 A.M. and 6 P.M., specific shift times are not established.

Existing access to and from the site for employees is primarily via the signalized intersection of Illinois Route 25 and South Grant Street and to and from the north along South Grant Street to and from State Street. Distribution between the north access to the facility (53%) and the south access to the facility (47%) is not expected to change.

Significant ride sharing and employee drop-off and pick-up by family members occurs for approximately 30% of employees. (15% ride sharing and 15% drop-off/pick-up). These percentages are not expected to change with the proposed facility so the overall employee increase of 150 personnel will generate an approximate increase of 128 inbound trips and 128 outbound trips scattered throughout the 3-hour arrival period and the 3-hour departure period. The average increase will therefore be approximately 43 vehicles per hour, likely weighted toward the peak arrival and departure hours.

Considering the average daily traffic on Illinois Route 25 of approximately 9,000 vehicles the increase in this volume due to the Aurora Packing Facility redevelopment will be less than 3%.

Truck access to the site is relatively split between the north entrance to the facility and the south entrance. Since truck usage of the entrances does not coincide with the A.M. and P.M. peak hours for employee traffic, the doubling of the truck traffic will not have an impact on the employees. However, we would recommend that facility operations include instructions to inbound and outbound truckers to favor the south entrance so impact and the signalized intersection and traffic on S. Grant Street are minimized with the increase in truck traffic.

It is intended that ALL truck traffic will be prohibited from using South Grant Street between the facility and State Street. Our traffic observations yielded only 1 truck from Aurora Packing heading north on S. Grant Street while the other truck observed was from Route 25.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read "John T. Whitehouse". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

John T. Whitehouse, P.E. P.L.S.
Senior Project Manager

WHA

Engineering
Enterprises,
Inc.

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LEGEND

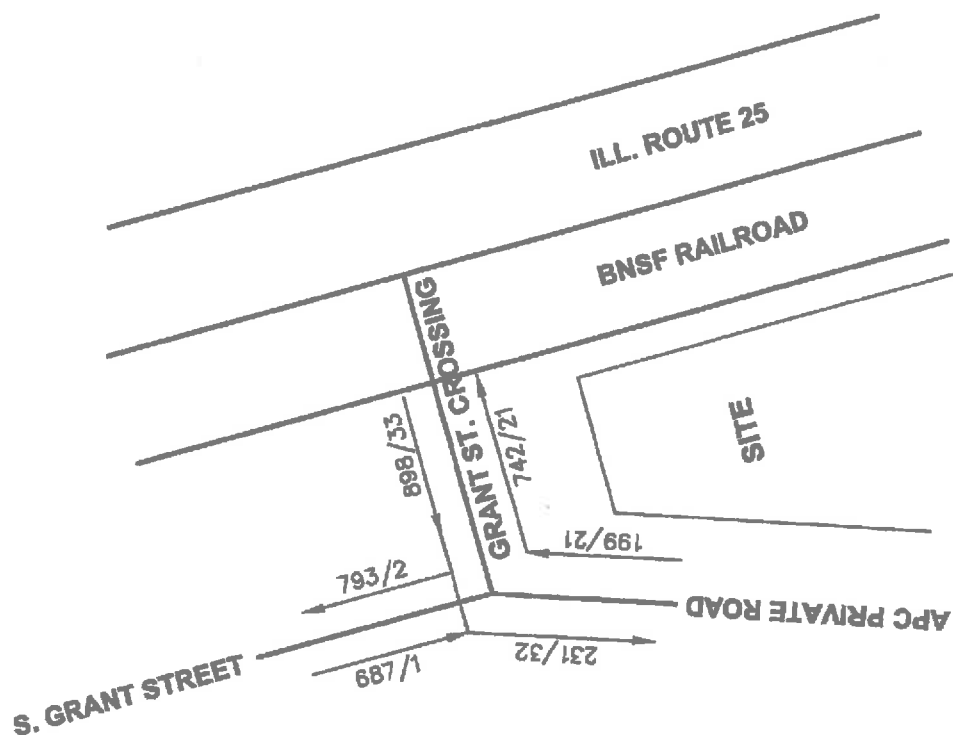
xxx/xx AUTOS/TRUCKS



EXHIBIT 1
WEEKDAY TRAFFIC
VOLUMES
APC ENTRANCE
NORTH

LEGEND

xxx - WEEKDAY 24 HR TOTAL
00:00 to 23:59, 01-28-20



PROJECT NO: P18034/B
FILE NO: P18034B - TRFMOVE

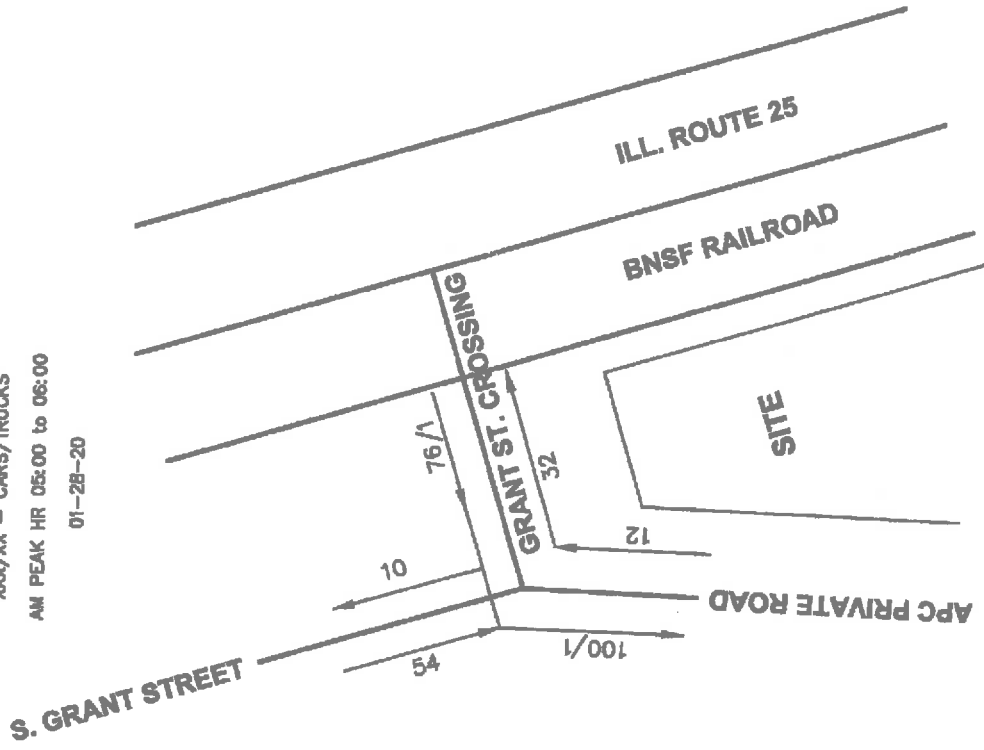


EXHIBIT 2

**EXISTING
WEEKDAY TRAFFIC
VOLUMES
A.M. PEAK HOUR
APC ENTRANCE
NORTH
1-28-2020**

LEGEND

XXX/XX - CARS/TRUCKS
AM PEAK HR 05:00 to 06:00
01-28-20



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Enterprises,
Inc.

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PROJECT NO: P18034/B
FILE NO: P18034B - TRFMOVE

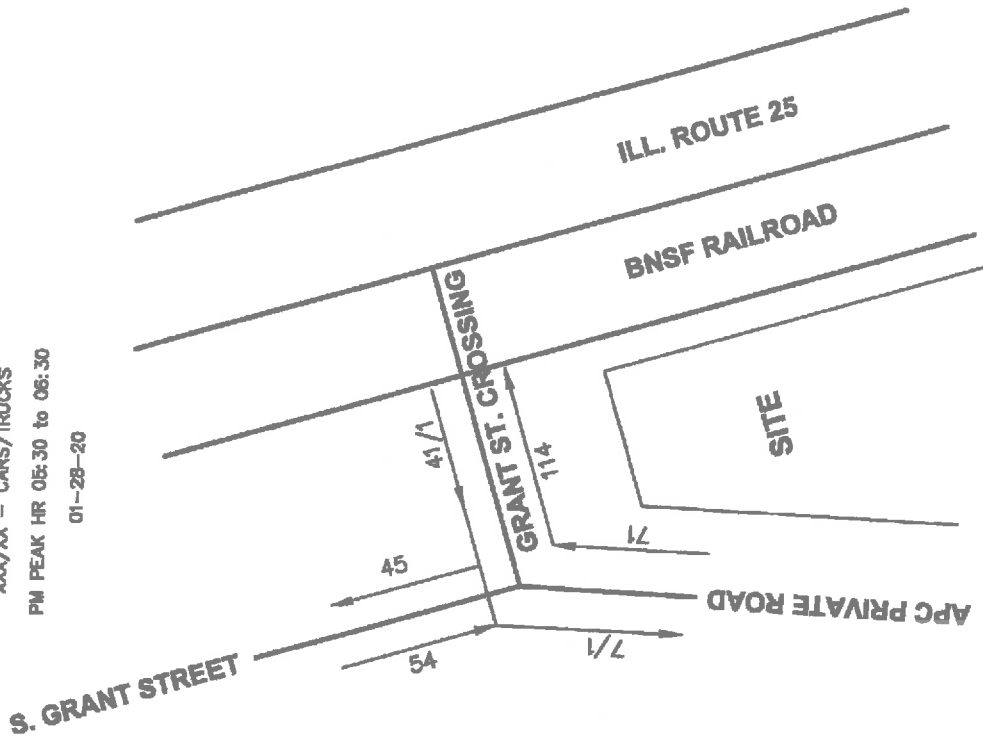


EXHIBIT 3

**EXISTING
WEEKDAY TRAFFIC
VOLUMES
P.M. PEAK HOUR
APC ENTRANCE
NORTH
1-28-2020**

LEGEND

XXX/XX - CARS/TRUCKS
PM PEAK HR 05:30 to 06:30
01-28-20



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Enterprises,
Inc.

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PROJECT NO: P18034/B
FILE NO: P18034B - TRFMOVE



Engineering Enterprises, Inc.

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PROJECT NO: P10046
FILE NO: P18034B - TRFMOVE

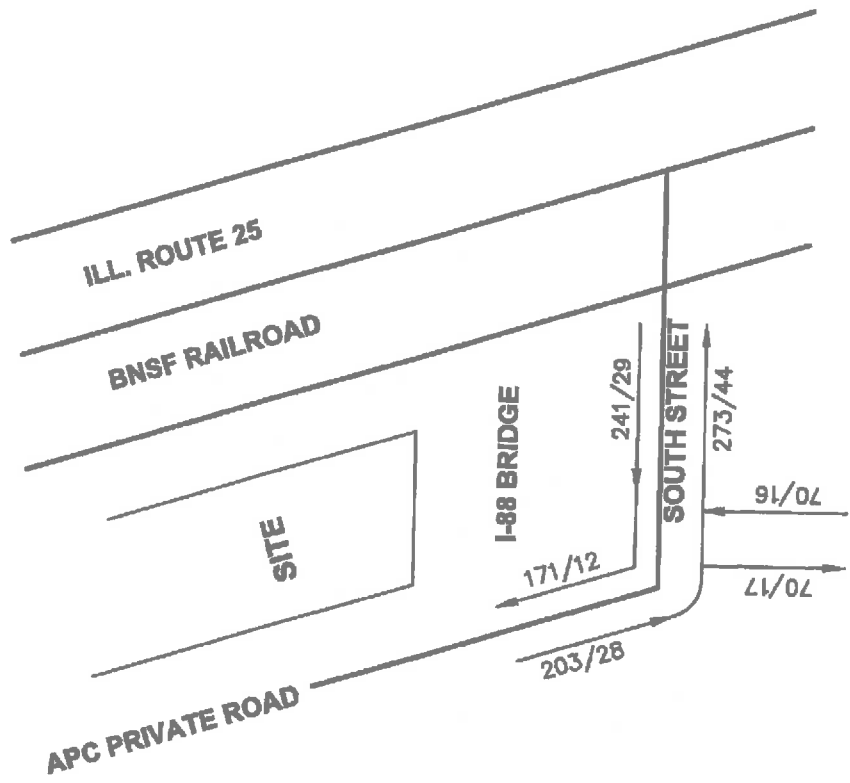
LEGEND

xxx/xx - CARS/TRUCKS



EXHIBIT 8
WEEKDAY TRAFFIC
VOLUMES
APC ENTRANCE
SOUTH
LEGEND

WEEKDAY 24 HR TOTAL
00:00 to 23:59, 01-28-20





Engineering
Enterprises,
Inc.

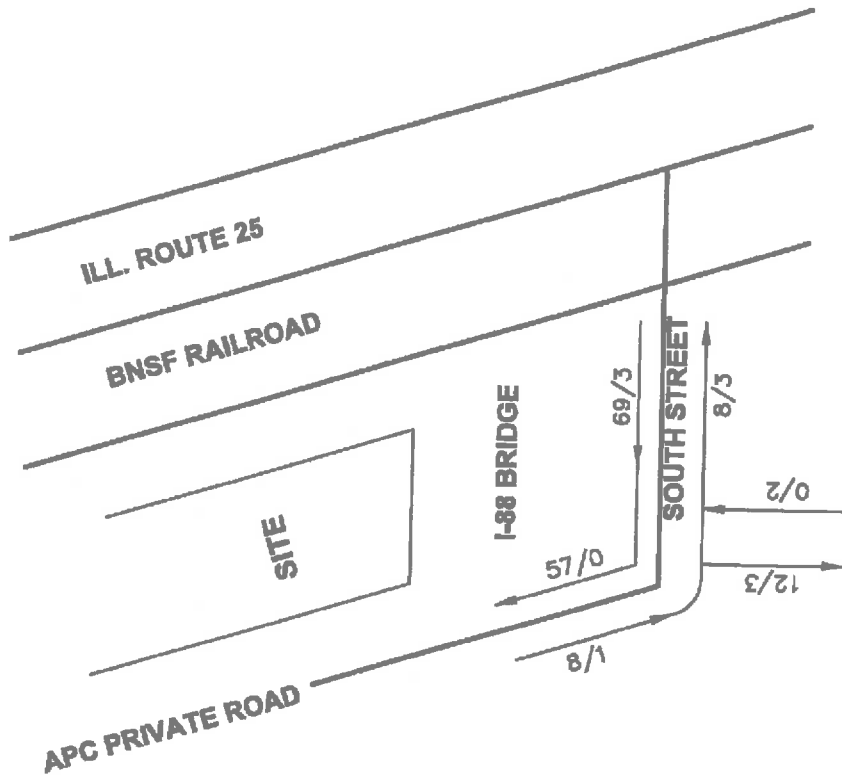
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LEGEND

XXX/XX - CARS/TRUCKS
AM PEAK HR 05:00 to 06:00
01-28-20



EXHIBIT 5
EXISTING
WEEKDAY TRAFFIC
VOLUMES
A.M. PEAK HOUR
APC ENTRANCE
SOUTH
1-28-2020



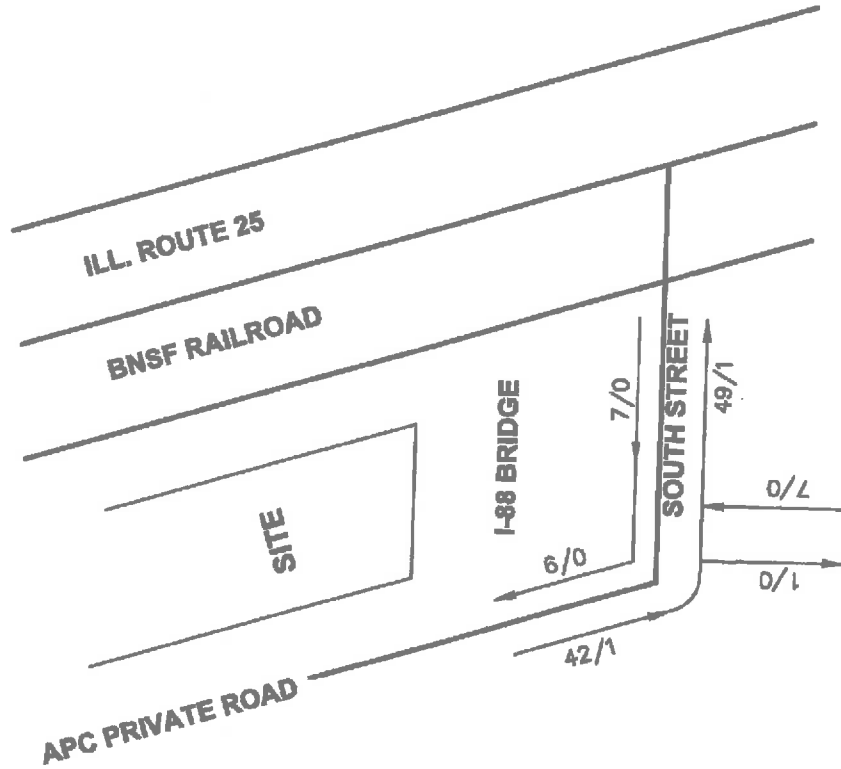
PROJECT NO: P10046
FILE NO: P18034B - TRFMOVE



EXHIBIT 6
EXISTING
WEEKDAY TRAFFIC
VOLUMES
P.M. PEAK HOUR
APC ENTRANCE
SOUTH
1-28-2020

LEGEND

XXX/XX - CARS/TRUCKS
PM PEAK HR 05:30 to 08:30
01-28-20



PROJECT NO: P10046
FILE NO: P18034B - TRFMOVE

Engineering
Enterprises,
Inc.

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PRELIMINARY PLAT AURORA PACKING COMPANY

BEING A RESUBDIVISION OF PART OF LOT 10, LOTS 11 AND 12 IN BLOCK 25 OF A.H. STONE'S SUBDIVISION, LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 3 IN JACOB DICKER'S ADDITION, LOTS 1, 2, A AND B IN 148 GRANT STREET SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF SUBJECT PROPERTY:

A RESUBDIVISION OF LOT 11, LOT 12 AND THAT PART OF LOT 10 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT 11, 11.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 10, 48.8 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF, ALL IN BLOCK 25 OF A.H. STONE'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1983 IN BOOK 5 OF PLATS, PAGE 79;

ALSO,

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN JACOB DICKER'S ADDITION TO NORTH AURORA, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1984 IN BOOK 7 OF PLATS, PAGE 8, TOGETHER WITH THE EAST HALF OF VACATED GRANT STREET LYING WESTERLY OF AND ADJOINING SAID LOTS ACCORDING TO THE PLAT OF VACATION RECORDED APRIL 2, 1981 AS DOCUMENT NO. 880335319;

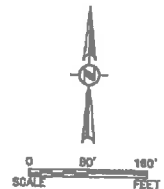
ALSO,

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTLY CORNER OF 8 IN BLOCK 3 IN JACOB DICKER'S ADDITION TO NORTH AURORA; THENCE SOUTH 17 DEGREES, 17 MINUTES, 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8 DISTANCE 80 SOUTH-EASTERLY, ALSO FEET, THENCE SOUTH 72 DEGREES, 43 MINUTES, 00 SECONDS WEST, AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 8, 300 FEET OR LESS TO THE EASTERN BANK OF THE FOX RIVER; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIVER BANK TO THE SOUTHERLY LINE OF SAID LOT 8 DISTANCE 100 FEET; THENCE NORTH 88 DEGREES, 28 MINUTES 32 SECONDS EAST ALONG SAID DISTANCE SOUTHERLY LINE AND SAID SOUTHERLY LINE, TO THE POINT OF BEGINNING;

ALSO,

LOT 1, LOT 2, LOT A AND LOT B IN 148 GRANT STREET SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2013 AS DOCUMENT NO. 891303742;

ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.



LOT 1
AREA = 12.348 ACRES

LOT 2
AREA = 0.245 ACRES

STATE OF ILLINOIS)
COUNTY OF KANE)

THIS IS TO CERTIFY THAT THE ENGINEERING ENTERPRISES INC., HAVE PERFORMED A BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE LEGAL DESCRIPTION, AS SHOWN BY THE ABOVE PRELIMINARY PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. FIELD WORK PERFORMED FEBRUARY 18, 2018.

GIVEN UNDER MY HAND AND SEAL AT SUMMER GROVE, ILLINOIS, THIS 20th DAY OF DECEMBER, 2018.

BY: *[Signature]*
J. WYTERHOUSE, J. PECK, LAND SURVEYOR #2734
(EXPIRES 11-30-20)

ENGINEERING ENTERPRISES, INC.
PROFESSIONAL DESIGN FIRM #04-002003
(EXPIRES 04-30-21)



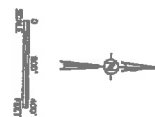
Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Woodruff Road
Sugar Grove, Illinois 60054
630.485.8700 / www.eeinc.com

AURORA PACKING, INC.
125 SOUTH GRANT ST.
NORTH AURORA, IL 60062

EEI DESIGN SERVICES
560 WALNUT RIDGE DR.
HARTLAND, WI 53029
(262) 369-3535

NO.	DATE	REVISIONS

DATE: DECEMBER 24, 2018
PROJECT NO.: P18024/2
FILE NO. P180348 PLAT OF SUBDIVISION
PAGE 1 OF 1



**ARE
PLA**

DATE	AMOUNT	BALANCE
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PRELIMINARY NOT FOR CONSTRUCTION

1 WEST ELEVATION



2 EAST ELEVATION



3 WEST ELEVATION ENLARGED



PROPOSED NEW
REEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542

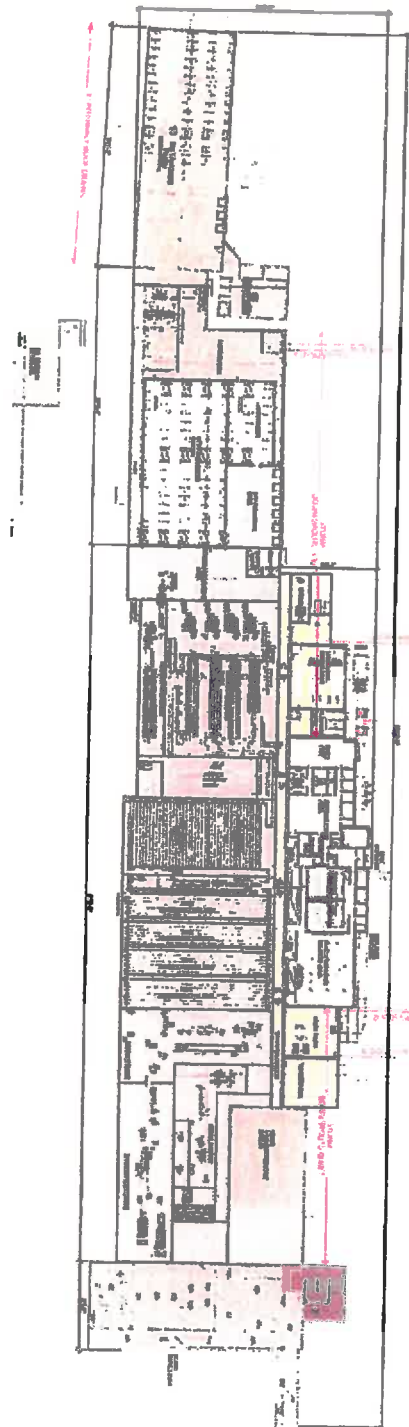
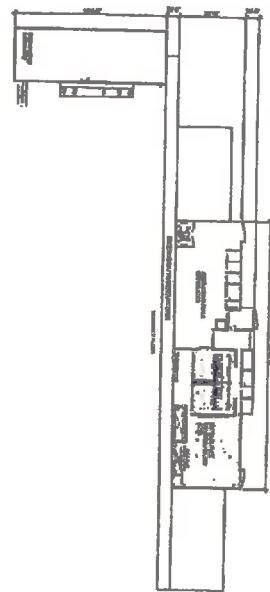


ESI
ENGINEERING & ARCHITECTURE

NO.	DATE	DESCRIPTION
1	10/1/00	PRELIMINARY
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3	10/1/00	REVISION
4	10/1/00	REVISION
5	10/1/00	REVISION
6	10/1/00	REVISION
7	10/1/00	REVISION
8	10/1/00	REVISION
9	10/1/00	REVISION
10	10/1/00	REVISION

ARCHITECTURAL
A3

PRELIMINARY NOT FOR CONSTRUCTION



OVERALL FLOOR PLAN - OPTION D

PROPOSED SITE DATA
 SITE 12.6 ACRES
 BUILDING 77,200 S.F.
 EXISTING FACILITY 19,400 S.F.
 NEW DEVELOPMENT 77,200 S.F.
 TOTAL INTERIOR FOOTPRINT 96,600 S.F.
 TOTAL SQUARE FOOT 116,000 S.F.
 FOOTPRINT 2.0000000000000000
 2010.0000000000000000

ARCHITECTURAL

A1D

PROPOSED NEW
 BEEF SLAUGHTER FACILITY
 AURORA PACKING COMPANY
 NORTH AURORA, IL 60542

PROPOSED
 FLOOR PLAN
 - OPTION D

NO.	DATE	DESCRIPTION
1	10/1/10	ISSUED FOR PERMIT
2	10/1/10	ISSUED FOR PERMIT
3	10/1/10	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
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PRELIMINARY NOT FOR CONSTRUCTION

PROPOSED NEW
 BEEF SLAUGHTER FACILITY
 AURORA PACKING COMPANY
 NORTH AURORA, IL 60542



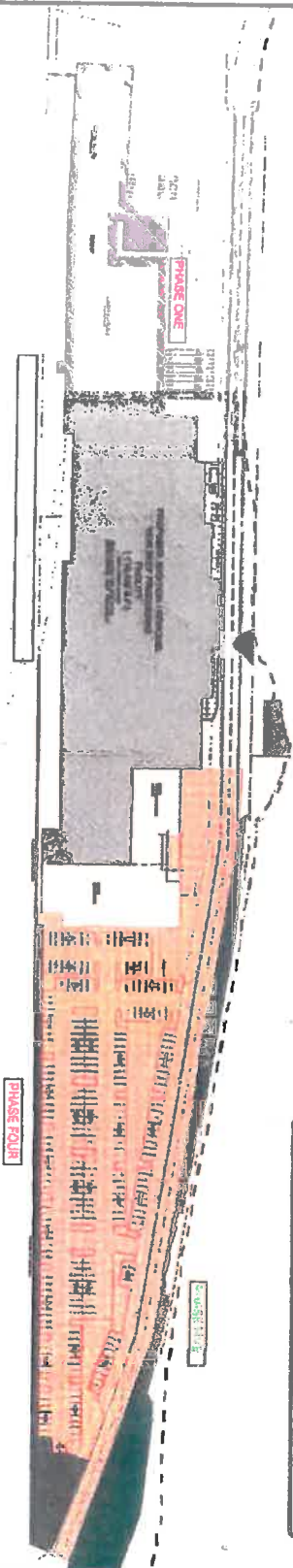
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 ENGINEERING & CONSTRUCTION



CURRENT OVERLAY CONDITION

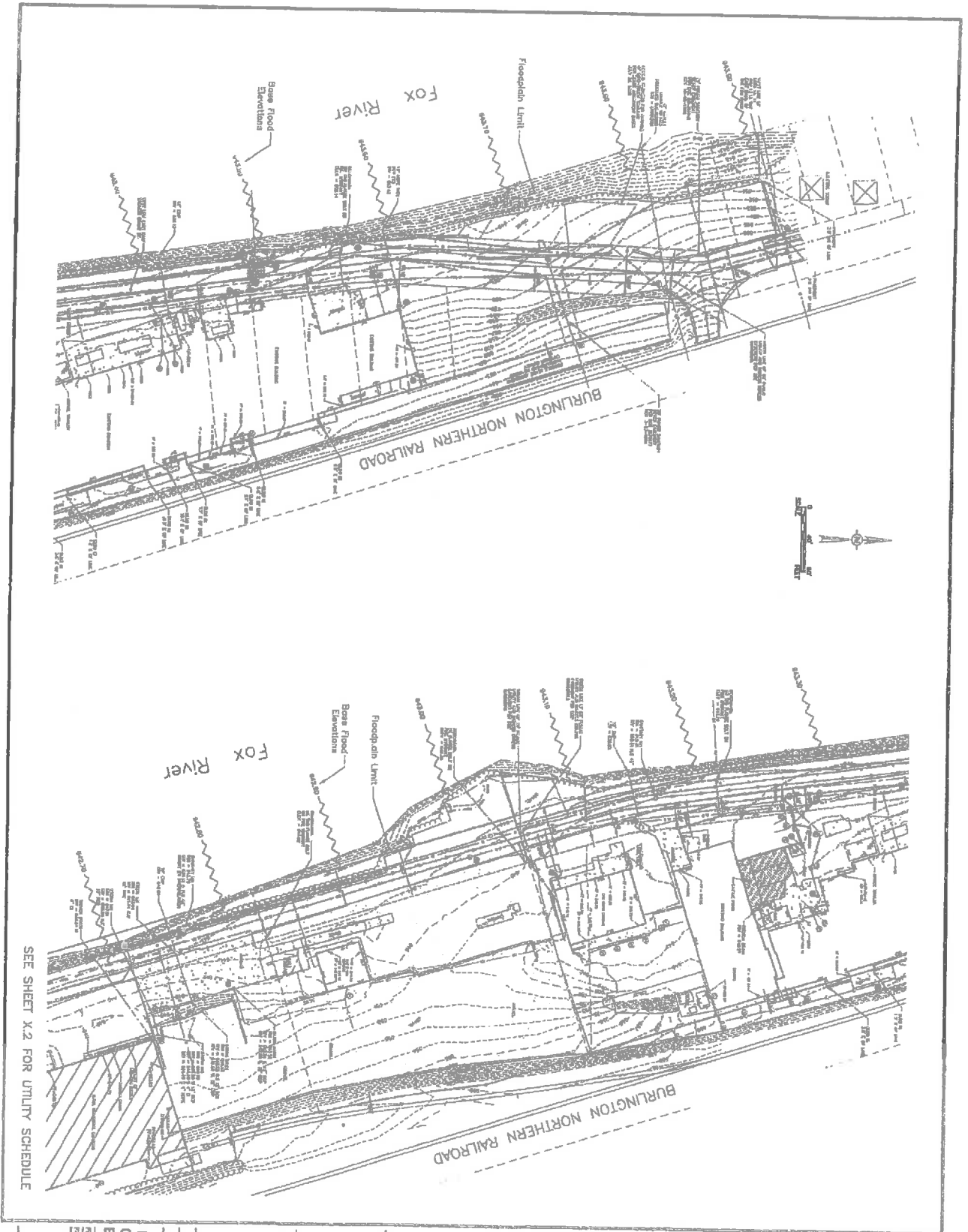
NORTH

- CONSTRUCTION PHASING SCHEDULE**
- PHASE ONE:
 - 1. EXISTING BUILDING AND SERVICE AT TEMPO BUILDING.
 - 2. EXISTING BUILDING RECONSTRUCTION OF NEW BUILDING PHASE.
 - PHASE TWO:
 - 3. CONSTRUCTION OF NEW BUILDING AND RECONSTRUCTION TO TEMPO BUILDING.
 - 4. SITE GRADING AT NEW BUILDING AND TEMPO BUILDING AGAIN.
 - PHASE THREE:
 - 5. RECONSTRUCTION OF EXISTING AND SERVICE.
 - PHASE FOUR:
 - 6. EXISTING BUILDING AND SERVICE PHASE.
 - 7. EXISTING AND SERVICE.
 - PHASE FIVE:
 - 8. RECONSTRUCTION OF BUILDING AND SERVICE AGAIN.
 - 9. EXISTING AND SERVICE.



PRELIMINARY SITE DEVELOPMENT PHASING PLAN

NORTH

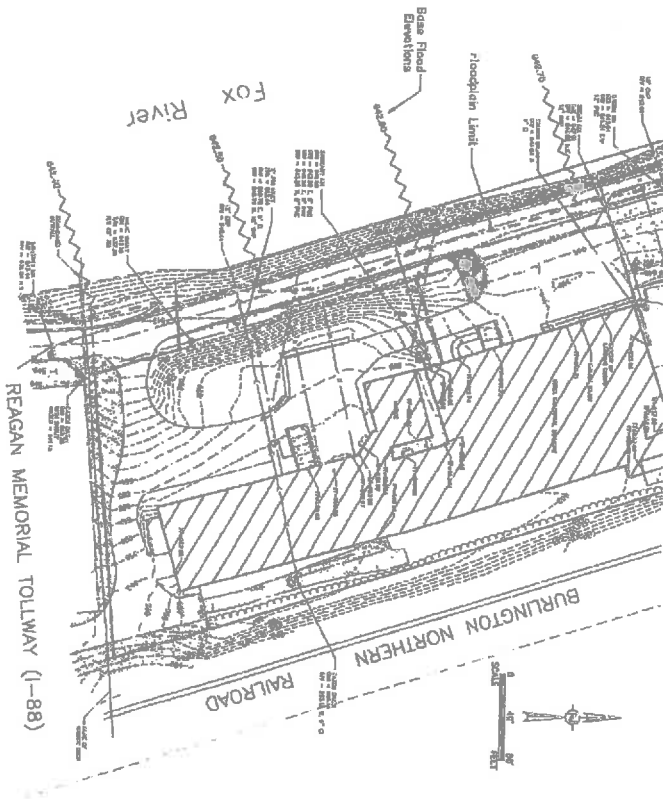


SEE SHEET X.2 FOR UTILITY SCHEDULE

<p>PROPOSED NEW BEEF SLAUGHTER FACILITY AURORA PACKING COMPANY NORTH AURORA, IL 60542</p>		<p>5</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p>
			<p>X.1</p>

JOB LIST SUMMARY

1. BORING NO. 1 REV. = 44.000 E. 1" PNC	11. BORING NO. 11 REV. = 44.000 E. 1" PNC	21. BORING NO. 21 REV. = 44.000 E. 1" PNC	31. BORING NO. 31 REV. = 44.000 E. 1" PNC
2. BORING NO. 2 REV. = 44.000 E. 1" PNC	12. BORING NO. 12 REV. = 44.000 E. 1" PNC	22. BORING NO. 22 REV. = 44.000 E. 1" PNC	32. BORING NO. 32 REV. = 44.000 E. 1" PNC
3. BORING NO. 3 REV. = 44.000 E. 1" PNC	13. BORING NO. 13 REV. = 44.000 E. 1" PNC	23. BORING NO. 23 REV. = 44.000 E. 1" PNC	33. BORING NO. 33 REV. = 44.000 E. 1" PNC
4. BORING NO. 4 REV. = 44.000 E. 1" PNC	14. BORING NO. 14 REV. = 44.000 E. 1" PNC	24. BORING NO. 24 REV. = 44.000 E. 1" PNC	34. BORING NO. 34 REV. = 44.000 E. 1" PNC
5. BORING NO. 5 REV. = 44.000 E. 1" PNC	15. BORING NO. 15 REV. = 44.000 E. 1" PNC	25. BORING NO. 25 REV. = 44.000 E. 1" PNC	35. BORING NO. 35 REV. = 44.000 E. 1" PNC
6. BORING NO. 6 REV. = 44.000 E. 1" PNC	16. BORING NO. 16 REV. = 44.000 E. 1" PNC	26. BORING NO. 26 REV. = 44.000 E. 1" PNC	36. BORING NO. 36 REV. = 44.000 E. 1" PNC
7. BORING NO. 7 REV. = 44.000 E. 1" PNC	17. BORING NO. 17 REV. = 44.000 E. 1" PNC	27. BORING NO. 27 REV. = 44.000 E. 1" PNC	37. BORING NO. 37 REV. = 44.000 E. 1" PNC
8. BORING NO. 8 REV. = 44.000 E. 1" PNC	18. BORING NO. 18 REV. = 44.000 E. 1" PNC	28. BORING NO. 28 REV. = 44.000 E. 1" PNC	38. BORING NO. 38 REV. = 44.000 E. 1" PNC
9. BORING NO. 9 REV. = 44.000 E. 1" PNC	19. BORING NO. 19 REV. = 44.000 E. 1" PNC	29. BORING NO. 29 REV. = 44.000 E. 1" PNC	39. BORING NO. 39 REV. = 44.000 E. 1" PNC
10. BORING NO. 10 REV. = 44.000 E. 1" PNC	20. BORING NO. 20 REV. = 44.000 E. 1" PNC	30. BORING NO. 30 REV. = 44.000 E. 1" PNC	40. BORING NO. 40 REV. = 44.000 E. 1" PNC



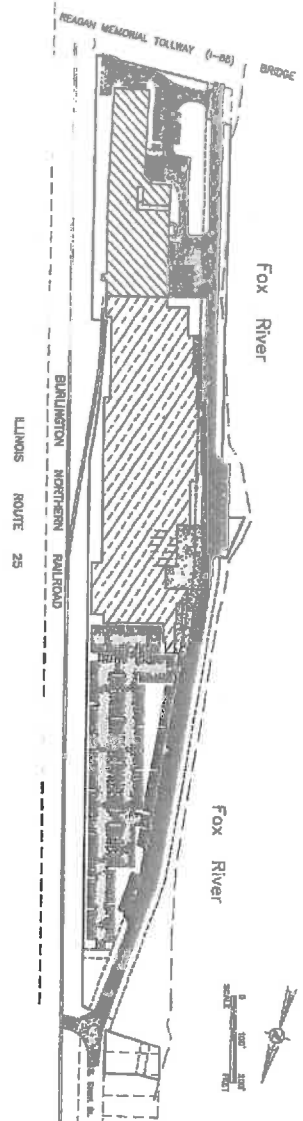
PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542



PRELIMINARY NOT FOR CONSTRUCTION

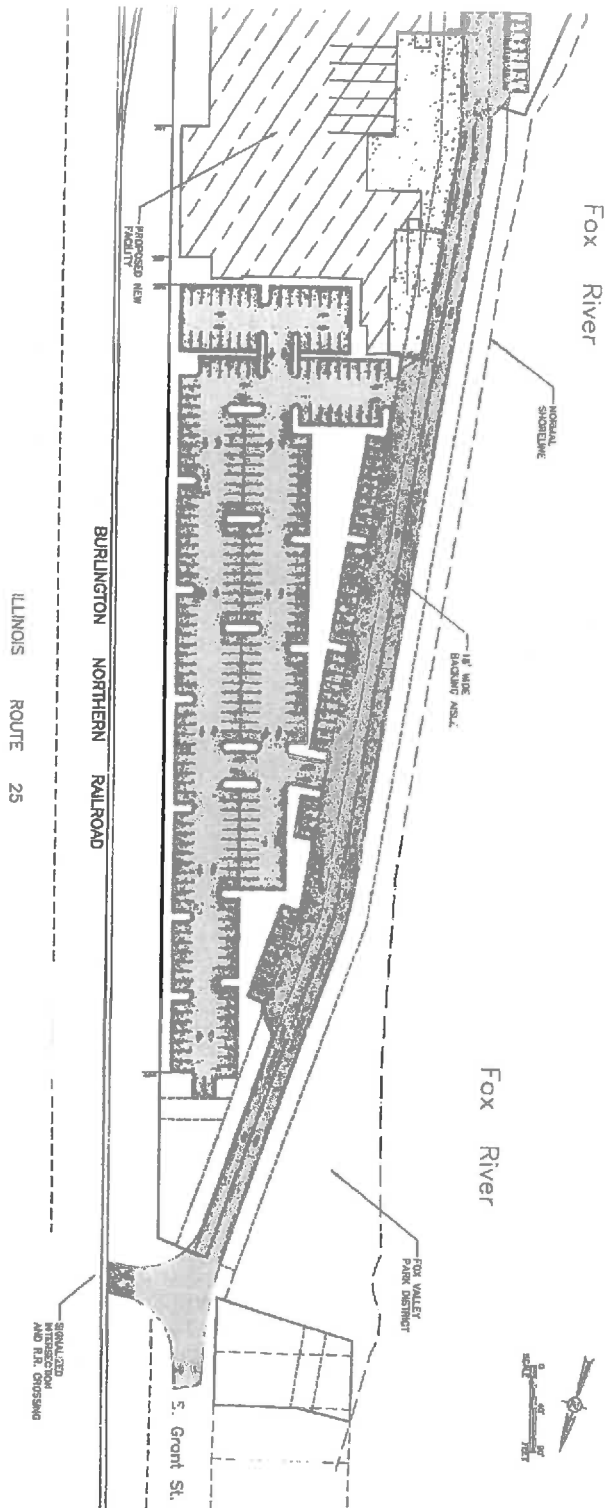
X.2

Overall Site Plan



Site Data Table

Site Area:	12,583 ac/ra
Existing Buildings Area:	152,503 SF
Proposed Buildings Area:	202,804 SF
Proposed Production & Office Area:	145,087 SF
Existing Impervious Area:	512,365 SF
Proposed Impervious Area:	476,781 SF
Required Parking Spaces:	283
Proposed Parking Spaces:	335 (incl. 8 ADA)
Required Loading Spaces:	4
Proposed Loading Spaces:	16 (3 indoor)

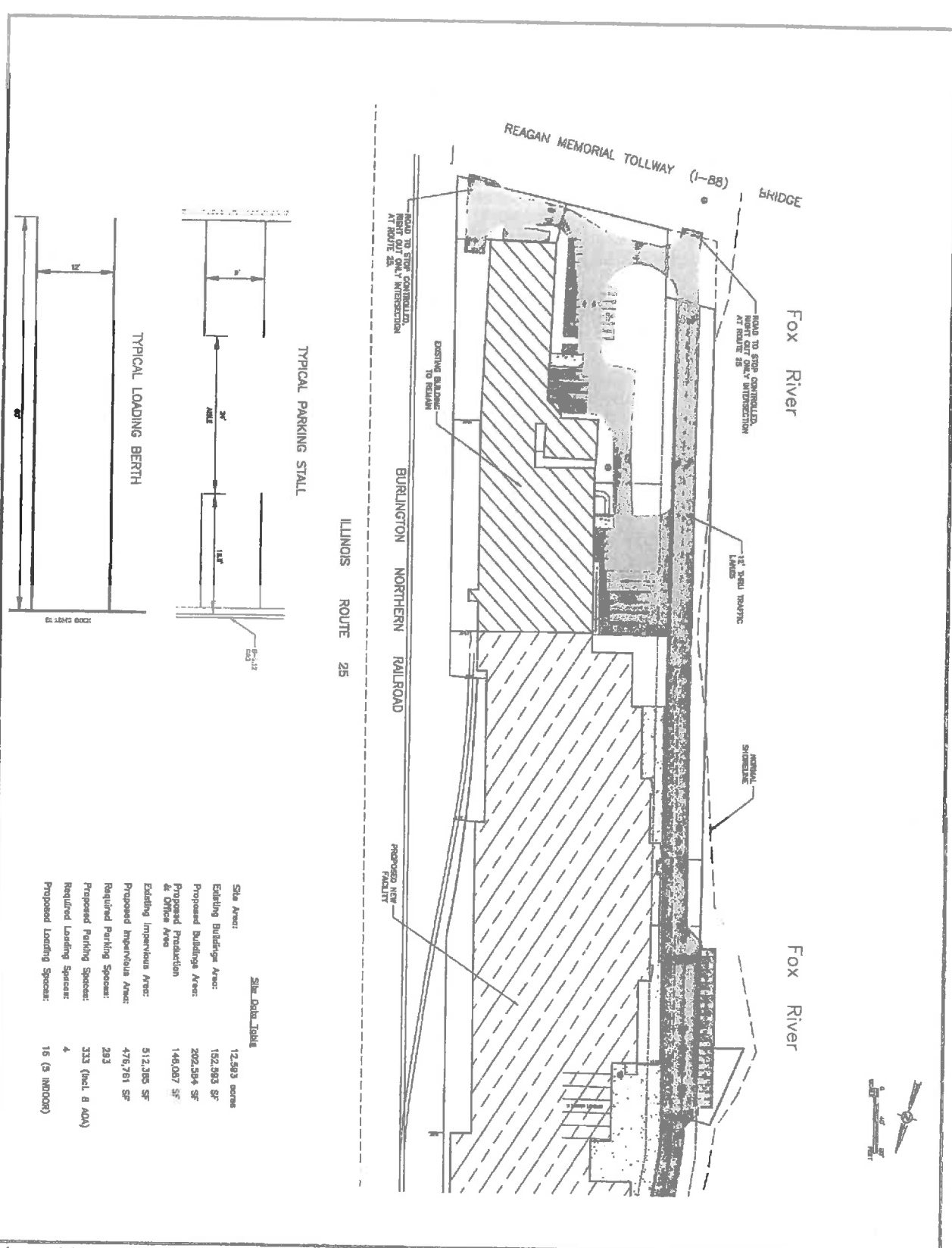


PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542

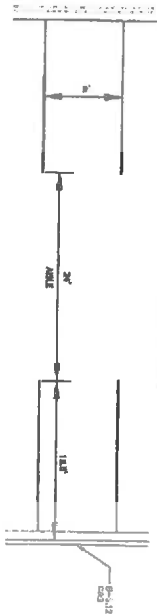


PRELIMINARY NOT FOR CONSTRUCTION

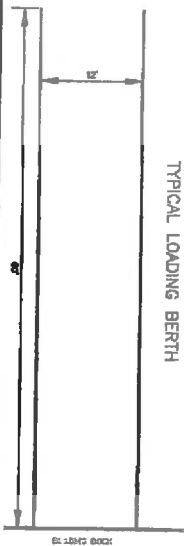
PRELIMINARY
SITE
PLAN (N)
C.1



TYPICAL PARKING STALL



TYPICAL LOADING BERTH



Site Data Table

Site Area:	12,593 acres
Existing Building Area:	162,563 SF
Proposed Building Area:	202,594 SF
Proposed Production & Office Area:	146,007 SF
Existing Impervious Area:	512,385 SF
Proposed Impervious Area:	476,761 SF
Required Parking Spaces:	293
Proposed Parking Spaces:	313 (incl. 8 ADA)
Required Loading Spaces:	4
Proposed Loading Spaces:	16 (3 indoor)

PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542



NO REPRESENTATION IS MADE BY THIS LICENSED PROFESSIONAL ENGINEER FOR THE WORK SHOWN HEREON.

PRELIMINARY NOT FOR CONSTRUCTION

C.2

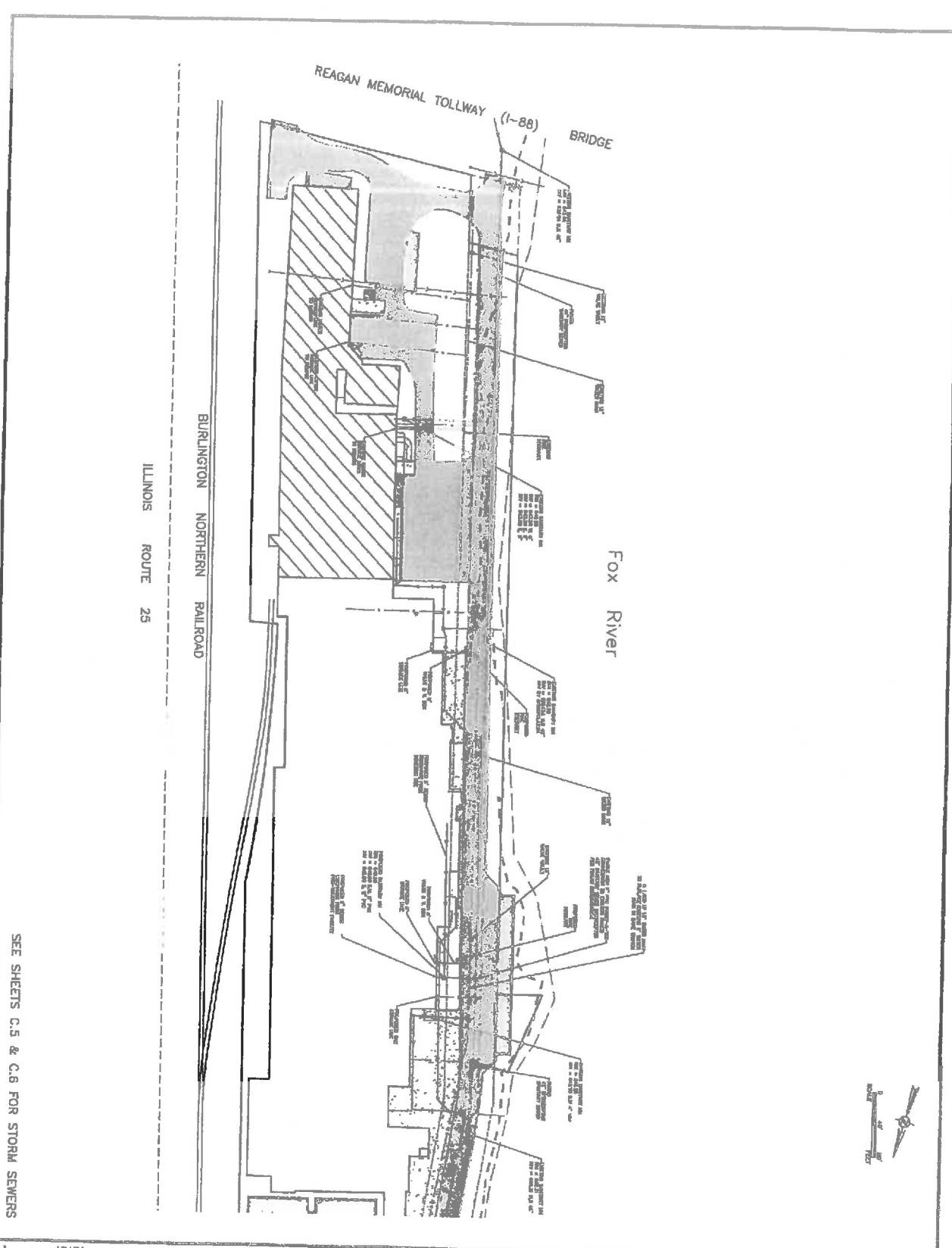
PRELIMINARY
SITE
PLAN (S)

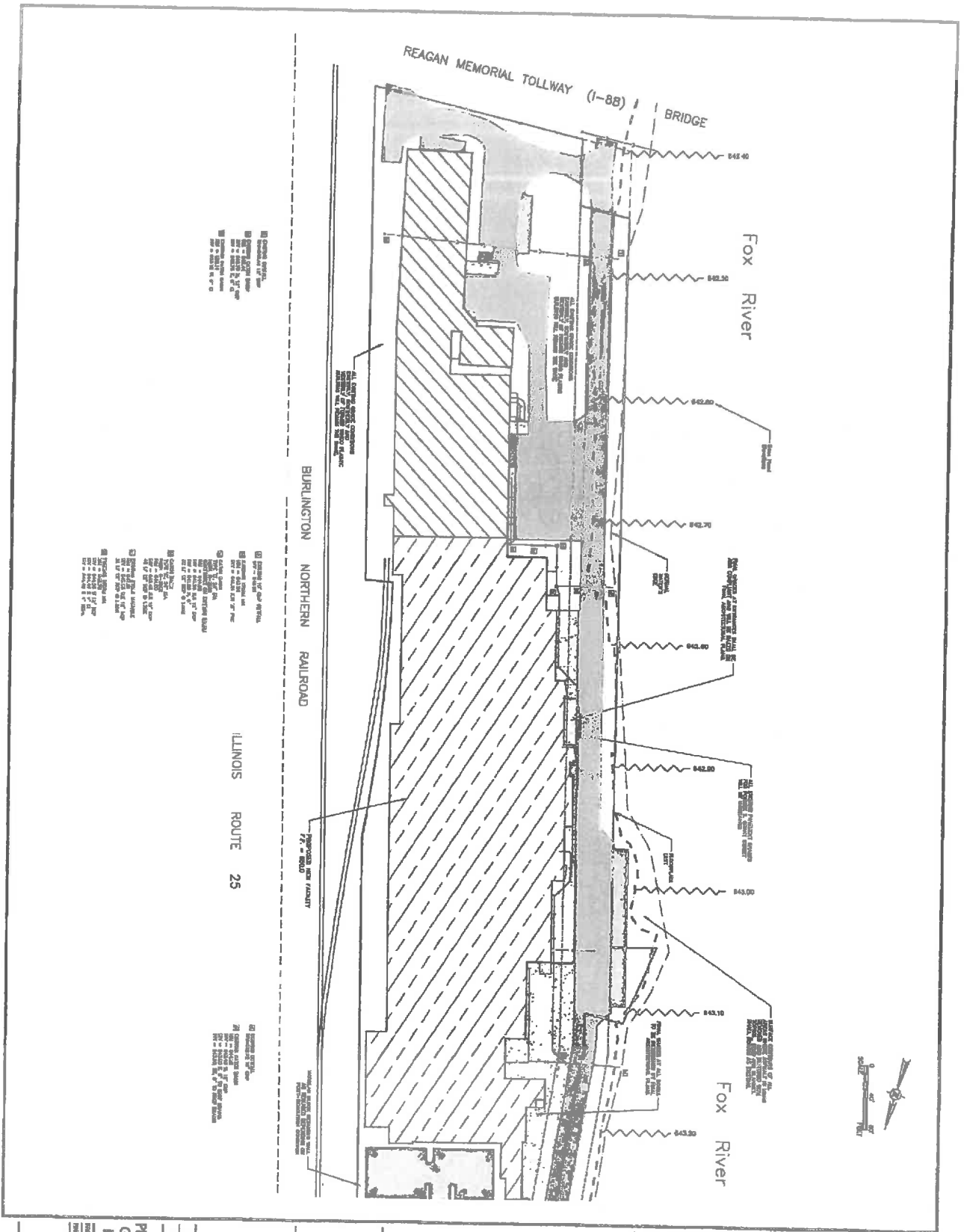
PROJECT NUMBER

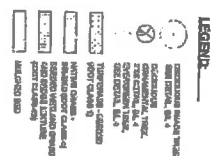
DATE: 11/15/2011

BY: [Signature]

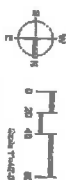
FOR: [Signature]



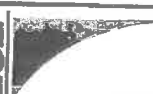




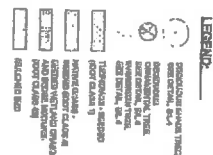
FACILITY NAME		STATUS
1. TREATMENT AREA		Completed
2. BUILDING AREA		Completed
3. LAND CLEARING AREA		Partial R
4. TREATMENT AREA		NO
5. TREATMENT AREA		NO

[illegible]

**PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542**



PRELIMINARY NOT FOR CONSTRUCTION



1	WATER	1000	1000
2	WATER	1000	1000
3	WATER	1000	1000
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94	WATER	1000	1000
95	WATER	1000	1000
96	W		



5

**PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542**



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PRELIMINARY NOT FOR CONSTRUCTION



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

Ordinance No. _____

**ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT
FOR THE PROPERTIES LOCATED AT 125 AND 149 S. GRANT STREET, NORTH
AURORA (AURORA PACKING INC.)**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2020**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2020
by _____.**

Signed _____

ORDINANCE No. _____

**ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT
FOR THE PROPERTIES LOCATED AT 125 AND 149 S. GRANT STREET, NORTH
AURORA (AURORA PACKING INC.)**

WHEREAS, Aurora Packing Co. and FGMM Properties LLC (hereinafter collectively the "Petitioner") filed on December 13, 2019, an application for a Special Use for a Planned Unit Development with respect to property located at 125 S. Grant Street and 149 S. Grant Street in the Village of North Aurora, Kane County, Illinois legally described in the document attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Aurora Packing Co. and FGMM Properties LLC are the record owners of the Property (hereinafter collectively the "Owner"); and

WHEREAS, the Property consists of approximately 12.6 acres; and

WHEREAS, 12.35 acres of the Property is zoned in the I-3 Central Industrial District and 0.24 acres of the Property is zoned in the R-2 Single-Family Residence District, pursuant to the Village of North Aurora Zoning Ordinance (hereinafter referred to as the "Zoning Ordinance"); and

WHEREAS, the Property is annexed to the Village of North Aurora (hereinafter referred to "Village") and is not subject to an annexation agreement; and

WHEREAS, the Petitioner desires to consolidate the Property in accordance with the Preliminary Plat done by Engineering Enterprises, Inc. on December 4, 2019, attached hereto and incorporated herein by reference as Exhibit "B" (hereinafter the "Preliminary Plat") and to develop the Property as an industrial planned unit development subject to the approval of a site plan consistent with the Preliminary Plat, and the Preliminary Elevations dated December 9, 2019, Preliminary Floor Plan dated December 23, 2019, Preliminary Site Plan dated December 9, 2019, Preliminary Utility Plan dated December 9, 2019, Preliminary Grading Plan dated December 9, 2019, and Preliminary Landscape Plan dated December 18, 2019, prepared by ESI Design Services, a copy of which Preliminary Plans is attached hereto and incorporated herein by reference as Exhibit C (hereinafter "Preliminary Plans"), (collectively the Preliminary Plat and Preliminary Plans are hereinafter call the "Preliminary Plat & Plans").

WHEREAS, a public hearing was held on the application before the Plan Commission of the Village of North Aurora (hereinafter referred to as the "Plan Commission"), on February 4, 2020; and

WHEREAS, the Plan Commission has recommended approval of the application, as indicated in the document attached hereto and incorporated herein by reference as Exhibit D (hereinafter "Plan Commission Recommendation"); and

WHEREAS, the President and Board of Trustees of the Village have concluded that the reasons set forth in the Plan Commission Recommendation for approval are well founded and are consistent with the Zoning Ordinance and other Ordinances of the Village; and

WHEREAS, the Petitioner has submitted all documentation required by the Village for its review of the proposed development; and

WHEREAS, strict compliance with the requirements of the Zoning Ordinance would make it difficult, if not impossible, to develop the Property in such a way as to incorporate such enhancements; and

WHEREAS, the President and the Board of Trustees of the Village of North Aurora have determined that the best interests of the Village will be attained by granting to the Property the special use for a planned development as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated herein as findings of fact by the President and Board of Trustees of the Village of North Aurora.

SECTION 2: The President and Board of Trustees of the Village of North Aurora hereby make the following further findings:

- a. The proposed use of the Property pursuant to the Preliminary Plat & Plans will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- b. The proposed use of the Property pursuant to the Preliminary Plat & Plans will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
- c. The proposed use of the Property pursuant to the Preliminary Plat & Plans will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- d. The proposed use of the Property pursuant to the Preliminary Plat & Plans demonstrates that the exterior architectural appeal and functional plan of any proposed structure will not be so at variation with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

- e. The proposed use of the Property pursuant to the Preliminary Plat & Plans demonstrates that adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
- f. The proposed use of the Property pursuant to the Preliminary Plat & Plans demonstrates that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- g. The proposed use of the Property pursuant to the Preliminary Plat & Plans will comply with the regulations and conditions of the Zoning Ordinance as modified by the Preliminary Plat & Plans.

SECTION 3: That a Special Use for a I-3 Central Industrial Planned Development shall be and is hereby granted to allow Lot 1 (the 12.35 acre portion of the Property) to be developed and used as shown and provided on the Preliminary Plat & Plans with the following conditions:

- A. A minimum of eight (8) accessible parking spaces in close proximity to the front doors of the building shall be provided at all times;
- B. The parking surface on proposed Lot 2 (the 0.25 acre portion of the Property) shall be removed, and Lot 2 shall be planted with grass as part of the last phase of construction, and Lot 2 shall not be used for parking thereafter; Lot 2 shall remain in the R-2 zoning district. Lot 2 shall not be included in the Special Use for an I-3 Central Industrial Planned Development except to the extent that the demolition work, restoration work and “no future parking” restriction on Lot 2 shall be covered by this Agreement.
- C. Semi-tractor trailer truck access to and from the Property shall be primarily at South Street. The Owner shall encourage truck traffic to utilize South Street for access to and from the Property by providing appropriate signage to be submitted for and subject to the approval of the Community and Economic Development Director prior as a condition of the issuance of a building permit;
- D. Construction traffic and parking shall be arranged and maintained so that it does not impede on the ability of the Village and Fire Protection District to provide emergency services, providing through access to and from the site at Grant Street and South Street at all times;
- E. Construction parking shall be contained within the subject property, provided that any overflow of the construction parking that is required to be directed off site in compliance with condition D above shall be arranged to transport workers to/from the Property from an approved off-site location (or locations) to be approved ahead of time by the Community and Economic Development Director;
- F. Outdoor storage shall be limited to vehicles, trailers and equipment, and the outdoor storage of junk, garbage, waste, refuse, raw or finished materials, landscape materials or any hazardous, flammable or toxic materials is strictly prohibited at all times;

- G. Any fencing and/or screening that is maintained on the Property shall be maintained in good repair and condition at all times;
- H. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance;
- I. Parking shall be allowed on the Village property immediately to the west of the Property with a written license or lease agreement which shall be negotiated with the Village, approved and recorded as a condition of the issuance of a building permit;
- J. An easement agreement to allow the building to encroach on the portion of vacated Grant Street identified in the Preliminary Plat & Plans shall be negotiated with the Village, approved and recorded as a condition of the issuance of a building permit;
- K. A Final Plat of Resubdivision consolidating the various fourteen tax parcels into two (2) lots consistent with the Preliminary Plat shall be submitted for approval and must be approved as a condition of the issuance of a building permit.
- L. The Preliminary Plans shall be deemed to constitute the Final Site Plan and no further review and/or approval by the Plan Commission and Village Board shall be required; and
- M. If the Petitioner revises the Preliminary Plans, said revisions shall be reviewed pursuant to the requirements of Chapter 5.7 of the Zoning Ordinance (Changes to Planned Unit Developments). Notwithstanding the preceding sentence, if the Petitioner decides to demolish the existing structures located on 149 South Grant Street (Winco Plastics) and to construct a new facility on that property, said demolition and construction shall be deemed to be a "Technical Change" pursuant to Chapter 5.7 of the Zoning Ordinance provided that (i) the new building is in approximately the same location as the existing building, (ii) there is no reduction in the number of parking spaces provided (parking spaces can be relocated), (iii) there is no increase in building square footage of the existing building, and (iv) there is no increase in the amount of impervious area of the existing site.

SECTION 4: That any variations from the Zoning and Subdivision regulations contained in the Preliminary Plat & Plans are hereby approved, including the Landscape Plan, which deviates from the Village requirement for trees, and is hereby approved with the Preliminary Plat & Plans.

SECTION 5: That the right of the Petitioner, its successors and assigns, to develop the Property in accordance with the Preliminary Plat & Plans is hereby vested, subject to the terms and conditions of the Preliminary Plat & Plans.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage and approval and publication in pamphlet form, as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2020, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2020, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2020, A.D.

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A RESUBDIVISION OF LOT 11, LOT 12 AND THAT PART OF LOT 10 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT, 11.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, 48.6 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF, ALL IN BLOCK 25 OF A.H. STONE'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 1883 IN BOOK 6 OF PLATS, PAGE 79; ALSO,

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN JACOB DICKES' ADDITION TO NORTH AURORA, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1884 IN BOOK 7 OF PLATS, PAGE 8, TOGETHER WITH THE EAST HALF OF VACATED GRANT STREET LYING WESTERLY OF AND ADJOINING SAID LOTS ACCORDING TO THE PLAT OF VACATION RECORDED APRIL 2, 1998 AS DOCUMENT NO. 98K026516; ALSO,

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF 8 IN BLOCK 3 IN JACOB DICKES' ADDITION TO NORTH AURORA; THENCE SOUTH 17 DEGREES, 17 MINUTES, 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8 EXTENDED SOUTHEASTERLY, 4.50 FEET; THENCE SOUTH 72 DEGREES, 53 MINUTES, 00 SECONDS WEST, AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 8, 308 FEET MORE OR LESS FEET TO THE EASTERLY BANK OF THE FOX RIVER; THENCE NORTHERLY ALONG SAID EASTERLY RIVER BANK TO THE SOUTHERLY LINE OF SAID LOT 8 EXTENDED WESTERLY; THENCE NORTH 88 DEGREES, 26 MINUTES 32 SECONDS EAST, ALONG SAID EXTENDED SOUTHERLY LINE AND SAID SOUTHERLY LINE, TO THE POINT OF BEGINNING; ALSO

LOT 1, LOT 2, LOT A AND LOT B IN 149 GRANT STREET SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 2013 AS DOCUMENT NO. 2013K030743;

ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PINs: 15-03-301-015; 15-03-301-016; 15-03-301-017; 15-03-301-018; 15-03-301-019;
15-03-301-020; 15-03-301-021; 15-03-301-022; 15-03-301-023; 15-03-301-028;
15-03-301-029; 15-03-301-030; and 15-03-301-031

EXHIBIT B

PRELIMINARY PLAT

PRELIMINARY PLAT AURORA PACKING COMPANY

BEING A RESUBDIVISION OF PART OF LOT 10, LOTS 11 AND 12 IN BLOCK 25 OF A.H. STONE'S SUBDIVISION, LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 3 IN JACOB DICKER'S ADDITION, LOTS 1, 2, A AND B IN 148 GRANT STREET SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF SUBJECT PROPERTY.

A RESUBDIVISION OF LOT 11, LOT 12 AND THAT PART OF LOT 10 LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT 11, 11.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 10, 48.8 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF, ALL IN BLOCK 25 OF A.H. STONE'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1983 IN BOOK 5 OF PLATS, PAGE 75;

ALSO,

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN JACOB DICKER'S ADDITION TO NORTH AURORA, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1954 IN BOOK 7 OF PLATS, PAGE 6, TOGETHER WITH THE EAST HALF OF VACATED GRANT STREET LYING WESTERLY OF AND ADJOINING SAID LOTS ACCORDING TO THE PLAT OF VACATION RECORDED APRIL 2, 1988 AS DOCUMENT NO. 200003251;

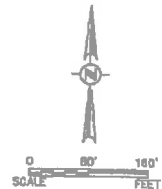
ALSO,

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF 8 IN BLOCK 3 IN JACOB DICKER'S ADDITION TO NORTH AURORA; THENCE SOUTH 17 DEGREES, 17 MINUTES, 00 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 8 EXTENDED SOUTHEASTERLY, 450 FEET; THENCE SOUTH 72 DEGREES, 23 MINUTES, 00 SECONDS WEST, AT RIGHT ANGLE TO THE EASTERLY LINE OF SAID LOT 8, 300 FEET; THENCE NORTH 17 DEGREES, 17 MINUTES, 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 8 EXTENDED WESTERLY, 100 FEET; THENCE NORTH 88 DEGREES, 20 MINUTES 30 SECONDS EAST, ALONG SAID EXTENDED SOUTHWESTLY LINE AND SAID SOUTHERLY LINE, TO THE POINT OF BEGINNING;

ALSO

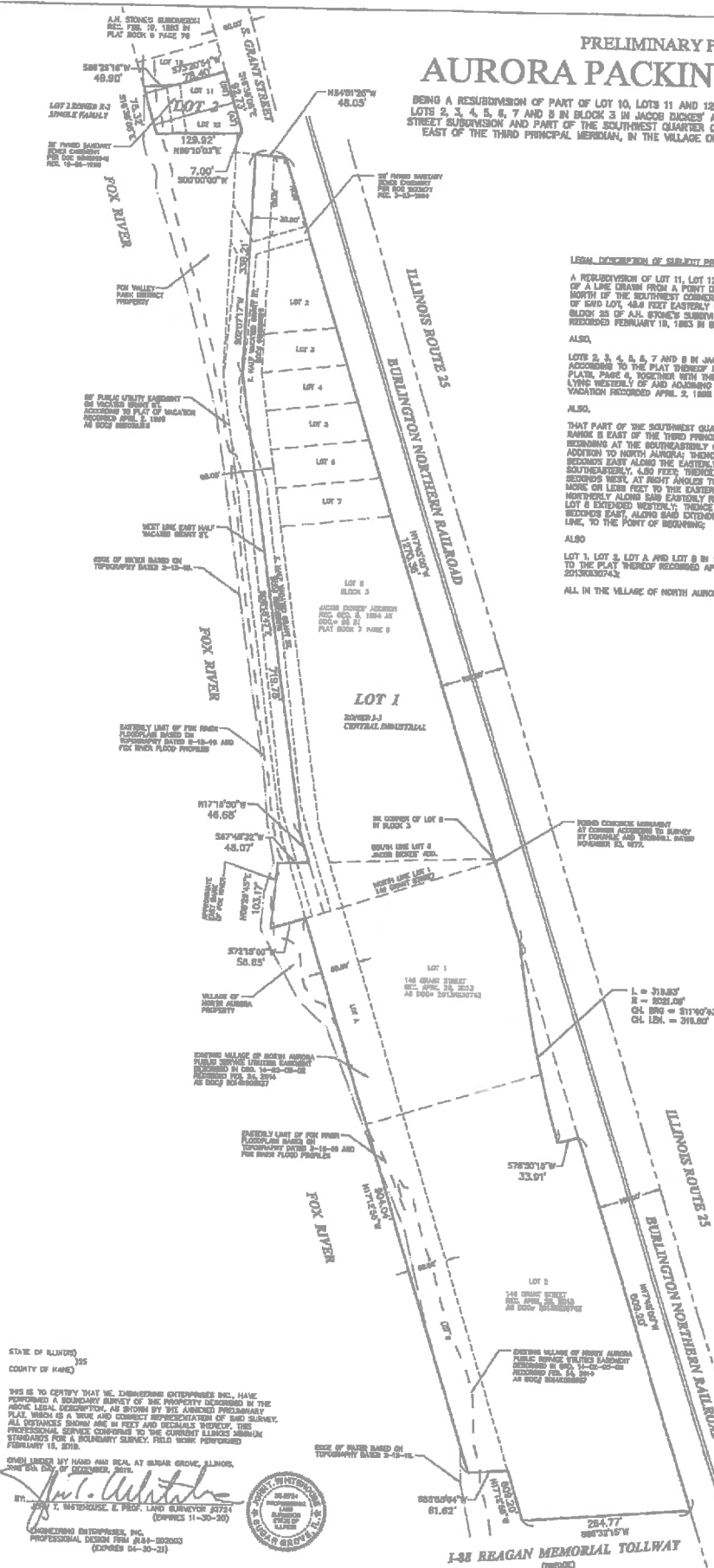
LOT 1, LOT 2, LOT A AND LOT B IN 148 GRANT STREET SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2013 AS DOCUMENT NO. 200003251;

ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.



LOT 1
AREA = 12.348 ACRES

LOT 2
AREA = 6.245 ACRES



STATE OF ILLINOIS
COUNTY OF KANE

THIS IS TO CERTIFY THAT MC. THOMAS ENTERPRISES INC. HAVE PERFORMED A BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE LEGAL DESCRIPTION, AS SHOWN BY THE ATTACHED PRELIMINARY PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. THE PROFESSIONAL SURVEY CONFORMS TO THE CURRENT ILLINOIS SURVEY STANDARDS FOR A BOUNDARY SURVEY. FIELD WORK PERFORMED FEBRUARY 15, 2016.

GIVEN UNDER MY HAND AND SEAL AT SARAS GROVE, ILLINOIS, THIS 24th DAY OF DECEMBER, 2016.

John T. Whitehouse
BY: JOHN T. WHITEHOUSE, E. PROF. LAND SURVEYOR #2734
(EXPIRES 11-30-20)



EXHIBIT C
PRELIMINARY PLANS



2 EAST ELEVATION



3 WEST ELEVATION ENLARGED
AS 1/8" = 2'-0"

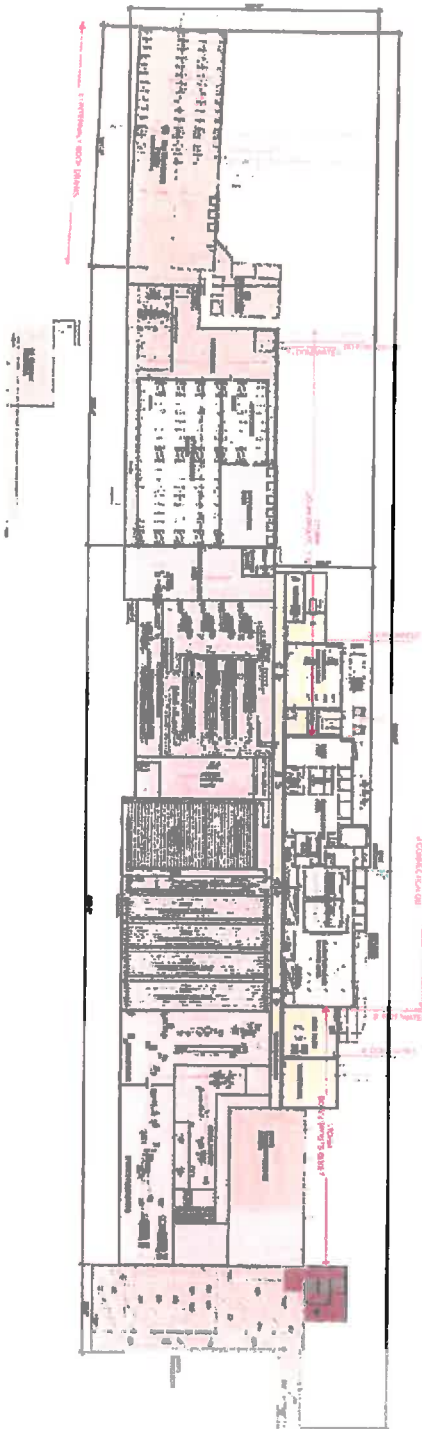
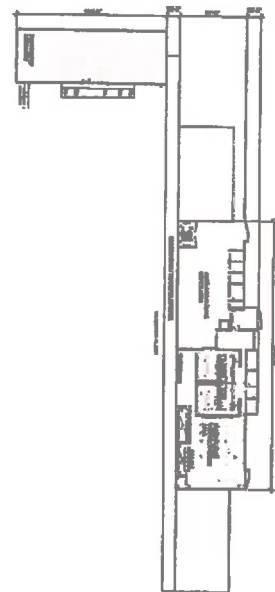
The map illustrates the global distribution of the four major world religions. Christianity (red) is concentrated in Europe, North America, and parts of Africa and South America. Islam (green) is prominent in the Middle East, North Africa, and Southeast Asia. Hinduism (yellow) is primarily located in South Asia, particularly in India. Buddhism (blue) is found in East Asia, Southeast Asia, and parts of Central Asia. The map also shows the distribution of other major religions like Judaism and Sikhism, and the locations of major religious centers and regions.

.....



ESI
Cultura Impresa
Sviluppo Impiegato

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DOI: 10.1002/for



OVERALL FLOOR PLAN - OPTION D

PROPOSED SITE DATA

DATE:	12/18/2018
PROJECT:	PROPOSED NEW BEEF SLAUGHTER FACILITY
OWNER:	AURORA PACKING COMPANY
DESIGNER:	ESI ARCHITECTURAL
PROJECT NO.:	18-002
TOTAL BUILDING FOOTPRINT:	118,000 SQ. FT.
TOTAL BUILDING FOOTPRINT:	118,000 SQ. FT.
TOTAL BUILDING FOOTPRINT:	118,000 SQ. FT.
TOTAL BUILDING FOOTPRINT:	118,000 SQ. FT.
TOTAL BUILDING FOOTPRINT:	118,000 SQ. FT.

ARCHITECTURAL

A1D

PROPOSED NEW BEEF SLAUGHTER FACILITY

AURORA PACKING COMPANY

NORTH AURORA, IL 60542

ESI ARCHITECTURAL

18-002

PROPOSED NEW BEEF SLAUGHTER FACILITY

AURORA PACKING COMPANY

NORTH AURORA, IL 60542

ESI ARCHITECTURAL

18-002

PROPOSED NEW BEEF SLAUGHTER FACILITY

AURORA PACKING COMPANY

NORTH AURORA, IL 60542

ESI ARCHITECTURAL

18-002

PROPOSED NEW BEEF SLAUGHTER FACILITY

AURORA PACKING COMPANY

NORTH AURORA, IL 60542

ESI ARCHITECTURAL

18-002

PROPOSED NEW BEEF SLAUGHTER FACILITY

AURORA PACKING COMPANY

NORTH AURORA, IL 60542

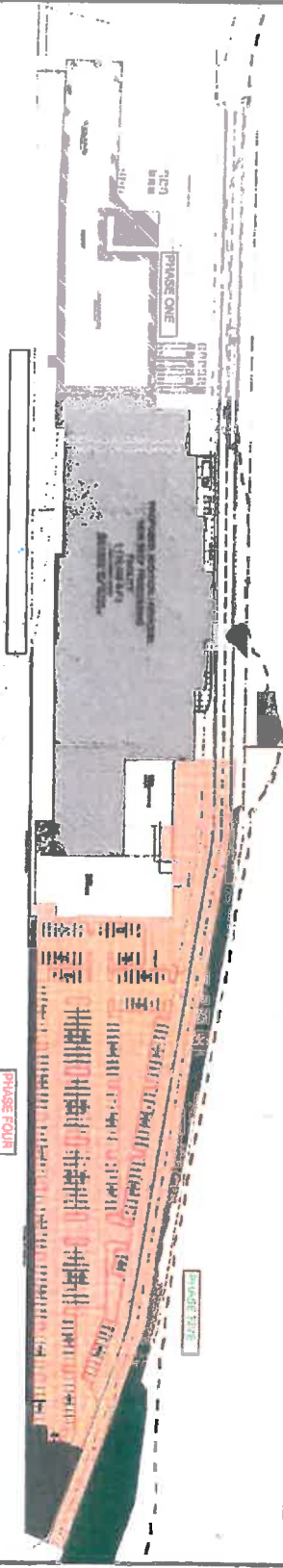


CURRENT OVERLAY CONDITION

NOTES:

CONSTRUCTION PHASING SCHEDULE

- PHASE ONE:**
 - DEMOLITION OF EXISTING BUILDING AND ASBESTOS REMEDIATION.
 - EXCAVATION / RECONSTRUCTION OF NEW BUILDING PAD.
- PHASE TWO:**
 - CONSTRUCTION OF NEW BUILDING AND RECONSTRUCTION TO EXISTING BUILDING.
 - SITE GRADING AT NEW CONSTRUCTION AND IMPROVE SURROUNDING AREA.
- PHASE THREE:**
 - CONSTRUCTION OF EXISTING AND NEW BUILDING.
- PHASE FOUR:**
 - NEW BUILDING AND IMPROVE PARKING.
 - GRADING AND PAVING.
 - LANDSCAPING AND IRRIGATION.
- PHASE FIVE:**
 - RECONSTRUCTION OF EXISTING AND IMPROVE AREA.
 - TRUCK AND TRAILER.



PRELIMINARY SITE DEVELOPMENT PHASING PLAN

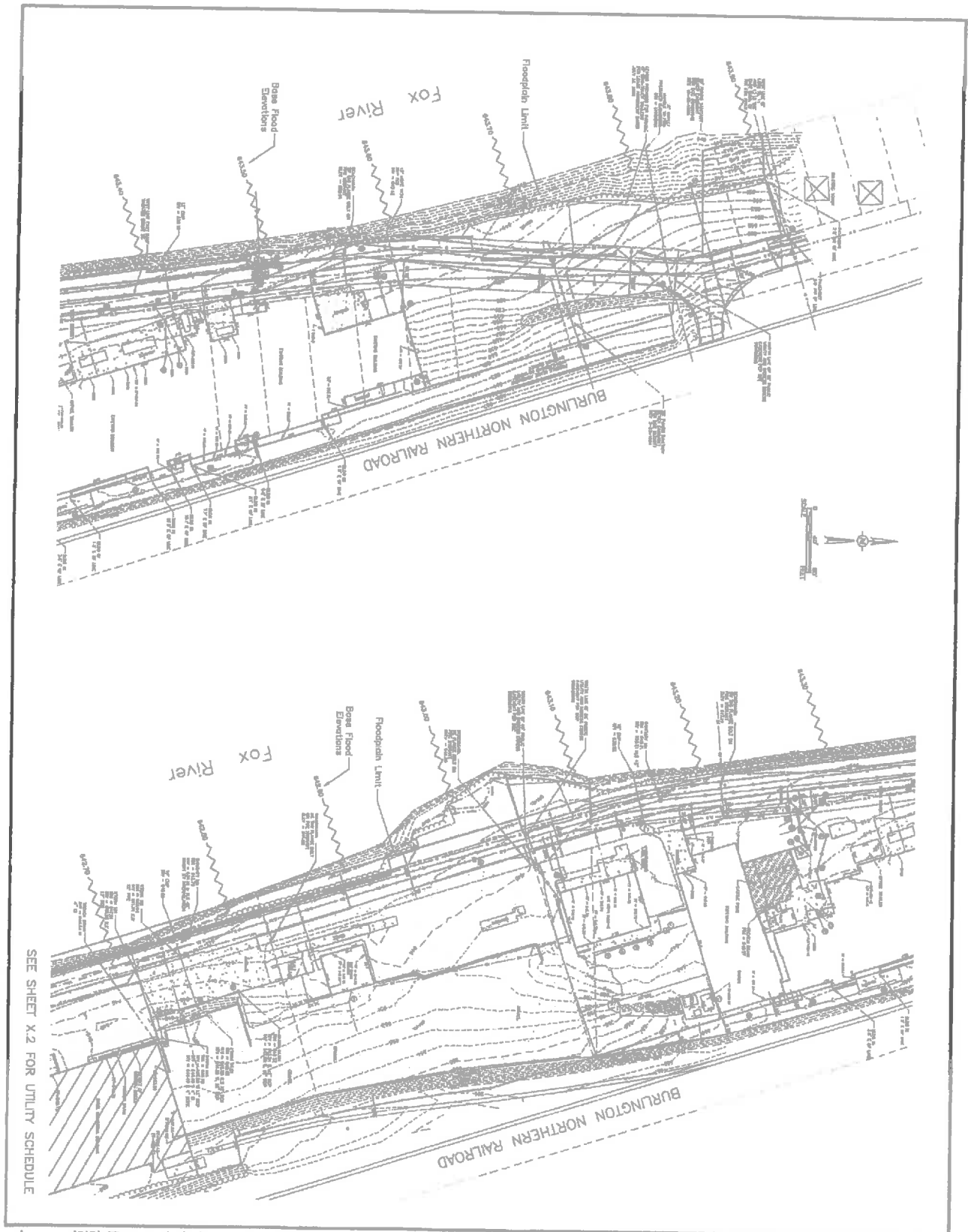
NOTES:

PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542



PH1
PHASING PLAN

PRELIMINARY NOT FOR CONSTRUCTION

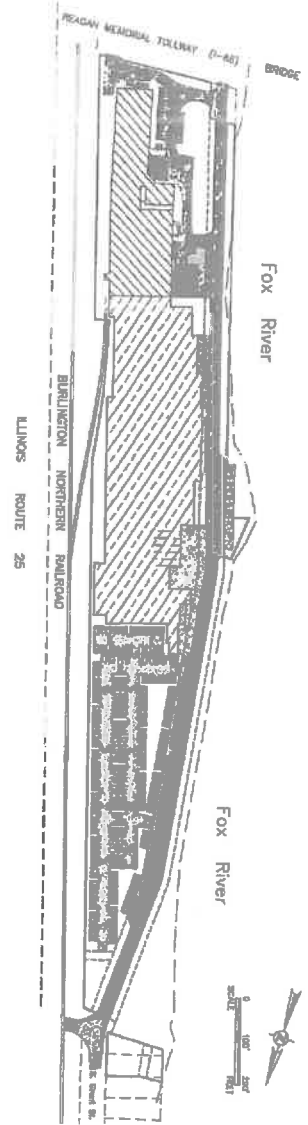


SEE SHEET X.2 FOR UTILITY SCHEDULE

<p>PROPOSED NEW BEEF SLAUGHTER FACILITY AURORA PACKING COMPANY NORTH AURORA, IL 60542</p>	<p>5th</p>		<p>PROJECT TITLE</p>
			<p>EXISTING CONDITIONS</p>
			<p>EXHIBIT (N)</p>
			<p>DATE</p>

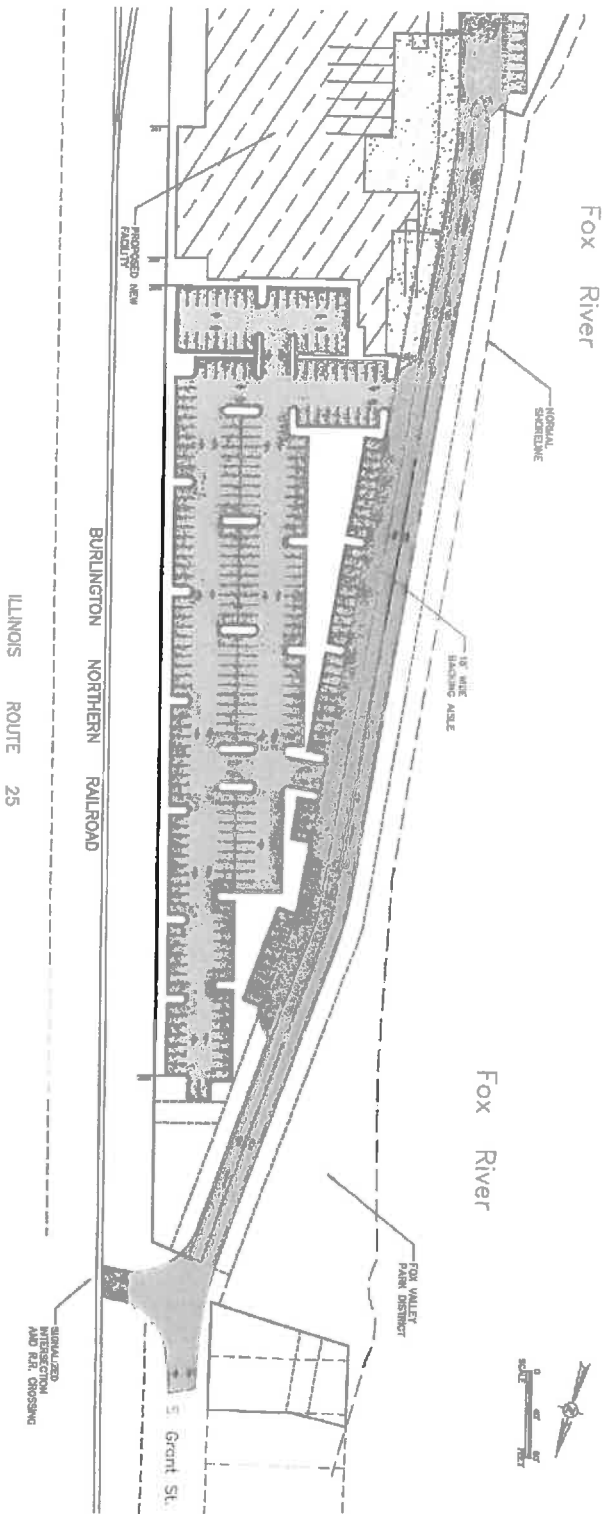
PRELIMINARY NOT FOR CONSTRUCTION

Overall Site Plan



Site Data Table

Site Area:	12,583 acres
Existing Building Area:	182,503 SF
Proposed Building Area:	202,884 SF
Proposed Production & Office Area:	148,087 SF
Existing Impervious Area:	512,355 SF
Proposed Impervious Area:	476,761 SF
Required Parking Spaces:	283
Proposed Parking Spaces:	333 (incl. 5 ADA)
Required Loading Spaces:	4
Proposed Loading Spaces:	16 (5 INDOOR)



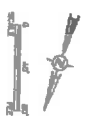
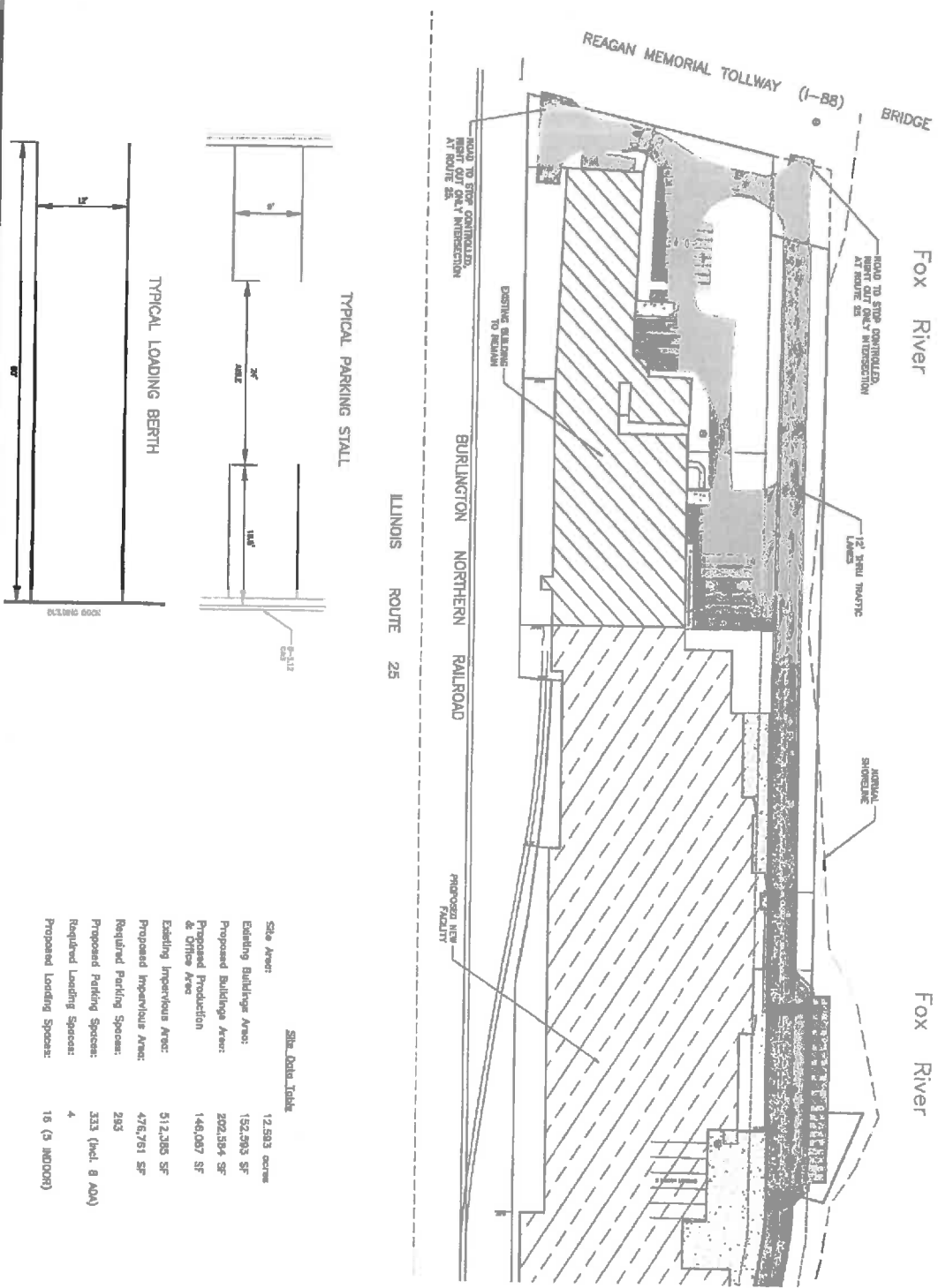
PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542



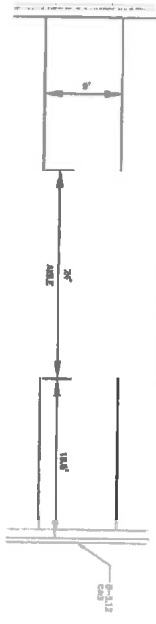
PRELIMINARY NOT FOR CONSTRUCTION

C.1

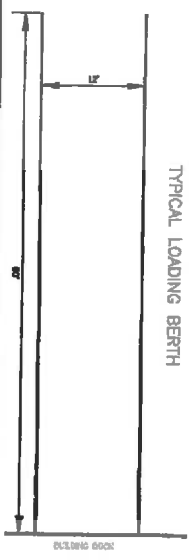
PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542



TYPICAL PARKING STALL



TYPICAL LOADING BERTH



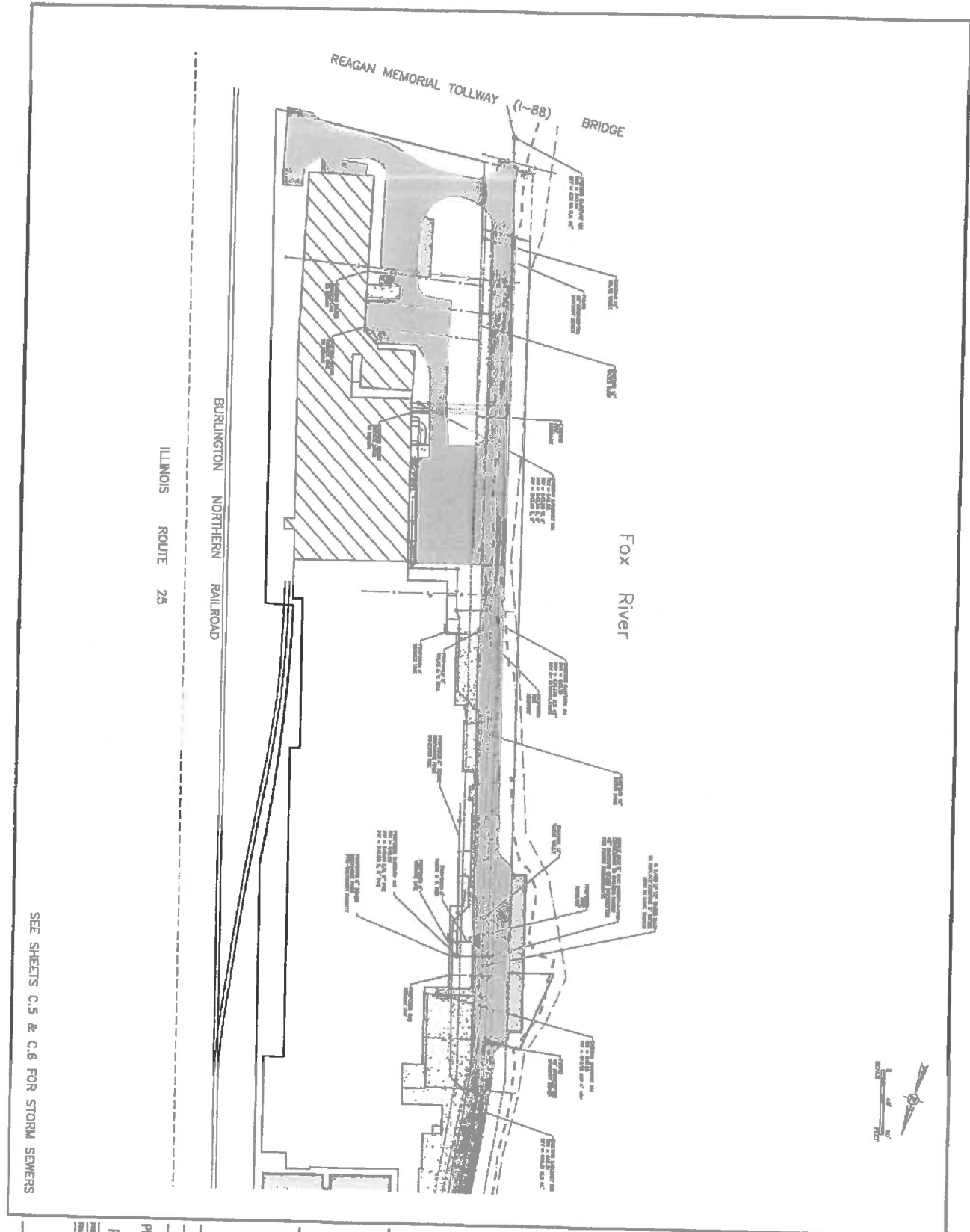
Site Data Table

Site Area:	12,593 ACRES
Existing Building Area:	152,593 SF
Proposed Building Area:	202,594 SF
Proposed Production & Office Area:	148,087 SF
Existing Impervious Area:	512,385 SF
Proposed Impervious Area:	476,761 SF
Required Parking Spaces:	293
Proposed Parking Spaces:	333 (incl. 8 ADA)
Required Loading Spaces:	4
Proposed Loading Spaces:	16 (3 INDOOR)

PROPOSED NEW
BEEF SLAUGHTER FACILITY
AURORA PACKING COMPANY
NORTH AURORA, IL 60542



PRELIMINARY SITE
PLAN (S)
C.2



SEE SHEETS C.5 & C.6 FOR STORM SEWERS

C.4

PRELIMINARY UTILITY PLAN (S)

DATE: 10/1/00

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

PROPOSED NEW BEEF SLAUGHTER FACILITY

AURORA PACKING COMPANY

NORTH AURORA, IL 60542

ESI ENGINEERING & SURVEYING, INC.

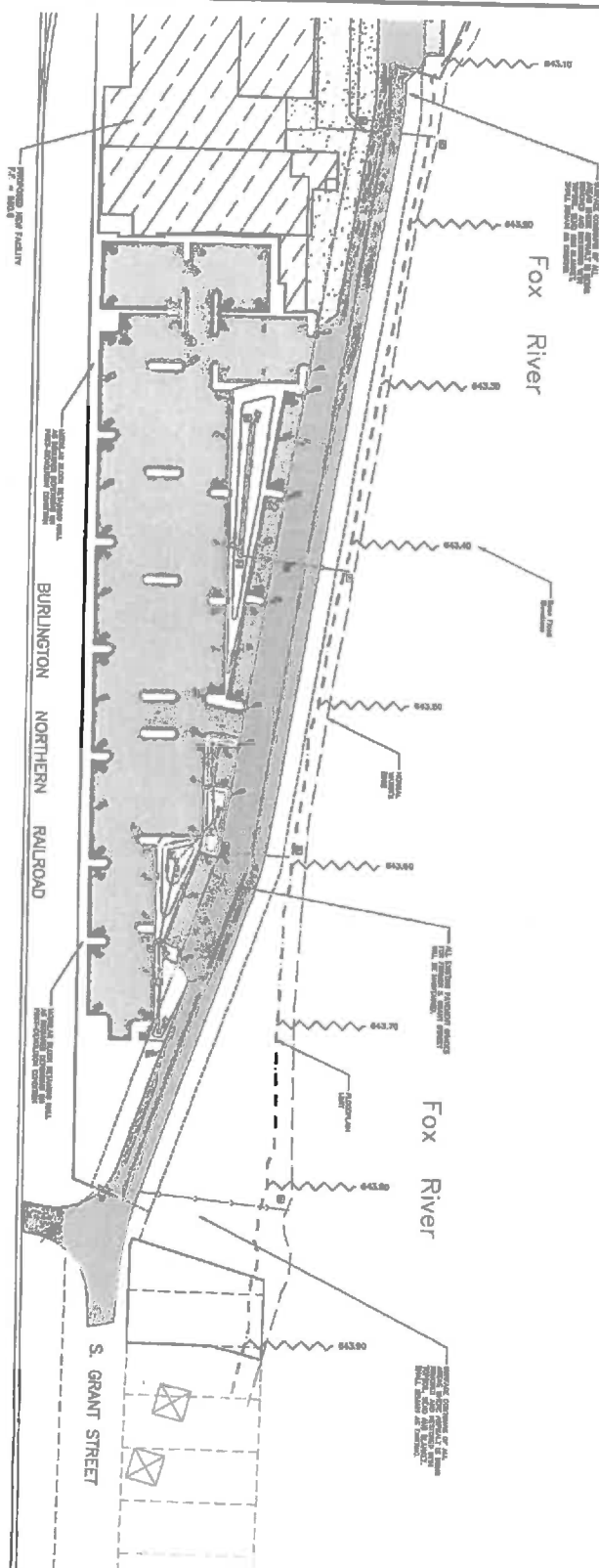
1000 N. RIVER STREET, SUITE 200

CHICAGO, IL 60610

TEL: (312) 329-1000 FAX: (312) 329-1001

WWW.ESI-ENGINEERING.COM

PRELIMINARY NOT FOR CONSTRUCTION



ILLINOIS ROUTE 25

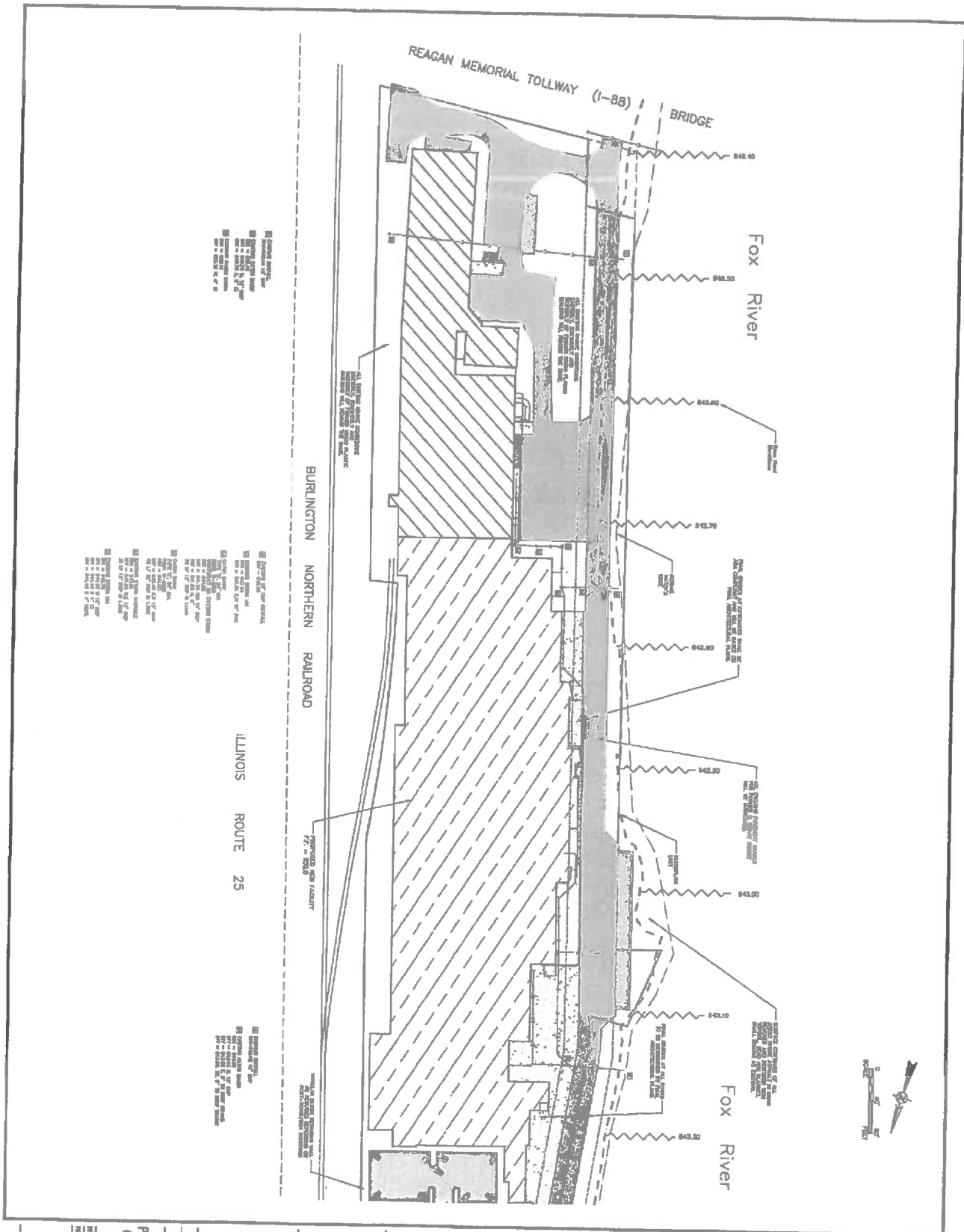
[illegible][illegible][illegible][illegible]

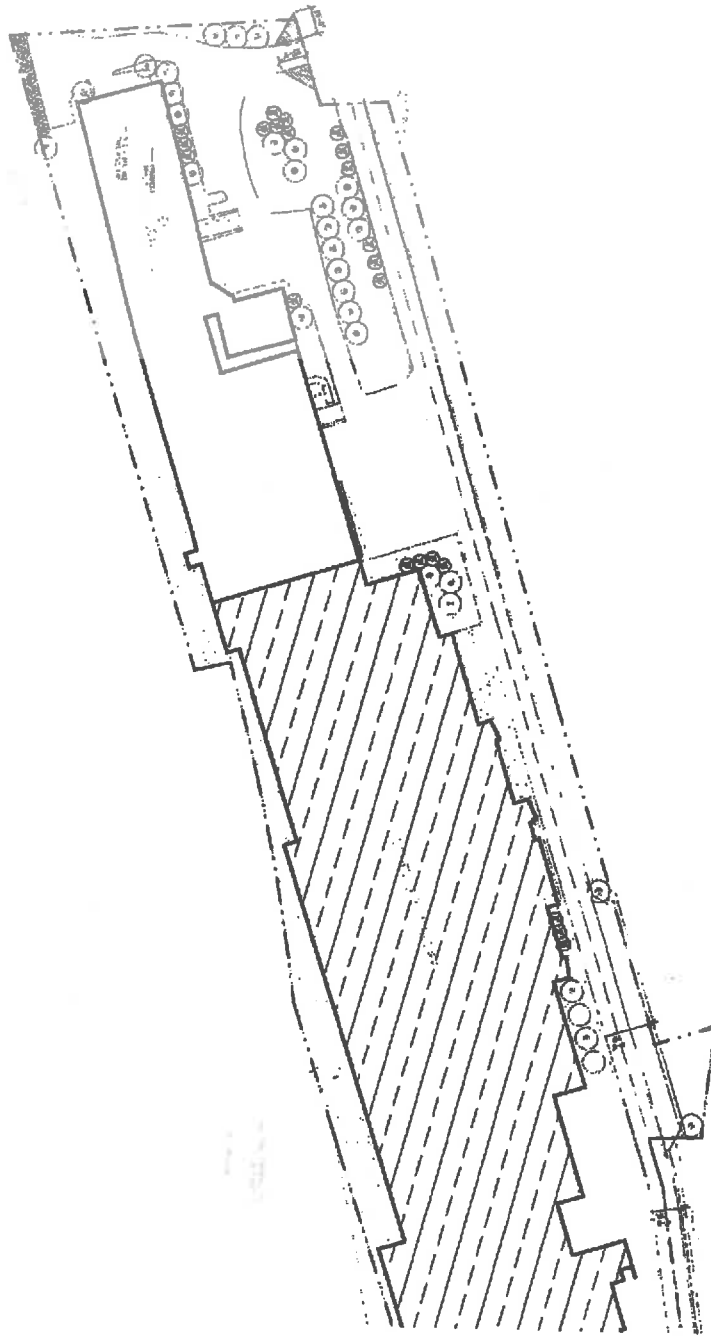
Q2 Polymer synthesis.
Polymerization
of 1 in benzene

C.5

PRELIMINARY
GRADING
PLAN (N)

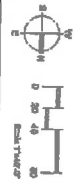
PRELIMINARY NOT FOR CONSTRUCTION





NOT TO SCALE
 THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF ESI ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF ESI ENGINEERING, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY DESIGN	10/1/01	ESI
2	REVISION	10/1/01	ESI
3	REVISION	10/1/01	ESI
4	REVISION	10/1/01	ESI
5	REVISION	10/1/01	ESI



- LEGEND**
- EXISTING BUILDING
 - NEW BUILDING
 - EXISTING DRIVE
 - NEW DRIVE
 - EXISTING SIDEWALK
 - NEW SIDEWALK
 - EXISTING LOT
 - NEW LOT
 - EXISTING FENCE
 - NEW FENCE
 - EXISTING UTILITY
 - NEW UTILITY
 - EXISTING EROSION CONTROL
 - NEW EROSION CONTROL
 - EXISTING LANDSCAPE
 - NEW LANDSCAPE
 - EXISTING TREES
 - NEW TREES
 - EXISTING SIGNAGE
 - NEW SIGNAGE
 - EXISTING LIGHTING
 - NEW LIGHTING
 - EXISTING PAVING
 - NEW PAVING
 - EXISTING CURB
 - NEW CURB
 - EXISTING DRAINAGE
 - NEW DRAINAGE
 - EXISTING FLOODING
 - NEW FLOODING
 - EXISTING EROSION CONTROL
 - NEW EROSION CONTROL
 - EXISTING LANDSCAPE
 - NEW LANDSCAPE
 - EXISTING TREES
 - NEW TREES
 - EXISTING SIGNAGE
 - NEW SIGNAGE
 - EXISTING LIGHTING
 - NEW LIGHTING
 - EXISTING PAVING
 - NEW PAVING
 - EXISTING CURB
 - NEW CURB
 - EXISTING DRAINAGE
 - NEW DRAINAGE
 - EXISTING FLOODING
 - NEW FLOODING

L.2

PROPOSED NEW
 BEEF SLAUGHTER FACILITY
 AURORA PACKING COMPANY
 NORTH AURORA, IL 60542

ESI ENGINEERING, INC.
 1000 N. WILSON AVENUE
 SUITE 100
 AURORA, IL 60007
 (708) 421-1100
 FAX (708) 421-1101
 WWW.ESI-ENGINEERING.COM

PROPOSED NEW
 BEEF SLAUGHTER FACILITY
 AURORA PACKING COMPANY
 NORTH AURORA, IL 60542



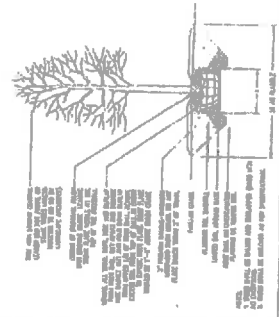
PRELIMINARY NOT FOR CONSTRUCTION

Component Name	Activity Name	Category Code	Priority
Component 1	ACT 1.1	1.1.1	High
	ACT 1.2	1.1.2	Medium
	ACT 1.3	1.1.3	Low
	ACT 1.4	1.1.4	High
	ACT 1.5	1.1.5	Medium
	ACT 1.6	1.1.6	Low
	ACT 1.7	1.1.7	High
	ACT 1.8	1.1.8	Medium
	ACT 1.9	1.1.9	Low
	ACT 1.10	1.1.10	High
	ACT 1.11	1.1.11	Medium
	ACT 1.12	1.1.12	Low
	ACT 1.13	1.1.13	High
	ACT 1.14	1.1.14	Medium
	ACT 1.15	1.1.15	Low
Component 2	ACT 2.1	2.1.1	High
	ACT 2.2	2.1.2	Medium
	ACT 2.3	2.1.3	Low
	ACT 2.4	2.1.4	High
	ACT 2.5	2.1.5	Medium
	ACT 2.6	2.1.6	Low
	ACT 2.7	2.1.7	High
	ACT 2.8	2.1.8	Medium
	ACT 2.9	2.1.9	Low
	ACT 2.10	2.1.10	High
	ACT 2.11	2.1.11	Medium
	ACT 2.12	2.1.12	Low
	ACT 2.13	2.1.13	High
	ACT 2.14	2.1.14	Medium
	ACT 2.15	2.1.15	Low
Component 3	ACT 3.1	3.1.1	High
	ACT 3.2	3.1.2	Medium
	ACT 3.3	3.1.3	Low
	ACT 3.4	3.1.4	High
	ACT 3.5	3.1.5	Medium
	ACT 3.6	3.1.6	Low
	ACT 3.7	3.1.7	High
	ACT 3.8	3.1.8	Medium
	ACT 3.9	3.1.9	Low
	ACT 3.10	3.1.10	High
	ACT 3.11	3.1.11	Medium
	ACT 3.12	3.1.12	Low
	ACT 3.13	3.1.13	High
	ACT 3.14	3.1.14	Medium
	ACT 3.15	3.1.15	Low

PLANT SCHEDULE

PLANTING SPECIFICATIONS

all having medium small conifers to medium size "deciduous" in some stunted specimens for pine and broad conifers, latest center the animals around half a mile from the "deciduous" in some stunted specimens for pine and broad conifers, latest center.



B DECIDUOUS TREE PLANTING 2/8-1-0*

B	DECIDUOUS TREE PLANTING
----------	--------------------------------

NOT USED

NOT USED

1953 10 1

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: PETITION 20-01: RANDALL CROSSING MIXED USE DEVELOPMENT
AGENDA: MARCH 2, 2020 REGULAR VILLAGE BOARD MEETING

ITEMS

- 1) Ordinance approving the amendment to the Annexation Agreement between Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision Randall Crossing Lot 3 Mixed Use Development
- 2) An Ordinance approving an amendment to the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development affecting only Lot 3 of the Randall Crossing Commercial Development

DISCUSSION

Staff has been working with the developer of the MyPlace Hotel on a three-story commercial/residential mixed use building on Lot 3 of Randall Crossing. A public hearing was held before the Plan Commission at their January 7, 2019 meeting where the Plan Commission unanimously recommended approval of the development. The development plans were then discussed with the Village Board at their January 20, 2020 Committee of the Whole meeting with no issues being mentioned.

The item was brought back to the Village Board on February 17, 2020 to allow for the formal public hearing of the Annexation Agreement amendment and to discuss the impact fee reduction requested by the petitioner. The petitioner requested to reduce the traffic impact fee to \$1 per square foot and waive the water connection fee. The Village Board stated the impact fees are intended to help offset the impact of the development and reducing such fees could place undue burden on residents to pay for maintenance of improvements. While the Board could not conclude on rationale for waiving the water connection fee, the Board was supportive of reducing the traffic impact fee as proposed. The Board cited the use would be changing from commercial to mixed use; therefore, a reduction in traffic would be anticipated. Staff also noted during the discussion that the preliminary plan for that property included a commercial pad site at an estimated 4,000 square feet; as such, the reduced traffic impact fee would still be double that of the use included on the preliminary plan. The Annexation Agreement amendment includes the reduction to the traffic impact fee, but not a waiver for the water connection fee.

Attachments:

- 1) Ordinance approving the amendment to the Annexation Agreement between Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision Randall Crossing Lot 3 Mixed Use Development
- 2) An Ordinance approving an amendment to the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development affecting only Lot 3 of the Randall Crossing Commercial Development

ORDINANCE NO.

**ORDINANCE APPROVING THE AMENDMENT TO THE ANNEXATION
AGREEMENT BETWEEN VILLAGE OF NORTH AURORA, ILLINOIS AND
WISEMAN-HUGHES ENTERPRISES, INC.
RANDALL HIGHLANDS SUBDIVISION
RANDALL CROSSING LOT 3 MIXED USE DEVELOPMENT**

WHEREAS, N.A. Townhomes LLC (hereinafter the “Applicant”) filed a petition for amendment to the Annexation Agreement between the Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision dated June 27, 2005, approved by Ordinance No. 05-06-27-01, recorded together in the Kane County Recorder’s Office on August 17, 2005, as Document No. 2005K096385 and re-recorded on October 18, 2005, as Document No. 2005K125197 (hereinafter the “Annexation Agreement”) along with an amendment to the PUD and for site plan approval, with the consent of the owner of the property identified in the Annexation Agreement; and

WHEREAS, the President and the Trustees have considered the Amendment pursuant to notice and a public hearing as required by law and find the Amendment is in the best interests of the Village of North Aurora.

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Amendment to Annexation Agreement is hereby approved in the form attached as Exhibit A.
3. The Village President and Village Clerk are authorized and directed to sign the Amendment to Annexation Agreement.
4. This Ordinance shall take immediate full force and effect from and after its passage, approval 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 _____, 2020, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County,
Illinois this ____ day of _____, 2020, A.D.

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

Approved and signed by me as President of the Board of Trustees of the Village
of North Aurora, Kane County, Illinois this ____ day of _____, 2020, A.D.

ATTEST:

Village President

Village Clerk

EXHIBIT "A"

AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN VILLAGE
OF NORTH AURORA, ILLINOIS AND
WISEMAN-HUGHES ENTERPRISES, INC.
RANDALL HIGHLANDS SUBDIVISION
RANDALL CROSSING LOT 3 MIXED USE DEVELOPMENT

AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN
VILLAGE OF NORTH AURORA, ILLINOIS AND
WISEMAN-HUGHES ENTERPRISES, INC.
RANDALL HIGHLANDS SUBDIVISION
RANDALL CROSSING LOT 3 MIXED USE DEVELOPMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **VILLAGE OF NORTH AURORA, ILLINOIS**, a Municipal Corporation, hereinafter called "Village", **DECADE GROUP-RANDALL, LLC**, hereinafter call "Owner" and **N.A. TOWNHOMES LLC** hereinafter called "Developer".

WITNESSETH:

WHEREAS, DECADE GROUP-RANDALL, LLC is the Owner of record of the Property legally described as follows:

LOT 3, IN N.A. TOWNHOME'S RANDALL CROSSING, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2017 AS DOCUMENT NUMBER 2017K050873, IN KANE COUNTY ILLINOIS.

PIN 12-32-403-020

(hereinafter sometimes referred to as the "Property"), which Property is generally located immediately north of Ritter Street, half way between Randall Road to the east and Comiskey Avenue to the west in the Randall Crossing Subdivision of the Randall Highlands Development in the Village of North Aurora, Kane County, Illinois; and

WHEREAS, N.A. TOWNHOMES LLC desires to develop the Property (hereinafter referred herein as the "Developer") and has filed an Application for zoning and site plan approval for development of the Property; and

WHEREAS, the Property was annexed pursuant to that certain ANNEXATION AGREEMENT BETWEEN VILLAGE OF NORTH AURORA, ILLINOIS and WISEMAN-HUGHES ENTERPRISES, INC. RANDALL HIGHLANDS SUBDIVISION dated June 27, 2005, approved by Ordinance No. 05-06-27-01, recorded together in the Kane County Recorder's Office on August 17, 2005, as Document No. 2005K096385 and re-recorded on October 18, 2005, as Document No. 2005K125197 (hereinafter the "Annexation Agreement") as amended thereafter; and

WHEREAS, the Property is zoned B-2 General Commercial District and subject to a mixed use planned unit development pursuant to Ordinance No. 05-06-27-03, being an Ordinance

Granting a Special Use as a Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development (hereinafter the "PUD Ordinance"); and

WHEREAS, a Petition for Amendment to the Annexation Agreement has been filed as required by the Illinois Municipal Code; and

WHEREAS, the Owner and Developer desire to amend the Annexation Agreement for the Property to be developed as mixed use multi-family apartment and commercial development; and

WHEREAS, the Owner and the Developer with a contract interest in the Property represent that no other parties have any right, title, interest or claim in the Property; and

WHEREAS, this Amendment to the Annexation Agreement is made pursuant to the provisions Illinois Municipal Code; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters required for the consideration, approval, and execution of this Agreement have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

WHEREAS, an Amendment to the Annexation Agreement will allow for the development of the Property according to sound planning, will aid in developing the Village as a balanced community and will assist the Village in realizing the purpose of the Comprehensive Plan of the Village of North Aurora; and

WHEREAS, the President and Board of Trustees of the Village have, by a vote of two-thirds (2/3) of the Corporate Authorities currently holding office, have approved this Amendment to the Annexation Agreement by ordinance directing the Village President to execute and the Village Clerk to attest this Amendment to the Annexation Agreement on behalf of the Village;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed by and between the Village and Owner as follows:

1. **RECITALS.** The representations and recitations set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and become a part of this Agreement as though they were fully set forth in this Paragraph 1.
2. **AMENDMENT.** The Annexation Agreement is hereby amended only as to the Property as follows:
3. **ZONING.** The zoning for the Property shall be amended to allow a single building mixed-use multi-family residential and commercial planned unit development as provided in the document attached hereto and incorporated herein by reference as Exhibit A.

4. **AGREED MONETARY CONTRIBUTIONS.** The monetary contributions as reflected in Exhibit L attached to the Annexation Agreement are modified for the Property as follows:

A. The Traffic Impact Fee is hereby reduced to \$1 per square foot for the mixed use building.

5. **SCOPE.** This Amendment does not affect the zoning or other terms and condition of property in the Randall Highlands Development and Randall Crossing Commercial Development except as specifically stated in this Amendment. All of the property and provisions of the Annexation Agreement not specifically amended by this Amendment to the Annexation Agreement shall remain in full effect unchanged by this Amendment to the Annexation Agreement.

6. **BINDING EFFECT AND TERM.** This Amendment to the Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for the period of twenty (20) years from the date of the Annexation Agreement

7. **COVENANT RUNNING WITH THE LAND.** This Agreement constitutes a covenant running with the land and is binding upon the parties hereto, all grantees, successors in interest, assigns and lessees, and successors.

8. **MODIFICATIONS.** Modifications hereof may be effected by the procedures established by law, in force from time to time, such as permit its initial approval. Village and the Owner of record of any portion of the Property, even if not the Owner named herein, may agree to modify this Agreement with respect to such portion of the Property. This agreement may be amended by the Village and the owner of record of a portion of the subject realty as to the provisions applying exclusively thereto, without the consent of the Owner of other portions of the subject realty not affected by this amendment.

9. **SEPARABILITY.** The provisions hereof shall be deemed to be separable; and if any section, paragraph, clause, provisions or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision of this Agreement.

10. **COOPERATION.** Village and Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms, including the terms of the PUD Ordinance to be passed concurrently with the annexation of the Property. Both Village and Owner shall act in good faith, reasonably and promptly with respect to all consents, approvals and actions required or requested of it or taken by it hereunder or in connection with the development of the Property. During the term of this Agreement, Owner may continue its current uses on the Property including farming and general agricultural uses as to those portions of the Property not then developed.

11. **RECORDING.** This Agreement shall be recorded in the County Recorder of Deeds Office by the Village.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

VILLAGE OF NORTH AURORA, ILLINOIS
an Illinois Municipal Corporation

ATTEST:

By: _____
Village President

Village Clerk

OWNER
DECADE GROUP-RANDALL, LLC

By: _____
Its

DEVELOPER
N.A. TOWNHOMES LLC

By: _____
Its

EXHIBIT "A"

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE SPECIAL USE MULTI-DISTRICT
MIXED USE PLANNED UNIT DEVELOPMENT
FOR THE RANDALL HIGHLANDS DEVELOPMENT
AFFECTING ONLY LOT 3 OF THE
RANDALL CROSSING COMMERCIAL DEVELOPMENT**

THE VILLAGE OF NORTH AURORA

ORDINANCE No. _____

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE SPECIAL USE MULTI-DISTRICT
MIXED USE PLANNED UNIT DEVELOPMENT
FOR THE RANDALL HIGHLANDS DEVELOPMENT
AFFECTING ONLY LOT 3 OF THE
RANDALL CROSSING COMMERCIAL DEVELOPMENT**

WHEREAS, an Ordinance No. 05-06-27-03 being an Ordinance Granting a Special Use as a Multi-District Mixed Use PUD for Randall Highlands Development was approved on June 27, 2005, for the Randall Highlands Development, including the Randall Crossing Commercial portion of that development (hereinafter the “PUD Ordinance”);

WHEREAS, and the PUD Ordinance was amended by Ordinance No. 09-03-02-01, being an Ordinance Approving a Second Amendment for the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development on March 2, 2009 (hereinafter the “2nd PUD Amendment”) regarding signage; and

WHEREAS, and the PUD Ordinance was amended by Ordinance No. 17-04-03-02 being an Ordinance Approving an Amendment to the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development Affecting Only a Portion of the Randall Crossing Commercial Development on April 3, 2017, creating the N.A. Lodgings Randall Crossing Development of the Randall Crossing Development (hereinafter the “NA Lodgings PUD”), which created the Property; and

WHEREAS, DECADE GROUP – RANDALL, LLC, owner of the property legally described in **Exhibit A** (hereinafter the “Property”), hereinafter called “Owner” and **N.A. TOWNHOMES LLC**, hereinafter called the “Developer”, has requested an amendment to the Randall Highlands Multi-District Mixed Use PUD to allow a single building, mixed use, multi-family and commercial use, development on the Property:

WHEREAS, the North Aurora Plan Commission conducted a public hearing on January 7, 2020, pursuant to notice as required by law and reviewed this request for the Planned Unit Development Amendment; and

WHEREAS, the Staff and Plan Commission have considered the criteria applicable to the

1 amendment of planned unit developments and have recommended that the amendment to the PUD
2 Ordinance be approved to allow a single building, mixed use, multi-family and commercial use,
3 development on the Property with appropriate conditions.

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

6 **Section 1** The recitals set forth above are incorporated herein as the material findings of the
7 Board of Trustees.

8 **Section 2 Permitted Uses**

9 **Section 2.1** of the PUD Ordinance as amended by the 2nd PUD Amendment and NA Lodgings
10 PUD Ordinance is further amended is hereby amended to allow a single building mixed commercial and
11 multi-family residential use on the Property.

12 **Section 3 Site Development Standards.**

13 The PUD Ordinance as amended by the 2nd PUD Amendment and NA Lodgings PUD Ordinance is
14 further amended by the following changes to the following bulk requirements:

15 **Section 3.2.2** (Building Setbacks) is hereby amended to allow a front yard setback of seventeen
16 feet (17');

17 **Section 3.4** (Building Height) is hereby amended to allow a height of thirty-eight (38) feet, not
18 including the elevator shaft; and

19 **Section 4 Signage.**

20 **Section 4.3.6** of the PUD Ordinance as amended by the 2nd PUD Amendment and NA Lodgings
21 PUD Ordinance is further amended by prohibiting signage on the west building elevation.

22 **Section 5 Additional Conditions.**

23 The PUD Ordinance as amended by the 2nd PUD Amendment and NA Lodgings PUD Ordinance is further
24 amended following additional conditions:

25 A. Dumpsters. All dumpsters located on the subject property shall be enclosed per Section 14.11.A
26 of the Zoning Ordinance:

27 B. Wall Signage. Wall signage shall be prohibited on the western building elevations on any non-
28 residential lots;

29 C. Easement Encroachment. The petitioner shall resolve the issue of the building's location in the
30 easement prior to the issuance of a building permit;

1 D. Street Lighting. All street lighting shall be of a consistent design with the surrounding
2 properties and shall be subject to approval by the Community and Economic Development Director;

3 E. Site Plan. A Site Plan consistent with the PUD Ordinance as amended herein shall be submitted
4 to the Community and Economic Development Director and approved prior to the issuance of a building
5 permit.

6 **Section 6** This Ordinance shall take immediate force and effect from and after its passage,
7 approval and publication as required by law.

8
9
10 PRESENTED to the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this
11 _____ day of _____, 2020.

12
13 PASSED by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this
14 _____ day of _____, 2020.

15	Mark Carroll	_____	Laura Curtis	_____
16	Mark Gaffino	_____	Mark Guethle	_____
17	Michael Lowery	_____	Tao Martinez	_____

18
19 APPROVED and signed by me as the President of the Board of Trustees of the Village of North
20 Aurora, Kane County, Illinois, this _____ day of _____, 2020.

21
22
23
24 _____
25 Village President

26 ATTEST:

27 _____
28 Village Clerk
29
30
31
32
33
34
35
36

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT 3, IN N.A. TOWNHOME'S RANDALL CROSSING, BEING A
SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 32,
TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL
MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 27, 2017 AS DOCUMENT NUMBER 2017K050873, IN KANE
COUNTY ILLINOIS.

PIN 12-32-403-020

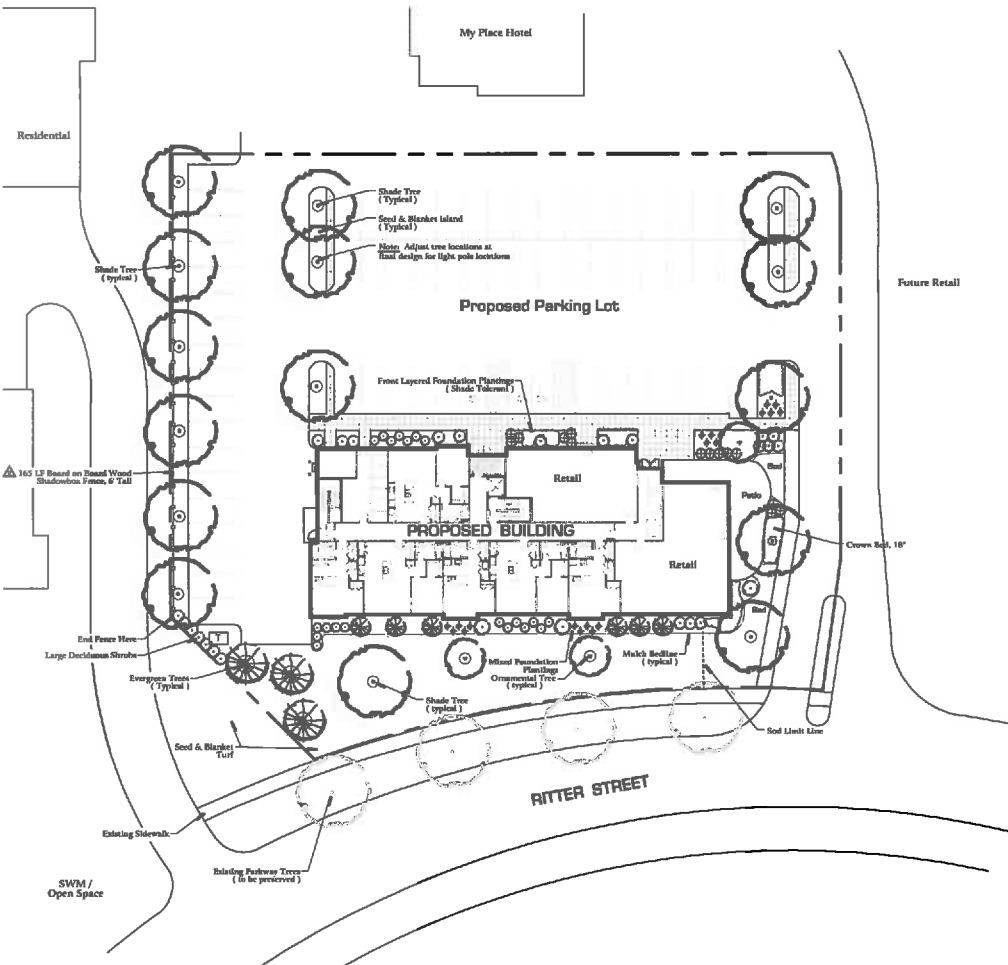
1
2
3

EXHIBIT B
DEVELOPMENT PLANS

[Sheet L100]

[illegible]

All landscaping materials shall be maintained in good condition, shall present a healthy, neat and orderly appearance, and shall be kept free of refuse and debris. Any dead, unhealthy, or missing plants shall be replaced within six months of notification by the Village. Fences and barriers shall be maintained in good repair. The owner of the property, any lessee, property manager, mortgagee in possession, or other person in possession and / or control of the property at the premises shall be responsible for the maintenance, repair, and replacement of all landscape materials, fences, barriers, and refuse disposal areas.



My Place Hotel

Proposed Parking Lot

Layered Foundation Plantings
(Shade Tolerant)

PROPOSED BUILDING

BITTER STREET

SWM /
Open Space

project

**Ritter Street
Randall Crossings
North Aurora, Illinois**

sheet descriptions

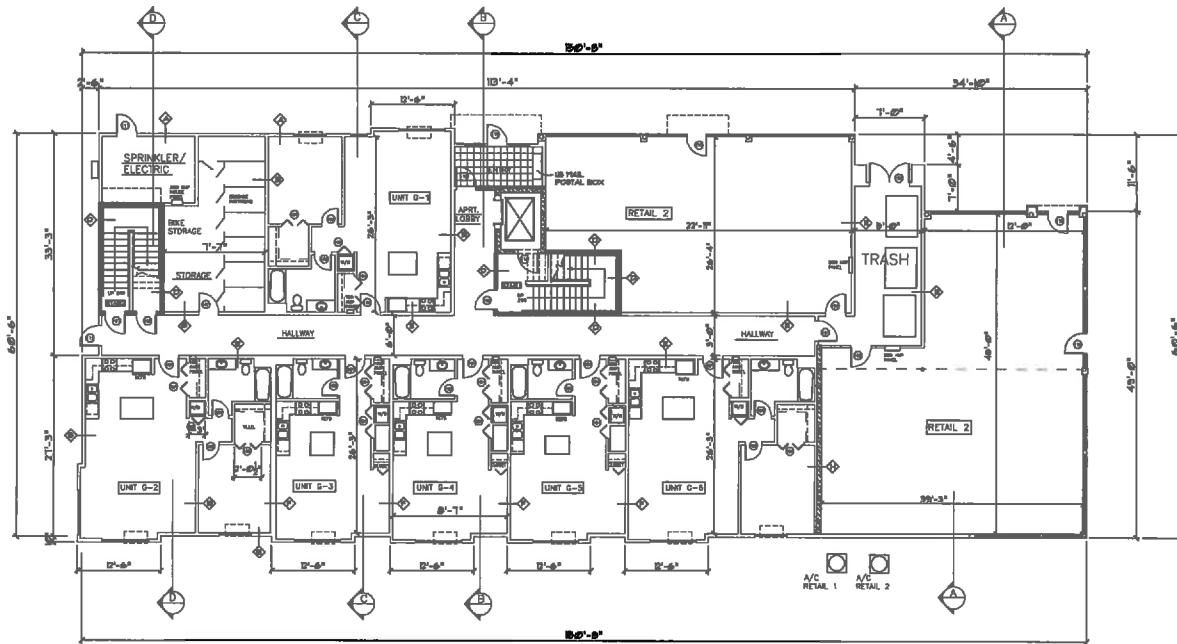
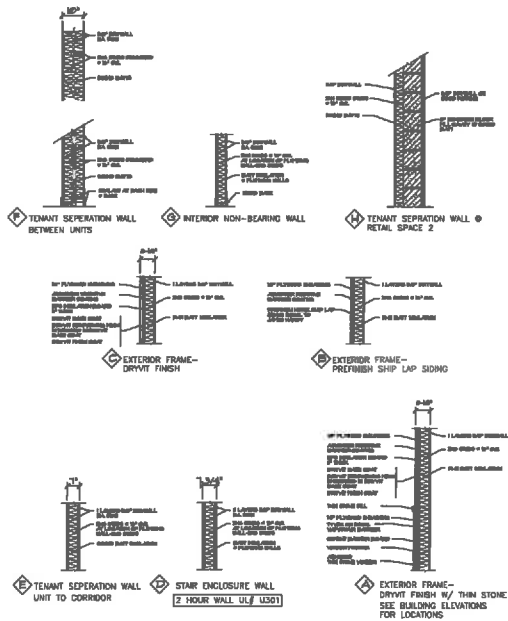
builder

Mikols Construction, Inc.
1887 High Grove Lane
Naperville, IL 60540



revision:  0.10.0000 For Request 010 004
 original issue date:  (12.17.2019) Per Village Board Correspondence
 drawn by: _____
 checked by: _____
 project no.: **28031**
 sheet no.: _____

L100



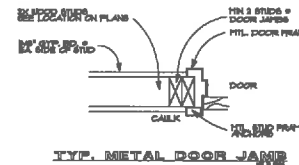
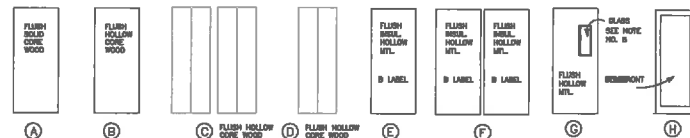
DOOR SCHEDULE									
MARK	TYPE	MAT'L	FINISH	WIDTH	TH'NESS	HEIGHT	MAT'L	FINISH	REMARKS
101	A	WOOD	SC	3'-0"	1 3/4"	8'-0"	H.M.	PTD	3
102	B	WOOD	PTD	2'-4"	1 3/4"	8'-0"	WOOD	PTD	5
103	B	WOOD	PTD	2'-4"	1 3/4"	8'-0"	WOOD	PTD	
104	C	WOOD	PTD	5'-0"	1 3/4"	8'-0"	---	---	4 PANEL
105	D	WOOD	PTD	3'-0"	1 3/4"	8'-0"	---	---	2 PANEL
106	C	WOOD	PTD	4'-0"	1 3/4"	8'-0"	---	---	4 PANEL
107	A	WOOD	SC	3'-0"	1 3/4"	8'-0"	H.M.	PTD	3
108	A	WOOD	SC	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
109	A	WOOD	SC	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
110	A	WOOD	SC	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
111	A	WOOD	SC	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
112	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
113	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
114	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	PAIR OF DOORS
115	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
116	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
117	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
118	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
119	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
120	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
121	D	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
122	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	

GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

NOTE:

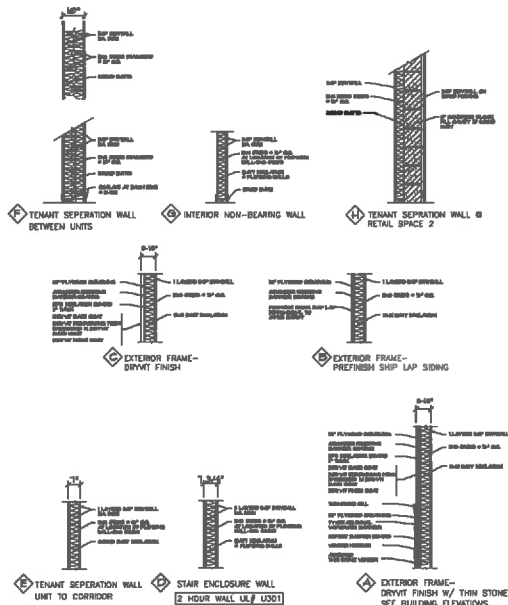
- ALL EXIT DOORS MUST BE KEYLESS IN THE DIRECTION OF EGRESS.
- ALL EXIT DOORS MUST OPEN WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE FROM THE SIDE WHICH EGRESS IS MADE.
- B LABEL DOORS REQUIRED AT ALL STAIR ENCLOSURES.
- ALL B-LABEL DOORS ARE TO BE 1 1/2 HOUR RATED DOORS.
- PROVIDE SAFETY GLAZING AT ANY GLAZED DOOR AND Sidelight.
- ALL DOORS AND HARDWARE SHALL COMPLY WITH THE STATE OF ILLINOIS ACCESSIBILITY STANDARDS.
- NO ELECTRONIC OR ELECTROMAGNETIC LOCKING SYSTEM SHALL BE INSTALLED OR OPERATED WITHOUT PRIOR APPROVAL OF THE FIRE PREVENTION BUREAU.
- NO CYLINDER DOGGING ON FIRE RATED DOORS.
- LIMITED TO 100 SQUARE INCHES OF WIRE GLASS OR LISTED FIRE RATED GLAZING, NO DIMENSION GREATER THAN 12 INCHES.
- DOOR HARDWARE FOR ALL COMMON SPACE AREAS AND HAZARDOUS AREAS MUST COMPLY TO ICC/ANSI SEC 404.2.8.
- PANIC HARDWARE REQUIRED FOR EXIT DOORS SERVING MORE THAN 200 PERSONS.
- VERIFY MASTER KEYING WITH OWNER.
- PROVIDE SOLID WOOD BLOCKING AT ALL WALL MOUNTED DOORS.
- ALL EXTERIOR CLOSURES 8 1/2" MAX PULL.
- ALL INTERIOR CLOSURES 4 1/2" MAX PULL.
- PROVIDE APPROPRIATE WEATHER-STRIPPING AND THRESHOLDS AT ALL EXTERIOR DOORS.
- ALL DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE.



HARDWARE SCHEDULE

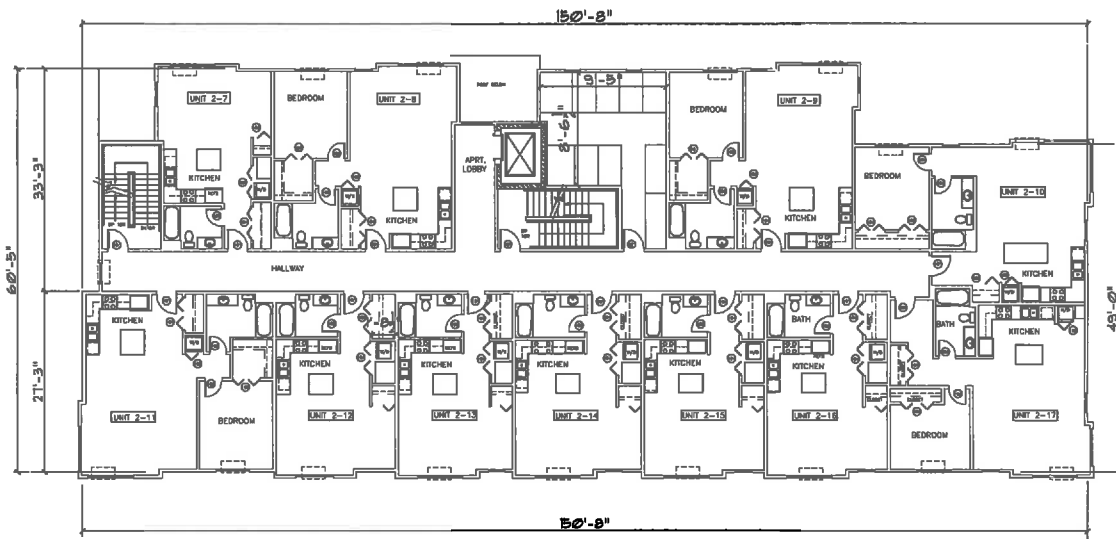
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ALL HARDWARE TO BE U.L. COMMERCIAL GRADE
ALL HARDWARE TO BE A.S.A. APPROVED
HARDWARE SUPPLIER TO PROVIDE
SHIP SIZES FOR OWNER REVIEW AND APPROVAL
PRIOR TO INSTALLATION
ALL HARDWARE TO BE 1/2" THICK
ALL HARDWARE TO BE 1/2" THICK
ALL HARDWARE TO BE 1/2" THICK
ALL HARDWARE TO BE 1/2" THICK



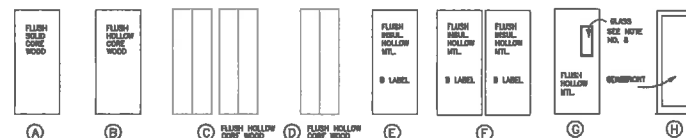
WALL TYPES

DOOR SCHEDULE									
MARK	DOOR				FRAME		HARDWARE SET	REMARKS	
	TYPE	MAT'L	FINISH	WIDTH	TH'NESS	HEIGHT			
101	A	WOOD SC	PTD	3'-0"	1 3/4"	8'-8"	H.M.	PTD	3
102	B	WOOD	PTD	2'-6"	1 3/4"	8'-8"	WOOD	PTD	5
103	B	WOOD	PTD	2'-6"	1 3/4"	8'-8"	WOOD	PTD	
104	C	WOOD	PTD	5'-0"	1 3/4"	8'-8"	WOOD	PTD	4 PANEL
105	D	WOOD	PTD	3'-0"	1 3/4"	8'-8"	WOOD	PTD	2 PANEL
106	C	WOOD	PTD	4'-0"	1 3/4"	8'-8"	WOOD	PTD	4 PANEL
107	A	WOOD SC	PTD	3'-0"	1 3/4"	8'-0"	H.M.	PTD	
108	A	WOOD SC	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
109	A	WOOD SC	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
110	A	WOOD SC	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
111	A	WOOD SC	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
112	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
113	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
114	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	PAIR OF DOORS
115	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
116	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
117	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
118	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
119	H	ALUMIN	---	3'-0"	1 3/4"	7'-0"	ALUMIN	---	STOREFRONT
120	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
121	G	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	
122	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD	

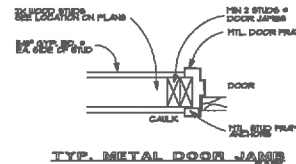


SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



HARDWARE SCHEDULE



SET NO. 1 1. POOR, PUSH PLATE 1. POOR, PULL 1. CLOSURE 1. WALL STOP	SET NO. 2 1. LOCK SET 1. WALL STOP 3. BLENDERS	SET NO. 3 1. LOCK SET 1. WALL STOP 1. BLENDERS	SET NO. 4 1. LOCK SET 1. WALL STOP 1. BLENDERS
---	---	---	---

- NOTE:
- ALL EXIT DOORS MUST BE KEYLESS IN THE DIRECTION OF EGRESS
 - ALL EXIT DOORS MUST OPEN WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE FROM THE SIDE WHICH EGRESS IS MADE
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 - NO CYLINDER DOGGING ON FIRE RATED DOORS
 - LIMITED TO 100 SQUARE INCHES OF WIRE GLASS OR LISTED FIRE RATED GLAZING, NO DIMENSION GREATER THAN 12 INCHES
 - DOOR HARDWARE FOR ALL COMMON SPACE AREAS AND HAZARDOUS AREAS MUST COMPLY TO ICC/ANSI SEC 404.2.6
 - PANIC HARDWARE REQUIRED FOR EXIT DOORS SERVING MORE THAN 200 PERSONS
 - VERIFY MASTER KEYING WITH OWNER
 - PROVIDE SOLID WOOD BLOCKING AT ALL WALL MOUNTED DOORS
 - ALL EXTERIOR CLOSURES 48" MAX PULL
 - ALL INTERIOR CLOSURES 48" MAX PULL
 - PROVIDE APPROPRIATE WEATHER-STRIPPING AND THRESHOLDS AT ALL EXTERIOR DOORS
 - ALL DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE.

RAM

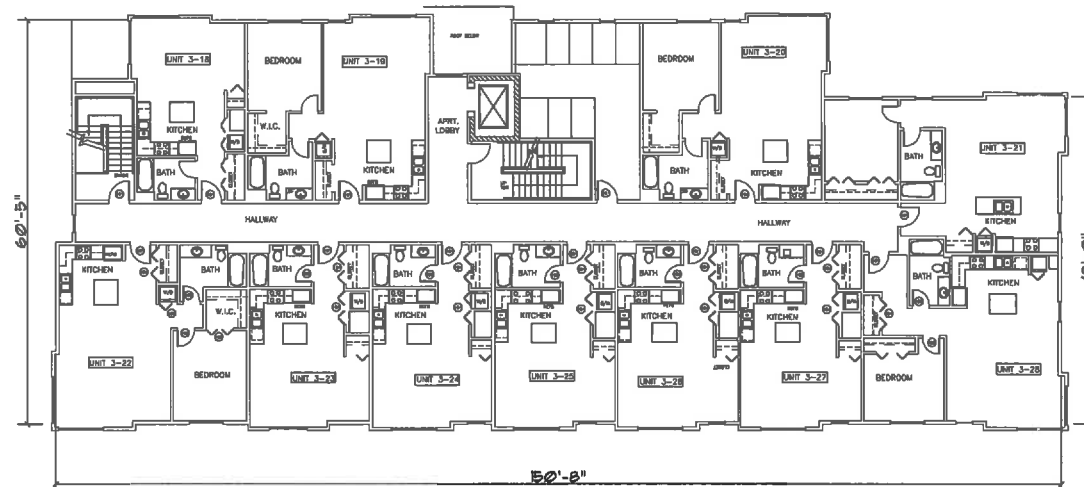
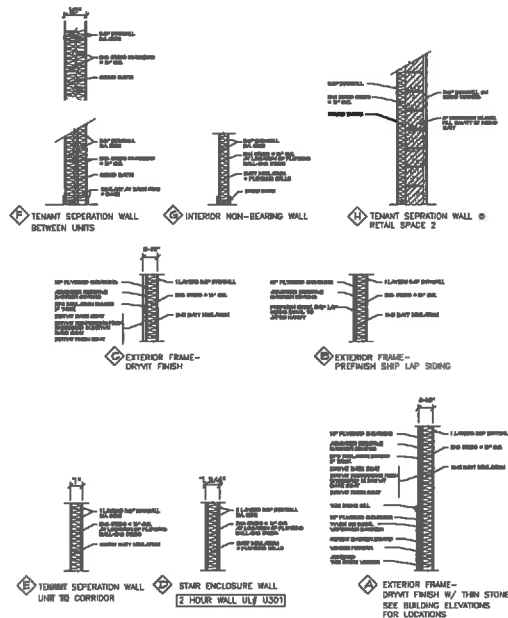
R A Miffin architect
1107 JACKSON AVE. SUITE 1100
NORTH AURORA, IL 60188

RANDALL CROSSING
PROPOSED 3 STORY MIX USE BUILDING
NORTH AURORA, IL

DATE: 08/01/2020
BY: JMM

NO.	REVISION	DATE
1		
2		
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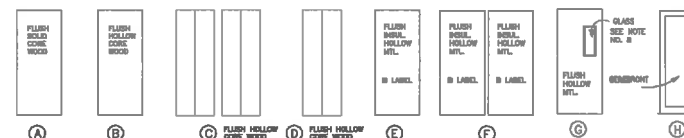
SHEET
A-3



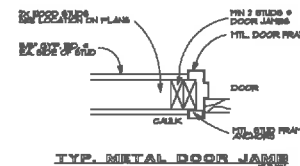
DOOR SCHEDULE										
MARK	TYPE	MAT'L	FINISH	WIDTH	TH'NESS	HEIGHT	MAT'L	FINISH	HARDWARE SET	REMARKS
101	A	WOOD	SC	PTD	3'-0"	1 3/4"	H.M.	PTD	3	
102	B	WOOD	PTD	2'-4"	1 3/4"	5'-8"	WOOD	PTD	5	
103	B	WOOD	PTD	2'-4"	1 3/4"	5'-8"	WOOD	PTD		4 PANEL
104	C	WOOD	PTD	5'-0"	1 3/4"	5'-8"	WOOD	PTD		2 PANEL
105	D	WOOD	PTD	3'-0"	1 3/4"	5'-8"	WOOD	PTD		4 PANEL
106	C	WOOD	PTD	4'-0"	1 3/4"	5'-8"	WOOD	PTD		
107	A	WOOD	SC	PTD	3'-0"	1 3/4"	H.M.	PTD	3	
108	A	WOOD	SC	PTD	3'-0"	1 3/4"	H.M.	PTD		
109	A	WOOD	SC	PTD	3'-0"	1 3/4"	H.M.	PTD		
110	A	WOOD	SC	PTD	3'-0"	1 3/4"	H.M.	PTD		
111	A	WOOD	SC	PTD	3'-0"	1 3/4"	H.M.	PTD		
112	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD		
113	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD		
114	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD		PAIR OF DOORS
115	H	ALUMN	---	3'-0"	1 3/4"	7'-0"	ALUMN	---		STOREFRONT
116	H	ALUMN	---	3'-0"	1 3/4"	7'-0"	ALUMN	---		STOREFRONT
117	H	ALUMN	---	3'-0"	1 3/4"	7'-0"	ALUMN	---		STOREFRONT
118	H	ALUMN	---	3'-0"	1 3/4"	7'-0"	ALUMN	---		STOREFRONT
119	H	ALUMN	---	3'-0"	1 3/4"	7'-0"	ALUMN	---		STOREFRONT
120	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD		
121	G	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD		
122	E	H.M.	PTD	3'-0"	1 3/4"	7'-0"	H.M.	PTD		

THIRD FLOOR PLAN

SCALE 1/4" = 1'-0"



- NOTE:
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 - ALL EXIT DOORS MUST OPEN WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE FROM THE SIDE WHICH EGRESS IS MADE
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 - PANIC HARDWARE REQUIRED FOR EXIT DOORS SERVING MORE THAN 200 PERSONS
 - VERIFY MASTER KEYING WITH OWNER
 - PROVIDE SOLID WOOD BLOCKING AT ALL WALL MOUNTED DOORS
 - ALL EXTERIOR CLOSURES 68" MAX PULL
 - ALL INTERIOR CLOSURES 48" MAX PULL
 - PROVIDE APPROPRIATE WEATHER-STRIPPING AND THRESHOLDS AT ALL EXTERIOR DOORS
 - ALL DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE.



HARDWARE SCHEDULE

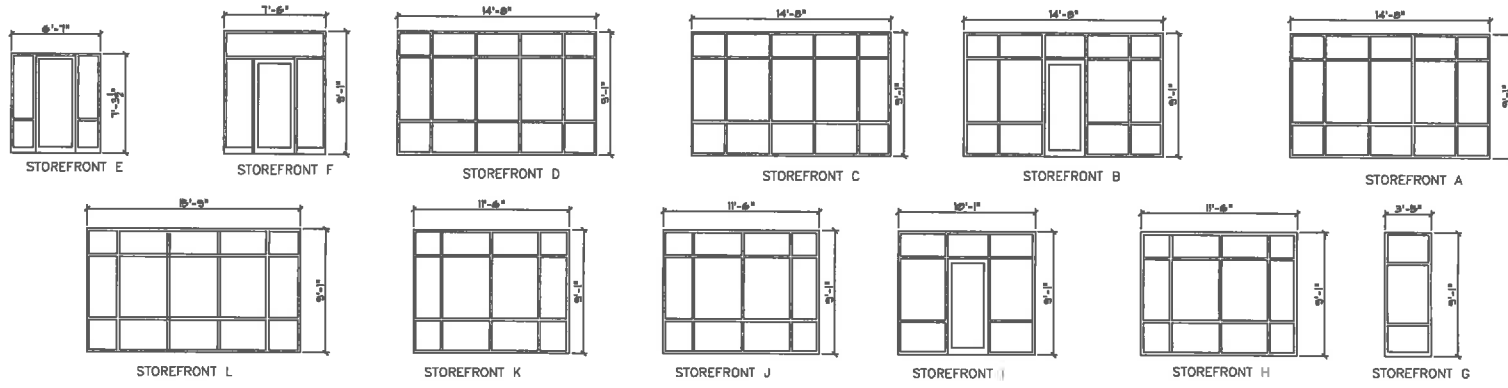
SET NO. 1 DOORS 1. FLOOR PLATE 1. LOCK SET 1. WALL STOP 1. BLOCKING	SET NO. 2 DOORS 1. LOCK SET 1. WALL STOP 1. BLOCKING
SET NO. 3 DOORS 1. LOCK SET 1. WALL STOP 1. BLOCKING	SET NO. 4 DOORS 1. LOCK SET 1. WALL STOP 1. BLOCKING
SET NO. 5 DOORS 1. LOCK SET 1. WALL STOP 1. BLOCKING	SET NO. 6 DOORS 1. LOCK SET 1. WALL STOP 1. BLOCKING

ALL HARDWARE TO BE LT. COMMERCIAL GRADE
ALL HARDWARE TO BE A.S.A. APPROVED
HARDWARE SUPPLIER TO PROVIDE
SPEC. CHART FOR CORNER KEYS AND APPROVAL
PRIOR TO INSTALLATION
ALL WINDOW DOORS AREA TO CONFORM TO
HARDWARE, PUSH FORCE, CLEARANCE,
AND THRESHOLD REQUIREMENTS



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



STORE FRONT ELEVATIONS

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"

RAM

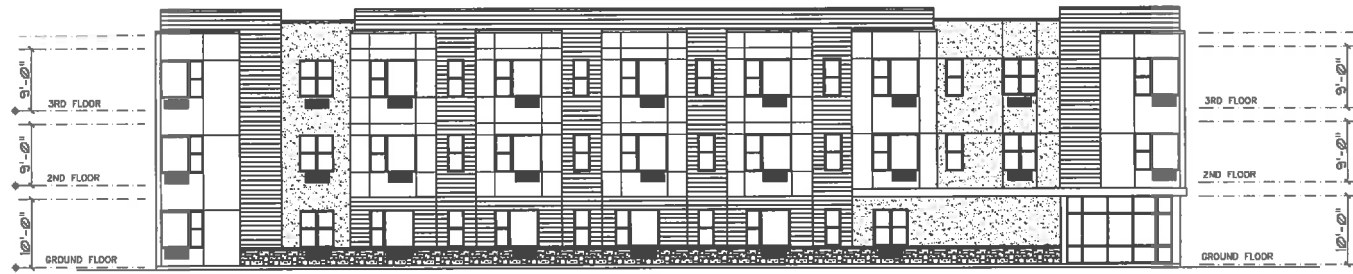
R A Miffin architect
137 JACKSON RIVER FOREST, IL 60341
781-834-4142

RANDALL CROSSING
PROPOSED 3 STORY MIX USE BUILDING
NORTH AURORA, IL

DATE REVISION
FEB. 3, 2020
JCM/MS

NO.	REVISION	DATE
1		
2		
3		
4		

SHEET
A-9



SOUTH ELEVATION



WEST ELEVATION

SCALE: 1/8" = 1'-0"

RAM

R A Mifflin architect
111 Jackson Street, IL 60640
773.334.4444

RANDALL CROSSING
PROPOSED 3 STORY MIX USE BUILDING
NORTH AURORA, IL

DATE ISSUED: FEB. 2, 2020
JOBNO:

NO.	REVISION	DATE
1		
2		
3		
4		

SHEET
A-9.1

Memorandum



To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director
Paul Young, Water Operations Superintendent

Date: February 19, 2020

Re: Approval of a Proposal from Water Well Solutions to Decommission
Well #3

For the past few years, Well #3 was operating only on an emergency basis and has now been taken out of service permanently. The Well House was demolished this past fall and the next step in the process is to abandon the well. This includes pulling the pump and motor out the well shaft and then filling it with an approved material. The removal of this equipment requires coordination with Kane County and Illinois Department of Public Health (IDPH) to obtain the necessary permits.

Removing well equipment is a specialized operation and there are few firms that are qualified to perform these services. Typically on projects like this we would contract with our consulting engineer to develop plans and specifications; however, staff chose to develop a request for proposal (RFP). Proposals were received from those qualified to provide the services required. While cost is an important factor, it is not the only factor considered by staff when reviewing proposals for professional services. In this case, staff took into account the references, past performance, and responsiveness of each company. The table below summarizes costs offered by each firm.

	Water Well Solutions Illinois Division 825 E. North Street Elburn, IL 60119	Layne Christensen Company 721 West Illinois Avenue Aurora, IL 60506	Municipal Well & Pump 1212 Storbeck Drive PO Box 311 Wapun, WI 53963
Proposal Amount	\$41,718	\$87,925	\$109,450

Based on the cost proposals, staff was initially concerned with the large difference in price for the project. To confirm an accurate understanding of the project, Village

staff contacted Water Well Solutions. In addition staff contacted their references and other colleagues in the water industry familiar with their work.

After speaking with Water Well Solutions, it was clear that they had a clear understanding of the project. They explained that they were aware that they were offering the Village competitive pricing and offered reasons for the pricing. They felt the prices of the other two firms were a little high based on projects that were recently bid in other communities. They did not think their price was uncharacteristic for deep well projects like this one. They had plans to re-use the equipment in the well and speculated they would receive good salvage value from it. They also acknowledged the Well 9 drilling project completed for North Aurora went past schedule and wanted an opportunity to demonstrate that they could perform better for the Village.

Staff also decided to contact references to for both Water Wells Solutions and Layne to confirm they have had success with similar projects. The Water Superintendent reached out to several references.

Based on our review of the qualifications, cost, experience, and responsiveness of the proposals received, it is the staff recommendation to award the contract to Water Well Solutions in the amount of \$41,718 for the decommissioning of the well plus \$1,700 for the televising of the well. This would bring the total for this project to \$43,418.



Request for Proposal

Decommission Well #3

General Information

The Village of North Aurora is seeking a qualified contractor to permanently decommission an abandoned a deep municipal well.

Proposals are requested from qualified contractors to provide the scope of services outlined below. Please submit an electronic copy of the proposal by email to the Water Superintendent, Paul Young pyoung@northaurora.org and Public Works Director, John Laskowski at jlaskowski@northaurora.org. **A mandatory site visit must be scheduled with Water Superintendent Paul Young and completed by Thursday February 6, 2020.** The proposal should demonstrate the ability of your company to meet the requirements contained herein. Responses are due Monday February 10, 2020. The contract is scheduled to be presented to the Village Board in February for consideration. If you have any questions regarding this document please submit them in an email to pyoung@northaurora.org. All inquiries must be received by Thursday, February 6, 2020. Responses to all written questions will be posted to the website (<https://northaurora.org/government/rfp-rfq-bidding.aspx>) as soon as they are generated.

Description of the Project

The Village is seeking a qualified contractor to permanently decommission an abandoned deep municipal well. This project will include the permitting of the project with governing agencies, the removal of the equipment from the well shaft, the backfilling of the well shaft and restoration of disturbed areas.

Project Timeline

The award of this contract is anticipated to be executed immediately following the February 17, 2020 Village Board meeting. The completion date for the project is May 15, 2020.

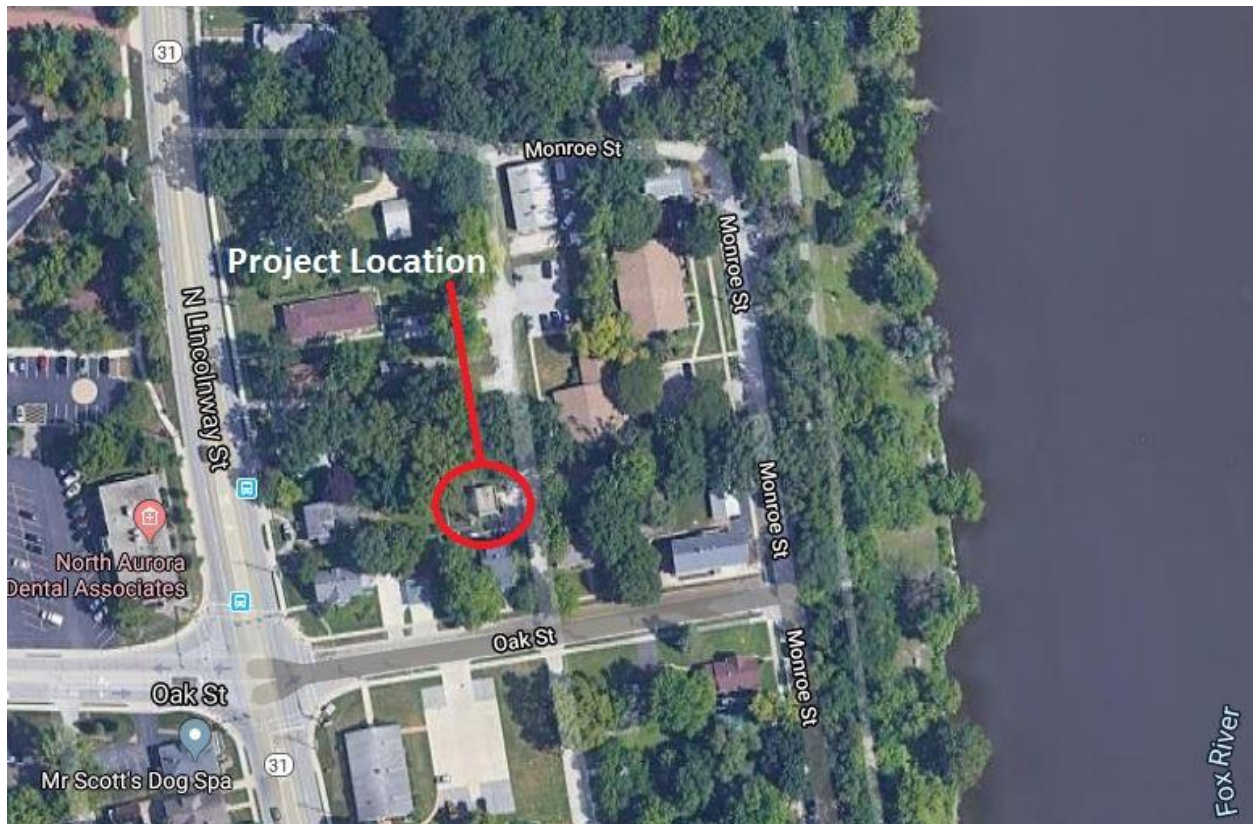
Scope of Services

This project includes the removal of the existing submersible pump and motor from the well shaft. The contractor will need to secure permits to complete the project from Kane County, and other agencies if necessary. The well must be sealed and abandoned per Kane County

regulations, permit requirements and applicable ANSI/AWWA Standards. The job site must be kept secure at all times. The specific well abandonment procedure will be determined by the contractor. We anticipate the items that would need to be completed include removal and disposal of submersible pumping equipment. We also anticipate this work includes encapsulating two unrecoverable submersible wells by setting cement tubing to a depth of 1230 feet and injecting 130 cubic yards of neat cement. The removal of the cement tubing, and backfilling with disinfected pea gravel from 1230 feet to 625 feet, with bentonite from 625 feet to 500 feet, with concrete from 500 feet to 2 feet and the removal of the well casing 2 feet below grade which would be then backfilled with approved fill to original grade. These are approximate depths. The actual depths of each layer of backfill and quantity of each material used as backfill shall be documented and recorded.

Site Visit

A **mandatory** site visit must be scheduled with Water Superintendent Paul Young and completed by Thursday February 6, 2020. The Water Superintendent can be reached directly at 630.906.7377 to arrange this meeting. Proposals will not be accepted without attending a site visit.



Qualifications

The qualified contractor is expected to demonstrate successful performance with the decommissioning of municipal wells and provide references. The qualified contractor must have the resources to perform all of items in the **Scope of Services** within the timeline for the project.

Proposal Requirements

The following information must be included:

1. The contractor's name, address, contact information and the name of the primary contact.
2. Title the proposal "Proposal Well 3 Decommission"
3. Completion of **Apprenticeship** and **Proposal** sections of this document on page 5 & 6.
4. Brief background information about the contractor, and examples of similar projects from within the past 5 years.
5. Contractor's qualifications highlighting how they align with the **Scope of Services**.
6. References: names, addresses, and phone numbers of previous municipal clients that the Village may contact for reference regarding similar projects.
7. Provide a schedule or chart illustrating the sequence and duration of construction activities demonstrating the contractor's ability to meet the project deadline.
8. Schedule of Hourly Rates for labor and equipment.
9. The Village recognizes the project has some unknowns. Therefore we are requesting a cost to complete the project based on the **Scope of Services**. Should the scope of work expand, the Village will compensate the contractor on a negotiated time, materials, and equipment basis based on the Schedule of Hourly Rates.

Selection Criteria

The successful contractor will be selected on the basis of a Village review of their proposals. The following criteria will be used to evaluate the submittals.

1. The experience the contractor has had with similar projects in the past.
2. The approach to the project and strategy for successful completion.
3. The ability of the contractor to meet the project schedule.
4. The Cost submitted in the **Proposal** and the Schedule of Hourly Rates.
5. References produced by the contractor and/or past experience with North Aurora or similar municipal projects.

Contractor Registration

The contractor who is awarded the contract will be required to register as a contractor in the Village of North Aurora. This requires the contractor to complete the "Application for Contract Registration" and pay the **\$150.00 fee**. This form can be found on the Village of North Aurora website at the following address:

<http://northaurora.org/pdf/Building%20Dept/CONTRACTOR%20REGISTRATION%202019.04.01.pdf>

The form can be picked up in the Village of North Aurora Building Department located at 25 E. State Street, North Aurora, IL 60542

Prevailing Wages

The Contractor and all Subcontractors shall pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). The Contractor shall provide certified payroll records in accordance with the requirements established by the Prevailing Wage Act (820 ILCS 130/5) as amended 8/10/2005 by Illinois Public Act 94-0515."

Indemnification

The policy limits availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the Village from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work as outlined in this contract.

Insurance Requirements

The Contractor will be required to meet our standard insurance requirements. Unless otherwise specified the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Village of North Aurora. The contractor shall supply a certificate of insurance with the Village of North Aurora an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person) \$1,000,000 (each accident)
Workmen's Compensation Insurance:	All Liability imposed Workmen's Compensations stature
Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired and non-Ownership Vehicle Bodily Injury and Property Damaged to the Following Limits	

Bodily injury, including accidental death \$500,000 (each person)
\$1,000,000 (each accident)

Property damage \$1,000,000 (each accident)

Apprenticeship

The Village has passed by Resolution on September 21, 2009, a resolution that any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

1. Each bidder is required to certify and provide information on the apprenticeship or training program(s) approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training in which the bidder participates that is relevant to the portion(s) of this project that is/are subject to the State of Illinois' Prevailing Wage Act below.

Water Well Solutions Illinois Division LLC is signatory to Local Union 150 operating engineers

See attached letter of apprenticeship

The requirements of this certification and disclosure are a material part of the contract, and the bidder shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors.



Signature

Ahmad Hamdan

Printed Name

Water Well Solutions Illinois Division LLC

Company

Proposal

The contract shall be deemed as being awarded when formal notice shall have been duly served upon the intended awardee by an officer of the Village of North Aurora duly authorized to give such notice.

I. Bidding company contact information. Please print.

Company name: Water Well Solutions Illinois Division LLC

Company address: 825 E North Street

Elburn IL 60119

Contact name: Ahmad Hamdan

Contact phone #: 630-777-4720

Contact email: ahmad.hamdan@suez.com

II. Decommission of Abandoned Well #3

I have read the scope provided in this bid document along with all associated appendices and agree to perform all of the work identified to successfully complete the Well #3 Abandonment Project:

Decommission of Abandoned Well #3 proposal in words

Forty one thousand seven hundred and eighteen dollars

Decommission of Abandoned Well #3 proposal in figures:

\$ 41,718

I Ahmad Hamdan verify that I am authorized to
(print name)
provide the above pricing on behalf of Water Well Solutions Illinois Division LLC

(company name)

And will hold the above pricing for a period of 90 days from the date of the bid opening.

A handwritten signature in black ink, appearing to read "H. H. Hall", written over a horizontal line.

Signature

2/7/2020

Date



Addendum Number 1

Well 3 Decommission Project

Issued February 5, 2020

Addendum Description

The units for the quantity of neat cement required for the project is incorrect. The correct units are cubic feet not cubic yards. The change occurs on page 2 under the **Scope of Services** section heading. The revised text is displayed below.

Scope of Services

This project includes the removal of the existing submersible pump and motor from the well shaft. The contractor will need to secure permits to complete the project from Kane County, and other agencies if necessary. The well must be sealed and abandoned per Kane County regulations, permit requirements and applicable ANSI/AWWA Standards. The job site must be kept secure at all times. The specific well abandonment procedure will be determined by the contractor. We anticipate the items that would need to be completed include removal and disposal of submersible pumping equipment. We also anticipate this work includes encapsulating two unrecoverable submersible wells by setting cement tubing to a depth of 1230 feet and injecting ~~130 cubic yards~~ **cubic feet** of neat cement. The removal of the cement tubing, and backfilling with disinfected pea gravel from 1230 feet to 625 feet, with bentonite from 625 feet to 500 feet, with concrete from 500 feet to 2 feet and the removal of the well casing 2 feet below grade which would be then backfilled with approved fill to original grade. These are approximate depths. The actual depths of each layer of backfill and quantity of each material used as backfill shall be documented and recorded.

Action Required

1. Please sign below acknowledging the change.
2. Return this page with your proposal.

A handwritten signature in black ink, appearing to read "Ahmad Hamdan".

Signature

2/7/2020

Date

Ahmad Hamdan

Printed Name

Project Manager

Title



Advertisement

Request for Proposals

The Village of North Aurora will receive sealed proposals for the Decommission of Abandoned Well 3. Proposals will be received at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois 60542 until 4:00 p.m. local time on Monday, February 10, 2020.

A mandatory site visit must be scheduled with Water Superintendent and completed by Thursday February 6, 2020.

All proposals must be submitted electronically to jlaskowski@northaurora.org and pyoung@northaurora.org with the subject line "Proposal Well 3 Decommission."

The Request for Proposal can be downloaded, free of charge, at the Village's website starting Monday January 27, 2020. The website address is <http://northaurora.org/government/rfp-rfq-bidding.aspx>. The Village reserves the right to reject any or all proposals, or to waive or decline irregularities in any submittal. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout including the Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207) and an Apprenticeship Training Program certified by the US Department of Labor.



February 7, 2020

Village of North Aurora
25 E State Street
North Aurora, IL 60542
Attn: John Laskowski & Paul Young

RE: North Aurora Well 3 Pump Removal & Well Abandonment Bid

Dear Mr. Laskowski & Mr. Young-

SUEZ, Water Well Solutions, is pleased to submit the attached bid for the pump removal and well abandonment of Well 3. This bid is based on the published specifications and we acknowledge addenda #1 and all other addenda/question & answer published. Please include this cover letter as part of SUEZ's bid for the rehabilitation project, as we make a few clarifications and outline our scope.

Our bid is based on a thorough review of the record provided within the bid:

- Well No. 3 Total depth; not confirmed, assumed approx. 1300ft based on 130 cf @ 1230'
 - 20" casing to ~600' range
 - 19" hole below casing to total depth
- Equipment installed- Byron Jackson Double mechanical sealed motor- no mercury seal assumed and confirmed based on install sheet provided in addenda

Please note, our bid assumes the information stated above is true, and that the borehole volumes were calculated assuming uniform diameter (no caverns or voids). If the construction is different during abandonment, SUEZ will provide an updated proposal per the bid requirements. Also, we assume no unusual downhole circumstances and pump is intact, collapsing formation, bridging, failed casing, fishing, etc.

As stated in the bid specifications, we assume the County will approve the abandonment plan including the sealing of the bottom of the well with no pump retrieval attempt at this time. Upon permitting, we will confirm the abandonment plan and discuss any changes requested by the County with the Village.

Suez, Water Well Solutions, values our relationship with the Village of North Aurora and look forward to working with you. As always, please feel free to contact me directly on my cell at (630) 777-4720 or via email at ahmad.hamdan@suez.com. Thank you.

Sincerely,

Ahmad T. Hamdan, P.E.
Project Manager
SUEZ Advanced Solutions
Water Well Solutions Illinois Division, LLC.

QUALIFICATIONS DOCUMENTATION LIST:

Please see attached:

1. Company resume
2. References
3. Equipment list
4. Examples of similar projects within 5 years (See Below)

Project Examples:

1. Romeoville well 13 abandonment. Large diameter well, utilizing multiple strata of well abandonment materials
2. Lake County Public Works: multiple well sizes and depths over last 5 years, abandonment utilizing different well materials based on county permitting
3. Elk Grove Village: abandonment of wells of varying depth and size with different abandonment strata
4. US Army Base in Northern IL: abandonment of old deep well with different materials to seal off different formations
5. WM deep supply well in Southside Chicago: pump removal, draft and permit well abandonment based on well logs. Abandon well utilizing different well abandonment materials.

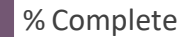


ASSUME START OF 2/24/2020

Plan Duration



Actual Start



% Complete

[illegible]



WATER WELL SOLUTIONS ILLINOIS DIVISION, LLC

825 E North Street, Elburn, Illinois 50119

Phone: (630) 365-9099; Web: wwssg.com

2020 SERVICE RATES

	Straight Time <u>Per HR</u>	Overtime <u>Per HR</u>	Doubletime <u>Per HR</u>
Serviceman with service truck & tools	\$ 175.00	\$ 262.50	\$ 350.00
Machinist with tools (shop)	\$ 170.00	\$ 255.00	\$ 340.00
Helper with tools	\$ 146.00	\$ 219.00	\$ 292.00
Serviceman & Helper with service truck and tools	\$ 355.00	\$ 532.50	\$ 710.00
VFD Elecitrical Technician	\$ 195.00	\$ 292.50	\$ 390.00

Small Rig (5T, etc)

2 Man Crew	\$ 351.00	\$ 526.50	\$ 702.00
3 Man Crew	\$ 520.00	\$ 780.00	\$ 1,040.00

Medium/Large Rig (R15, etc)

2 Man Crew	\$ 365.00	\$ 547.50	\$ 730.00
3 Man Crew	\$ 540.00	\$ 810.00	\$ 1,080.00

Large Rig/Rental (cable tool, larger hoist, etc)

2 Man Crew	\$ 380.00	\$ 570.00	\$ 760.00
3 Man Crew	\$ 550.00	\$ 825.00	\$ 1,100.00

Per Diem \$250/Day/Man (work outside of 50 mile radius of shop)

Well Televising (assume open access)

	<u>Each</u>
Shallow Well (0-300')	\$ 1,400.00
Deep Well (300'-1,900')	\$ 1,700.00

Notice: The client hereby authorizes Water Well Solutions Illinois Division, LLC to proceed with the work outlined below or attached, based on the hourly rates outlined above, with the understanding that these rates are applicable for 30 days. All materials will be gauranteed to be as specified in attached proposal. The undersigned agrees to have payments be made within 30 days or as directed otherwise. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the original scope will be approved by the client prior to proceeding with work. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other insurance.

COMMENTS:

PURCHASER: _____

PROJECT: _____

Signature: _____

Name/Title: _____

Date: _____



EXPERIENCE LIST FOR KEY ADVISORY & TECHNICAL PERSONNEL:

Water Well Solutions Service Group, Inc. is a full service water well contractor. Our main clientele consists of municipalities, industries, agriculture, commercial and other high capacity, multi-well facilities. Our main services consists of: well site investigation /selection; well construction and pump design/installation; well reconstruction/rehabilitation; pump repair/redesign; as well as other well house appurtenances such as: electrical controls; discharge piping; chemical treatment instruments; etc. It is our desire to develop a sole source company for providing our clients the highest quality and most cost effective solutions for the servicing of any and all the interior components of a typical water well facility. We are most widely recognized for our diverse team of professionals, and the team's ability to develop and utilize unique water well technologies to provide the best solution for water well redevelopment.

Water Well Solutions Service Group, Inc. was developed in November of 2000 by the company principals Michael E. Judkins and Mark W. Thurow along with the assistance of other key employees. Mr. Judkins and Mr. Thurow shared the duties of president, vice president, secretary, and treasurer of the corporation. The company was expanded to service the Illinois market through a relationship with business partner Todd Kerry with the development of Water Well Solutions Illinois Division, LLC, a wholly owned subsidiary of WWSSG, Inc. with offices in Oconomowoc, WI and Elburn, IL.

In 2014, WWSSG partners sold their interest in WWSSG and WWSID to SUEZ (Utility Service Group) and is now a Global leader in the Water Well Industry.

SENIOR PROJECT ENGINEERS:

Michael E. Judkins – Director Wells LOB is a 1987 graduate of the University of Wisconsin-Madison, with a Bachelor of Science degree in Geology and Geophysics. Following school he spent 9 years with Layne Christensen in the water well, environmental and mining industries. He then joined Municipal Well & Pump in 1995 and continued as a project engineer until October 2000. In 2000, Michael co-founded Water Well Solutions Service Group, Inc. and acted as President and CEO until the acquisition of this company by Utility Service Group, Inc., in 2014. Following the acquisition, he acted as General Manager of the WWSSG division until accepting the position as the Director of the Wells Line of Business.

Todd E. Kerry – Director of Wells Central Region is a graduate of Northern Illinois University in DeKalb, IL and worked his way through College as the third generation water well drilling and pump installation contractor with Meadow Equipment Sales & Service, Inc. After graduating, he spent 3 years in the field as an installer and drilling assistant on rotary and cable tool projects and in 1998 he was promoted to a Project Engineer where he continued until 2009. Todd then joined WWS as a Senior Project Manager to manage the Illinois Division. He also sits on the Board of Directors with the Illinois Association of Groundwater Professionals being elected by his peers to represent them.

Mark W. Thurow- Operations Manager, WI, attended the University of Wisconsin-Barron, studying telecommunications. He joined Layne Christensen in 1986 as a pump installer/drilling assistant, continued as a project engineer in the water well, environmental and water treatment industries until 1996. Mark joined Municipal Well & Pump and continued as a project engineer until October 2000 when he joined Water Well Solutions.

Jeffrey P. Gibson is a graduate of the University of Illinois, Champaign-Urbana with a Bachelor of Science degree in Civil Engineering. Jeff spent 29 years with the Layne Organization working on ground water exploration, development, design/construction, pumping systems & control design, installation and servicing, well development & rehabilitation, & water treatment design, installation and repairs. Jeff has worked in the

municipal, industrial, agricultural, commercial, mining, irrigation & development markets throughout his career. He joined Water Well Solutions in October of 2013.

Chris Zeeb joined our team in March of 2017. Chris has more than 20 years in the water supply industry, including 12 years with Layne Christensen in Michigan where he started as a field operator and advanced to Branch Manager. Chris started in the water industry as a wholesale supplier, focused on turbine pump design and pump controls both electric and hydraulic. Chris has extensive experience in submersible and line shaft turbine pump design and installation, and is especially well versed in well rehabilitation techniques.

Ahmad T. Hamdan, P.E. is a graduate of the University of Illinois, Urbana-Champaign with a Bachelor of Science degree in Chemical Engineering. Ahmad spent 2 years with the Layne Christensen Company working on well design, construction, pumping systems design, installation and servicing, well development & rehabilitation, installation and repairs. Ahmad has worked in the municipal, industrial, agricultural markets thus far. Ahmad is a registered Licensed Professional Engineer in the State of Illinois and joined Water Well Solutions in May, 2017.

Peter Bennin joined the company in June of 2006 as a project manager. Peter worked as both a field service technician and a project manager with Municipal Well and Pump for the last 13 years. He has extensive experience with both line shaft and submersible turbine pumps. In addition, Peter is a state of Wisconsin certified water operator and a licensed pump installer. He is a factory authorized start-up technician for ABB ACS 550 Variable Frequency Drives and has experience troubleshooting and repairing all types of electrical control equipment. He has successfully completed both the OSHA 40 HR hazardous waste operations training course and the permit required confined spaces training course.

David J Grutzik, P.E. is a 1982 graduate of Iowa State University with a Bachelor of Science degree in Civil Engineering and holds a Professional Engineer certification. From 1984 to 1990, he was the Director of Public Works in Weston, WI. From 1990 to 1996 he was the branch manager for Layne Northwest. From 1996 to 2004, he was an owner/partner of Civil Professional Consultants (CPC), a consulting engineering company. In 2004, CPC successfully merged with Central Wisconsin Engineering (CWE). Dave's role at CWE was head of architecture and vice president. He then joined Water Well Solutions in the spring of 2013 as a senior project engineer.

OPERATIONS MANAGERS & KEY FIELD PERSONNEL:

Mike Nailor is our Illinois Division Field Operations Manager with more than 15 years experience at Meadow Equipment Sales & Service, Inc. **Jon Kohlmetz** is our Wisconsin Field Operations Manager and joined the company in January of 2007. Both are also tasked as site safety managers to ensure safe working conditions on the jobsite.

WWS has recognized continued growth throughout the years with the acquisition of the highest quality machinery and equipment, and the addition of talented personnel. Our operations staff is comprised of talented individuals with an impressive number of years of service. Randy Williams is A lead cable tool drilling superintendents, and have in excess of 50 years combined experience. These gentlemen are supported by Jon Kohlmetz, our Shop Superintendents and our field staff Doug Mynatt, Shawn Tremaine, Andy Burbach, Matt Flak, Jeremy Hoberg , Craig Jones, Ronaldo Warren, Jim Cleary, Jack Bark, Mike Richards, Matt Werhane, , Gary Rickmon and Dave Knutson.

BYRON JACKSON QUALIFICATIONS: our field staff have over 30 years experience pulling, servicing and reinstalling Byron Jackson Mercury sealed motors, ranging from 75-500HP 460 & 2300V motors.

PARTNERING TECHNOLOGY:

Water Well Solutions is honored to represent, and be supported by, such exclusive vendors as: “**AirBurst® Technologies**” & “**Hy-RIP**” for water well development and rehabilitation; “**Aquastream®**” suction flow control

technologies for sand and contaminant control; “**Carus Chemicals**” & “**Pristine Chemicals**” for well rehabilitation specific chemistry; “**Layne Vertiline**” and “**American Turbine Pump**” line of vertical turbine and “**Centrilift**” as well as “**Sun-Star Electric**”, for submersible pumping equipment, submersible motor re-winds of all major manufactures, for submersible pumping equipment; etc. WWS is also a distributor of “**ABB Drives**”. Exclusive relationships with such industry recognized suppliers aid Water Well Solutions in maintaining a competitive and opportunistic position in the water well market place.

Water Well Solutions would like to recognize our new Illinois distributor status with **ITT Goulds Pump** as of 4/1/09. We are proud to be able to buy factory direct for Goulds products and services which offers WWS purchasing power with Global support. Water Well Solutions would also like to recognize our exclusive agreement with **AirBurst® Technology** in Northern, IL as of 4/1/09. We are proud to be the sole provider of **AirBurst® Technology** throughout the entire state of Wisconsin and Northern Illinois, as well as a Semi-Exclusive provider in the remainder of the State of Illinois. Water Well Solutions Senior Project Managers worked to develop and prefect the **AirBurst® Technology** to what it is today. No other company has the knowledge, and application experience that WWS has to offer.

Water Well Solutions is very proud of our image and safety record and are sure you will be as equally impressed with the quality of our equipment and professionalism. We have enjoyed rapid growth by attracting the best people in the industry. We continue to strive to meet our client’s individual requirements with professionalism and realistic solutions to their ever changing needs. We base our business on trust, and are confident our clients will appreciate our innovative, cost effective, and straightforward approach to all their water needs.



Illinois Service Center Wells Reference List

(Deep Well Pump Removal, Inspection, and Abandonment)

City of Romeoville IL
Mr. Carl Groth
(630)946-3550

City of Lockport
Scott Green
815-671-9873

Wasco Sanitary District
P.O. BOX 9, WASCO, IL
Jason Fowler
630-208-9898

Village of Algonquin, IL
Jason Schutz
847-658-2754

Elk Grove Village, IL
Scott Nailor
847-734-8047

City of McHenry, IL
Mr. Mike Palmer
815-363-2190

City of Warrenville, IL
John Satter
630-393-9050



Water | Advanced Solutions

Major Equipment Listing

2/16/17

- (1) 23.5 ton Terex 4792 Crane 2002
- (1) 23-ton National Crane Model 800D 2003
- (2) 44,000 lbs. Pump rigs Pulstar P38000HD 2001
- (1) 66,000 lbs. Pulstar P66000HD Pump Rig 2003
- (2) 44,000 lbs. R12 Smeal Pump Rig
- (3) 20,000 lbs. 10T Smeal Pump Rig
- (2) 12,000 lbs. 5T Smeal Pump Rigs
- (4) 55,000 lbs. R15 Hunke Pump Rigs
- (2) 140,000 lb. Cable Tool Drill Rig Bucyrus Erie 36L 1988
- (1) 22 W Cable Tool Drill Rig
- (1) 3000' Well Televising van 2001 GMC
- (1) 3000' Well Televising van 2013 GMC
- (1) 500' Portable Well Televising Camera
- (1) 10,000 lb. trailer 2012
- (2) 20,000 lb. trailers 2007
- (2) 26,000 lb. trailers 2014
- (4) 26,000 lb. trailers 2015
- (1) 7,000 lb. trailer 2010
- (1) 8,000 lb. trailer 2014
- (1) 14,000 lb. trailer 2010
- (2) Enclosed trailers with VFD capabilities
- (5) F150 Service trucks
- (2) F550 Service truck 2008
- (2) F450 Service Truck 2006
- (3) International 4300 Service truck with cranes 2016
- (3) International 4400 Service trucks with cranes 2017
- (1) Ford Flatbed /Water Truck
- (1) International Winch Tractor w/ Tri-axle Low Boy 2000
- (1) International Semi Tractor
- (1) Tandem axle 48' Flatbed trailers
- (1) Hy-RIP Apparatus Trailer
- (1) 200 KW Trailer Mounted Generator
- (1) 75 KW Trailer Mounted Generator
- (1) 3200 Gallon Hy-RIP chemical injection system
- (2) 185 Portable Air Compressors
- (2) High Pressure Steam Cleaning Units
- (1) Hydraulic swage tool for casing repairs
- (1) Trailer mounted CO2 Injection System For Aqua Freed/ Aqua Gard 2016
- (1) New Holland LS 180 Skid loader
- (1) John Deere All Terrain 4X4 Forklift 6,000 lbs. Cap

Water Well Solutions * N87 W36051 Mapleton St. * Oconomowoc, WI 53066

Toll Free: (888) 769-9009 * Fax: (920) 474-4771 * Web: www.wwsug.com

- (1) Toyota Forklift 10,000 lbs. Cap
- (1) Caterpillar Forklift 10,000 lbs. Cap
- (1) Yale Forklift 5,000 lbs. Cap
- (11) Miller Portable welders

Shop equipment includes an 18" x 84" lathe, milling machines, welders, drill presses, 2 hydraulic presses, band saws, drill presses, etc. Also, various submersible and turbine test pumps ranging from 5 HP to 500 HP.

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

August 7, 2019

Water Well Solutions
825 E North St
Elburn, IL 60119

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Water Well Solutions, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173 and IL004113830).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Water Well Solutions, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Amanda Gunderson

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade — Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Hilda L. Solis
Secretary of Labor

Al V. Hall
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



December 31, 1978
Date Revised June 23, 2011

Registration No. IL008780173

Hilda J. Solis
Secretary of Labor
Ad. V. Hall
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

Wilmington, Illinois

For the Trade - Geothermal and Well Drilling Operator

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



June 21, 2011

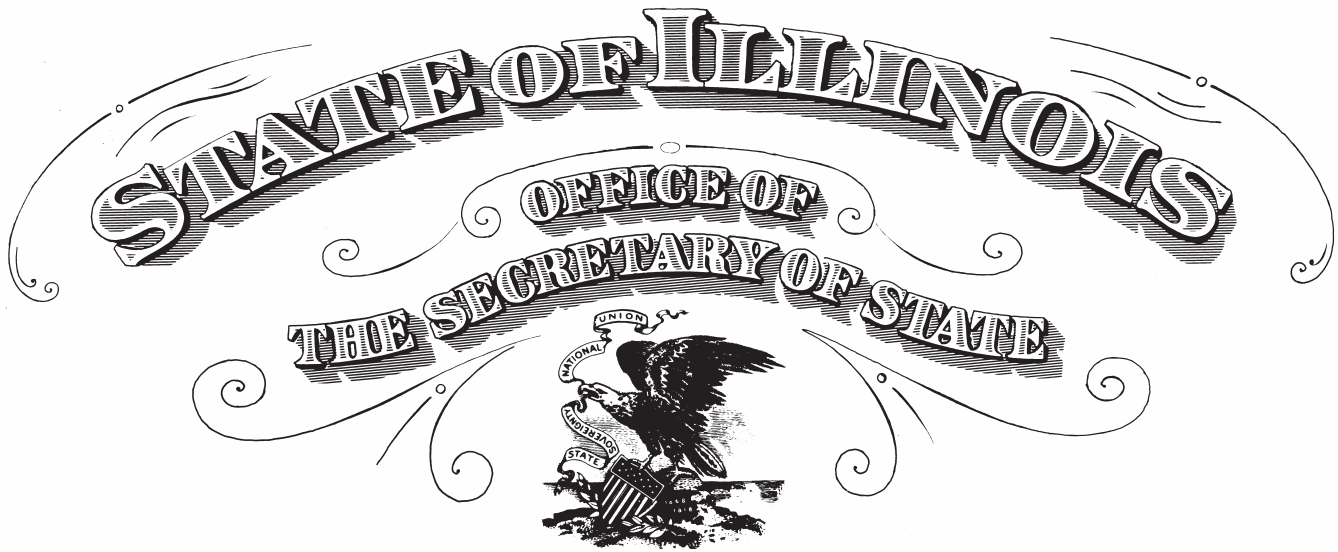
Date

IL004113830

Registration No.

Michael J. Solis
Secretary of Labor

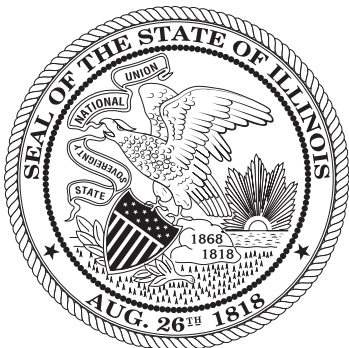
Ad V. Lull
Administrator, Office of Apprenticeship



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

WATER WELL SOLUTIONS ILLINOIS DIVISION, LLC, A WISCONSIN LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON AUGUST 02, 2004, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of FEBRUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE



Memorandum

To: Dale Berman, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: February 14, 2020
Re: Maintenance Agreement for Towne Center Wetlands

The Village of North Aurora is required to make sure that the wetlands at Towne Center are in compliance with the requirements of the Army Corps of Engineers. In order to generate the inspection reports necessary to document compliance, individuals with qualifications in environmental engineering and ecology need to evaluate the current condition of the wetlands.

The inspections that will be performed will determine if the wetland is functioning as it was originally designed. Recommendations will be prepared for any items that are identified as unsatisfactory. In addition to inspections, maintenance mowing is prescribed to control invasive annual and biennial species.

Hey and Associates has the expertise to manage the wetland plants and stormwater BMP (Best Management Practices) inspections. They are uniquely qualified to perform the required inspections because they designed the original maintenance program and has been maintaining the area since before the wetland plants were established. Hey and Associates has experience working with the Army Corps of Engineers and had successfully worked on the Towne Center Wetlands in the past.

The cost of the maintenance agreement with Hey and Associates is illustrated in the table below. BMP Inspection and Reporting is the evaluation of the wetlands to confirm they are functioning as designed. This activity will include an assessment,

report, and recommendations. Vegetative Management is the selective treatment of plant species. The treatments are administered to promote the functioning of the stormwater infrastructure system. An additional planting is being recommended to control erosion from a channel exiting the Oak Hill subdivision and entering the wetlands. Reducing the erosion and sediment produced from this channel will improve water quality throughout the wetlands.

Towne Center Wetlands Maintenance Activities

BMP Inspection and Reporting	\$4,500
Vegetation Management	\$15,500
Total	\$20,000

At this time the Village is requesting approval to enter into a one year agreement with Hey and Associates to perform the activities outlined in the table above in the amount of \$20,000. This expenditure is funded out of the North Aurora Towne Center Special Service Area (SSA), Fund 17.

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

26575 W. COMMERCE DRIVE, SUITE 601

VOLO, ILLINOIS 60073

PHONE (847) 740-0888

FAX (847) 740-2888

CHICAGO, ILLINOIS

February 14, 2020

Messrs. Steve Bosco and Bill Hannah
Village of North Aurora
25 East State Street
North Aurora, Illinois 60542

Project No.: 17-0006

Re: North Aurora Towne Centre
Natural Open Space Management and Stormwater BMP Inspections 2020
North Aurora, Illinois

Dear Steve and Bill:

We are pleased to provide a proposal for continued management and monitoring services within the approximate 146-acre open space unit, including the stormwater BMP basins, located within the North Aurora Towne Centre Development property. We understand that there are no formal management or monitoring parameters that are required to be met for this project. Therefore, based on our regional experience and knowledge of the property, we propose the following scope of services:

BMP INSPECTION AND REPORTING

Hey and Associates, Inc. (Hey) will perform two (2) site visits at the North Aurora Towne Centre site in 2020, spring and fall, to conduct inspections at each of the six stormwater BMP's. Each BMP will be assessed individually as to its functionality and current condition based on the design plans dated 5/16/2005. Individual inspection reports will be generated and will include a keyed site map, current photographs and any recommendations for items assessed as unsatisfactory and in need of attention. This task does not include any actual maintenance work of the physical structures or infrastructure.

We will complete this task for a lump sum cost of \$4,500

VEGETATION MANAGEMENT

Work in 2020 will build on progress made during previous year's efforts. Selective herbicide treatments will be used to treat invasive and undesirable weedy species throughout the natural areas communities. The focus will be on control of species such as common reed (*Phragmites australis*), reed canary grass (*Phalaris arundinacea*), purple loosestrife (*Lythrum salicaria*) in the wetland and field thistle (*Cirsium arvense*), crown vetch (*Coronilla varia*), teasel (*Dipsacus* spp.) and reed canary grass in the upland community. The control efforts will be implemented with consideration for promoting the functioning of the stormwater infrastructure system (inlets and outlets) to maintain proper flow. Observed minor debris jams will be cleaned.

Selective mowing may also be performed as applicable during the summer and early fall to control invasive annual and biennial species such as Queen Anne's lace (*Daucus carota*), sweet clover (*Melilotus* spp.), and sow thistle (*Sonchus* spp.).

This task will include a meeting, if requested, with Village of North Aurora (Village) staff to discuss site maintenance issues and priorities. Activities in 2020 will be documented in a summary report, with recommendations for future maintenance activities.

We will complete this task for a lump sum cost of \$15,500

Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Preston Skultety at our Volo office.

Hey and Associates, Inc.

Village of North Aurora

Attest

Attest

Date

Date

Compensation

Profession	Hourly Bill Rate
Principal	\$195-205
Engineering	
Senior Civil Engineer	\$170
Civil Engineer I to V	\$105-145
Engineering Designer	\$150
Water Resources Specialist I to IV	\$95-125
Engineering Technician I to II	\$95-110
Ecological Services	
Senior Project Scientist	\$160
Environmental Services Manager	\$140
Environmental Scientist I to V	\$90-130
Environmental Intern	\$45
Landscape Architecture	
Senior Landscape Architect	\$165
Landscape Architect I to V	\$105-145
Landscape Designer	\$100
Erosion Control	
Senior Erosion and Sediment Control Specialist	\$165
Erosion and Sediment Control Specialist	\$90
Subsurface Drainage Services	
Subsurface Drainage Services Manager	\$120
Design Support	
CAD Manager	\$100
CAD Technician	\$95
GIS Specialist	\$85
Administration	
Senior Administrator	\$110
Accounting/Marketing Administrator	\$70
Administrative Assistant	\$65
Expert Testimony	
Rates to be determined on per-project basis	

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.65/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2020 through December 31, 2020.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of the Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, the Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless HEY from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by HEY in defense of any such claims) resulting from any claims brought against HEY alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from the HEY's use of, or reliance on, the design, plans and specifications provided by the Owner for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Owner and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Owner and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

Memorandum



To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: February 25, 2020

Re: Engineering Services Agreement for Preparing STP-L Application

The Public Works Department is requesting approval of an agreement with Engineering Enterprises Incorporated (EEI) to prepare and submit an application to Kane County Council of Mayors (KKCOM) for consideration of federal funding for Orchard Gateway Boulevard on behalf of the Village of North Aurora. In the past the Village has received funding through the federal Surface Transportation Program (STP) funding for projects completed on Randall Road and most recently in 2016 on Airport Road.

In order to receive funding again, the Village must submit a project application under one of three project classifications. KKCOM staff then evaluates the applications by scoring them against the program criteria for the project classification. The projects scores are used to rank the projects. Projects ranked higher are more likely to be programmed into the five year Transportation Improvement Program (TIP) and receive funding.

EEI would assist the Village by strategically determining which funding project classification is most appropriate. Next they would prepare a complete and accurate application by providing traffic analysis at intersections, performing a roadway improvement analysis, preparing cost estimates and electronically submitting the application by the March 13, 2020 deadline.

The cost of the engineering associated with the agreement for the preparation of the application is in the amount of \$18,640. There is currently \$65,000 in the budget for this project. Staff is recommending the approval of the agreement with EEI. EEI is currently working with the Village on the 2020 Road Program and has performed very well to date

**Orchard Gateway Boulevard Roadway Improvements
Village of North Aurora, Kane County, IL
Professional Services Agreement – Pre-Phase I Engineering**

THIS AGREEMENT, by and between the Village of North Aurora, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the Village the following services: The ENGINEER shall provide any and all necessary engineering services to the Village as indicated on the Scope of Services included in Attachment A. Pre-Phase I engineering for all roadways indicated on the Project Location Map in Attachment C will be provided. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated of Level of Effort and Associated Cost included in Attachment B. Pre-Phase I Engineering will be paid for as a Lump Sum in the amount of \$11,490. The hourly rates for this project are shown in Attachment D. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the Village shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 10%. Such outside services include, but are not limited to services to be provided by DLZ. Direct Expenses are estimated to be \$7,150.

D. Changes in Rates of Compensation:

In the event that this contract extends beyond December 31, 2020, the contractor shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after January 1st of 2021. In the event that any rate changes do occur, the new effective rates will not affect the established Lump Sum rate.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the

federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are

*Orchard Gateway Boulevard Roadway Improvements
Village of North Aurora
Professional Services Agreement
Pre-Phase I Engineering*

merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

Attachment A:	Scope of Services
Attachment B:	Estimated Level of Effort and Associated Cost
Attachment C:	Project Location Map
Attachment D:	2020 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

President and Village Clerk
Village of North Aurora
25 East State Street
North Aurora, IL 60542

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

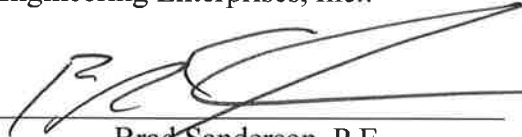
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2020.

Village of North Aurora:


Engineering Enterprises, Inc.:

Dale Berman
Village President



Brad Sanderson, P.E.
Chief Operating Officer/President

Lori Murray
Village Clerk



Joseph W. Cwynar, P.E.
Senior Project Manager

**Orchard Gateway Boulevard Roadway Improvements
Village of North Aurora, Kane County, IL
Professional Services Agreement – Pre-Phase I Engineering**

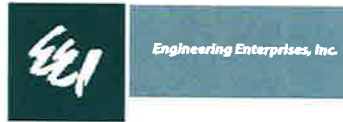
Attachment A– Scope of Services

Pre-Phase I Engineering

- Project Management, Coordination and Meetings
 - Meetings (1 meeting)
 - Project Management
- Intersection Traffic Analysis
 - Perform traffic counts at the following five (5) intersections (DLZ) (See Attachment C):
 - Orchard Gateway Boulevard and Orchard Road
 - Orchard Gateway Boulevard and Hansen Boulevard
 - Orchard Gateway Boulevard and Towne Center Drive West
 - Orchard Gateway Boulevard and Towne Center Drive East
 - Orchard Gateway Boulevard and Randall Road
 - Analyze traffic data provided by DLZ and crash data provided by the Village of North Aurora to determine potential safety improvements that can be made at the following three (3) intersections where crashes have occurred over the last 5 years:
 - Orchard Gateway Boulevard and Hansen Boulevard
 - Orchard Gateway Boulevard and Towne Center Drive West
 - Orchard Gateway Boulevard and Towne Center Drive East
- Roadway Improvements Analysis
 - Roadway pavement and curb and gutter rehabilitation/reconstruction analysis
 - Investigate other options for improvements along Orchard Gateway for inclusion in the STP funding application
- Cost Estimates for inclusion in the STP Funding application
 - Prepare cost estimates for the potential intersection safety improvements
 - Prepare cost estimates for the roadway improvements on Orchard Gateway Boulevard from Orchard Road to Randall Road
- Preparation and submittal of the STP funding application, associated applications and GATA paperwork on eTip by March 13, 2020

Items not included in the scope:

- Preliminary (Phase I), Design (Phase II) and Construction (Phase III) Engineering



ATTACHMENT B
ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
 Orchard Gateway Boulevard Roadway Improvements - Pre-Phase I Engineering
 Village of North Aurora, IL

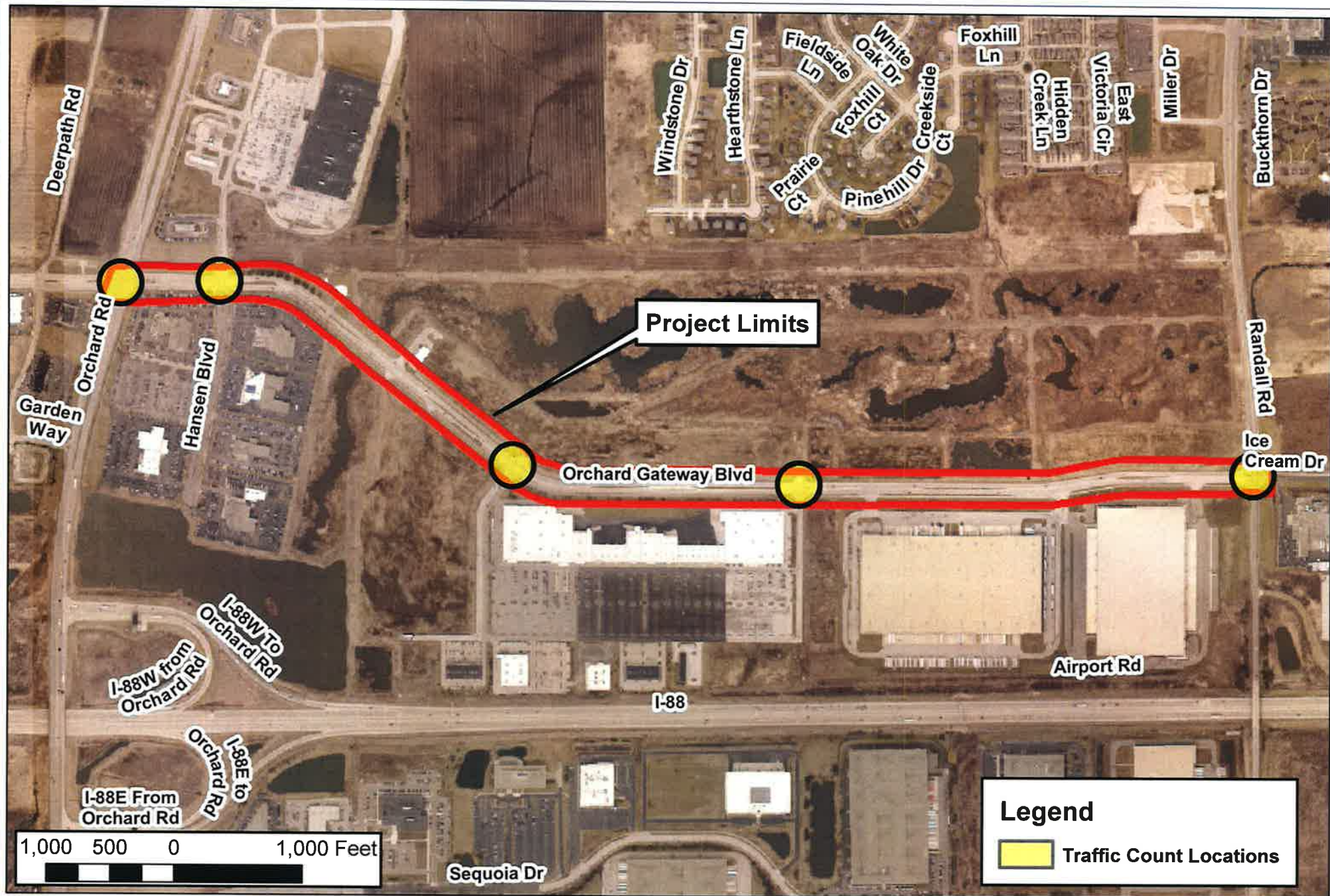


WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	SENIOR PROJECT SURVEYOR	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$209	\$203	\$183	\$145	\$183	\$172	\$160	\$158	\$145	\$70		
PRE-PHASE 1 ENGINEERING SERVICES														
1.1	Project Management, Meetings and Coordination			4	4	2							10	\$ 1,834
1.2	Intersection Traffic Analysis			2	12	6							20	\$ 3,472
1.3	Roadway Improvements Analysis			2	4	4							10	\$ 1,718
1.4	Cost Estimates				2	12							14	\$ 2,106
1.5	Preparation and Submittal of STP Funding Application				8					2	4		14	\$ 2,360
PROJECT TOTAL:			-	8	30	24	-	-	-	2	4	-	68	\$ 11,490

DIRECT EXPENSES	
24-Hour Traffic Counts (DLZ)	\$ 7,150
DIRECT EXPENSES =	\$ 7,150

LABOR SUMMARY	
Engineering Expenses =	\$ 10,594
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 896
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 11,490

TOTAL EXPENSES =	\$ 18,640
-------------------------	------------------



Engineering Enterprises, Inc.



52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

Village of North Aurora

25 East State Street
North Aurora, IL 60542
630-897-8228

DATE: FEBRUARY 2020
PROJECT NO.: NO1902
BY: MJT
PATH: H:\GIS\PUBLIC\NORTH AURORA\
FILE: NO1902_Orchard Gateway Blvd.MXD

ORCHARD GATEWAY BOULEVARD ROADWAY IMPROVEMENTS ATTACHMENT C PROJECT LOCATION MAP





Standard Schedule of Charges

January 1, 2020

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$214.00
Principal	E-3	\$209.00
Senior Project Manager	E-2	\$203.00
Project Manager	E-1	\$183.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$172.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$160.00
Project Engineer/Planner/Surveyor	P-4	\$145.00
Senior Engineer/Planner/Surveyor	P-3	\$133.00
Engineer/Planner/Surveyor	P-2	\$121.00
Associate Engineer/Planner/Surveyor	P-1	\$109.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$145.00
Project Technician	T-4	\$133.00
Senior Technician	T-3	\$121.00
Technician	T-2	\$109.00
Associate Technician	T-1	\$ 96.00
GIS Technician	G-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00