



## Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, APRIL 6, 2020 - 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

### **AGENDA**

Due to the current COVID-19 pandemic, Village Hall is closed to the public. Therefore, the Village Board meeting will be conducted live remotely via telecommunications while Village Hall remains closed to the public. Although Village Hall is closed to the public, the public is still invited to attend the board meeting remotely via telecommunications. The Village Board meeting will be conducted on Zoom. The public can access the meeting as follows:

**Website Address:** <https://zoom.us/j/751503616>

**Meeting ID:** 751 503 616

**Dial In:** +1-312-626-6799

This procedure is being followed pursuant to the Illinois Governor's "Executive Order" suspending certain provisions of the "Open Meetings Act" (i.e. 5 ILCS 120/2.01; 5 ILCS 120/7).

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

### **ROLL CALL**

### **PROCLAMATION**

Arbor Day

### **AUDIENCE COMMENTS**

### **TRUSTEE COMMENTS**

### **CONSENT AGENDA**

1. Village Board Minutes dated 03/16/2020; Committee of the Whole Minutes dated 03/16/2020
2. Bills List Dated 04/06/2020 in the Amount of **\$667,606.44**
3. Interim Bills List Dated 03/27/2020 in the Amount of **\$28,168.94**
4. Approval of Ordinance Granting a Special Use Pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to Allow a Utility at 151 S. Lincolnway in The B-3 Central Business District, Village Of North Aurora, Illinois
5. Approval of Resolution Accepting a Grant of Public Sanitary Sewer Easement In The Springs At Orchard Road

6. Approval Of Resolution Accepting a Grant Of Public Water Easement in The Springs at Orchard Road in The Village Of North Aurora
7. Approval of Water Department New Truck Purchase from Coffman GMC in the Amount of **\$40,608.00**
8. Approval of Pay Request #3, Partial, to Frank Marshall Electric for Well #8 & 9 Electrical Facilities in the Amount of **\$448,264.80**
9. Approval of Pay Request #5, Partial, to Layne Christensen Company for Well #8 & 9 Pumps and Motors in the Amount of **\$187,605.00**
10. Awarding of 2020 Road Program Bid to Geneva Construction Company in the Amount of **\$1,163,754.20**

## **NEW BUSINESS**

1. Approval of Ordinance Acknowledging a State of Emergency in Response to COVID-19 and Extending the State of Emergency for the Village of North Aurora

## **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 JB



## ***PROCLAMATION***

### ***Arbor Day 2020***

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

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

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

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

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

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

**NOW, THEREFORE, BE IT PROCLAIMED**, I, Dale Berman, Village President of the Village of North Aurora do hereby proclaim April 24, 2020 as

#### **"ARBOR DAY"**

in the Village of North Aurora, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the hearts and promote the well-being of this and future generations on this 24<sup>th</sup> day of April, 2020.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

ATTEST:

\_\_\_\_\_  
Lori Murray, Village Clerk

**VILLAGE OF NORTH AURORA  
VILLAGE BOARD MEETING MINUTES  
MARCH 16, 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 Mark Carroll, Trustee Tao Martinez, Trustee Mark Guethle. Not in attendance: Trustee Laura Curtis.

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

**AUDIENCE COMMENTS** - None

**TRUSTEE COMMENTS**

Trustee Carroll asked, due to the closings of restaurants, if the village could set up a fund to help benefit those who may be affected that are residents of North Aurora. Trustee Guethle said that there is a federal fund of \$80 million that has been released to help workers. Mayor Berman said that it may be a little premature at this time but will definitely look into it.

Trustee Gaffino said that something should be considered and that this is not only affecting restaurants but a lot of businesses in North Aurora.

**CONSENT AGENDA**

1. Village Board Minutes dated 03/02/2020
2. Bills List Dated 03/02/2020 in the Amount of **\$584,493.14**
3. Travel and Expenses for Business Purposes in the Amount of **\$40.00**
4. Approval of Pay Request #2, Partial, for Well # 8 &9 Electrical Facilities to Frank Marshall Electric in the Amount of **\$84,780.90**
5. Approval of Pay Request #4, Final, for 2019 Sanitary Sewer Televising to Power Rodding Corp. in the Amount of **\$8,827.88**
6. Approval of Resolution Accepting the Public Improvements for the Property Located at 1801 Oak Street in North Aurora
7. Approval of the North Aurora Days Special Events Permit
8. Approval of the North Aurora Days Fireworks License Agreement with Randall Oaks LLC
9. Approval of Resolution for a Permit to Utilize State Street for the Annual North Aurora Days Pet Parade
10. Approval of July 3 Fireworks Special Events Permit
11. Approval July 3 Fireworks Intergovernmental License Agreement with Fox Valley Park District for Use of Fireworks on Park District Property

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 Lowery – yes, Trustee Gaffino – yes. **Motion approved (5-0).**

## **NEW BUSINESS**

### **1. Approval of Resolution for July 3 Fireworks Celebration Liquor in Park**

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

### **2. Awarding of Contract for 2020 Crack Sealing to Patriot Pavement Maintenance, Inc. in the Amount of \$78,226.00**

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

**OLD BUSINESS** – None

## **VILLAGE PRESIDENT**

Mayor Berman stated that if the village has to take measures to shut down village hall due to the current situation, an announcement will be made, however, at this time, the village will continue business as usual.

**COMMITTEE REPORTS** - None

**TRUSTEES' COMMENTS** - None

## **ADMINISTRATOR'S REPORT**

Village Administrator Steve Bosco reported that the village has made some changes to minimizing staff's exposure in the public. All external travel for meetings and conferences have been cancelled internal meetings are being held via phone. In the office, employees are safely distanced from each other. The village does not have a policy for this. Most fall under emergency declarations. By code, and by the fact that the Mayor can declare an emergency, extraordinary authority can be granted to suspend some of the rules in the personnel manual to allow for flexibility such as letting people telecommute. If someone tests positive, would like to make sure that person stays home and the village would pay for that person to stay home.

Additional cleaning will be done during off hours to sanitize public areas.

**ATTORNEY'S REPORT** – Atty Drendel stated that the governor has declared a suspension of the Open Meetings Act rule today. This will allow for remote meetings.

## **VILLAGE DEPARTMENT REPORTS**

1. **Finance** - None

2. **Community Development** – the Small Business Administration is making available low interest loans to business and non-profits to assist during this time. It is through the Economic Injury Disaster and Loan program.

3. **Police** – Chief Fisher said that the village has been under control and running smoothly. Chief Fisher said that the police department has cancelled its ride-a-long program and any tours. The Citizens Academy will be postponed. All face-to-face meetings with individuals outside of the police department have been cancelled. All officers are equipped with personal protective equipment. The department will also start online reporting where someone can go online on the village webpage and self-report instead of

the officer having to go to the location. Officers are also able to take reports over the phone.

4. **Public Works** – None

**EXECUTIVE SESSION** – None

**ADJOURNMENT**

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

Respectfully Submitted,

Lori J. Murray  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
MARCH 16, 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 Mark Carroll, Trustee Tao Martinez, Trustee Mark Guethle. **Not in attendance:** Trustee Laura Curtis.

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

**AUDIENCE COMMENTS** - None

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. Fox Metro Pump Station**

Community & Economic Development Director Mike Toth reported on the following:

The Fox Water Reclamation District operates a pump on the east side of the Fox River trail. The pump is about 50 years old and they are looking to replace it. The new pump station will be pumping from 65 feet below grade up to the interceptor line and then heading west. The pump station will service an average of 4-1/2 million gallons a day and the service maximum it can process is 32 million gallons a day. The station serves over 23,000 businesses and residents in the Village of North Aurora and the City of Aurora. The use is considered a utility in the B3 district and is considered a special use. The project meets all of the zoning requirements and the use would be considered a special use.

Trustee Guethle asked about the timeline. Pat Kelsey of Deuchler Engineering stated that the anticipated timeline would be as follows: Project out to bid in May with a mid-summer start. The building will be 27 feet above grade but 55 feet below grade so there is a large mining project that needs to take place. Construction would start in the fall and into the winter. Completion would be late into 2021 with landscaping in the spring of 2022.

Toth noted that the Plan Commission held a public hearing in February with unanimous approval of the project.

**2. Draft Budget FY 20-21**

Finance Director Bill Hannah provided a brief overview of the budget.

Overall the total budget contains Revenues - \$24.4 million, Expenditures - \$26.1 million.

Sales Tax projected this year is just over \$5 million and next year at \$5.175 million.

The projected fund balance at the end of this current year is \$7.5 million for the General Fund. Staff is projecting it to be \$80,000 in the black for the current year. That includes making the \$750,000 transfer as was discussed via the budget amendment at the last meeting.

#### Admin/Finance

- There will be a 2.25% cost of living adjustment for all non- union employees.
- Website redesign - \$13,000.
- Police Department – increase of personnel costs for the addition of 2 police officers.
- Increase in pension contribution from \$1.2 million to \$1.4 million.
- Community Development – revamp of the comprehensive plan.
- Public Works – hiring of a village engineer. That process is ongoing as it was approved via budget amendment last village board meeting and will be fully funded in next year's budget.
- Non-Departmental and Transfers – This part of the budget shows where the village pays out the sales tax rebates and also transfers money out of the general fund if there are excess revenues. This section reflects the \$750,000 in the current year being transferred to the capital projects fund and \$600,000 in estimated local cannabis sales tax revenue which would be transferred entirely to the capital projects fund next year.

Motor Fuel Tax Fund – Significant increase with the biggest change from \$471,000 to \$651,000 this year due to the increased state taxes and Transportation Renewal Fund. The biggest project next year will be replacing the poles along Orchard Gateway at a cost of \$424,000.

Route 31 TIF Fund – continuing the re-budgeting for the silo project.

Capital Projects Fund – The village started the year with \$3.1 million in reserve and received \$1.6 million in revenues. The village estimates having \$3.7 million in the capital projects fund at the end of the year. The road program is budgeted at \$1.2 million for 2020.

Library Debt Service Fund – Last year for this fund. The village board voted to decrease property taxes by an additional \$115,000, using all of the fund balance to help abate the final debt payment.

Water Fund – Well 8 and 9 projects to be completed substantially by the end of the current fiscal year. The big capital project is the anticipated construction for the new water tower with an estimated cost of \$1.9 million.

Revenues from water charges are about \$2.5 million which is consistent with last year.

Well 5 is going to be pulled for maintenance. The village will also be pulling well 4. Estimated cost is \$125,000. The cost for the Maple and Elm watermain replacement project is estimated at \$450,000.

There are \$3.8 million in reserves for the water fund.

#### Vehicle & Equipment Fund

- Three (3) police vehicles at \$136,000.
- New 5-yard dump truck with plow
- Leaf Vactor purchase - \$75,000

Document management implementation process - \$50,000

Police Pension Trust Fund - Budgeted amount of \$21 million as of the end of next year with 61% funded.

There were no questions from the board.

#### 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



# Accounts Payable

## To Be Paid Proof List

User: ablasr  
Printed: 04/01/2020 - 1:31PM  
Batch: 00502.04.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation						
039020						
Coffee Pods- PD	433.18	01-445-4411	Office Expenses	PSI347201	3/11/2020	04/06/2020
Kitchen Supplies- PD	1,443.22	01-445-4411	Office Expenses	PSI347970	3/18/2020	04/06/2020
Total:	1,876.40	*Vendor Total				
Aflac						
030540						
Aflac- March 2020	80.48	01-000-2053	AFLAC	130359	3/26/2020	04/06/2020
Total:	80.48	*Vendor Total				
AIM						
046510						
Flex 125- March 2020	154.00	01-430-4267	Finance Services	00032617	4/1/2020	04/06/2020
Total:	154.00	*Vendor Total				
Aurora Fastprint						
029610						
Inspection Notice Short Form (2000)	253.38	01-441-4507	Printing	30057	3/24/2020	04/06/2020
Total:	253.38	*Vendor Total				
B & F Construction						
015600						
Plan Review- State Farm Buildout	895.50	01-441-4276	Inspection Services	53324	3/17/2020	04/06/2020
Total:	895.50	*Vendor Total				
Certified Laboratories Division						
048600						
Pro Brite Wash	2,409.53	01-445-4511	Vehicle Repair and Maint	3873196	3/27/2020	04/06/2020
Total:	2,409.53	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control	14,638.50	01-445-4521	Mosquito Control	001009773	3/25/2020	04/06/2020
Total:	14,638.50	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Coffman Truck Sales, Inc.</b>						
000320						
Safety Test- Truck #192	21.50	01-445-4511	Vehicle Repair and Maint	137800	3/23/2020	04/06/2020
Total:	21.50	<b>*Vendor Total</b>				
<b>Commonwealth Edison</b>						
000330						
Street Lights/ 4 S Willowway	65.30	10-445-4660	Street Lighting and Poles	0146092024	3/10/2020	04/06/2020
Street Lights/ 1802 Orchard Gateway	268.55	10-445-4660	Street Lighting and Poles	0562144049	3/10/2020	04/06/2020
Street Lights/ 355 Moorfield	8.53	10-445-4660	Street Lighting and Poles	0795092063	3/19/2020	04/06/2020
Street Lights/ 1197 Comiskey	8.53	10-445-4660	Street Lighting and Poles	0903075187	3/19/2020	04/06/2020
Street Lights/ Rt56 & Rt25	82.16	10-445-4660	Street Lighting and Poles	1425064018	3/12/2020	04/06/2020
Street Lights/ 1193 Comiskey	8.53	10-445-4660	Street Lighting and Poles	1743032047	3/19/2020	04/06/2020
Street Lights/ Comiskey & Orchard	86.00	10-445-4660	Street Lighting and Poles	2313121105	3/10/2020	04/06/2020
Total:	527.60	<b>*Vendor Total</b>				
<b>Constellation NewEnergy, Inc.</b>						
034130						
Street Lights	2,003.95	10-445-4660	Street Lighting and Poles	17029266201	3/20/2020	04/06/2020
Total:	2,003.95	<b>*Vendor Total</b>				
<b>Creekside Compost, LLC</b>						
467909						
Landscape Logs	192.00	01-445-4532	Tree Service	20-03-0227	3/17/2020	04/06/2020
Total:	192.00	<b>*Vendor Total</b>				
<b>Feece Oil</b>						
031060						
Mid-Grade Fuel	1,357.89	71-000-1340	Gas/Diesel Escrow	3688666	3/18/2020	04/06/2020
Total:	1,357.89	<b>*Vendor Total</b>				
<b>Frank Marshall Electric</b>						
028510						
Well #8 Electrical Work- Pay Req #3	224,036.40	60-470-4875	Capital Improvements	NA-583E-01	3/26/2020	04/06/2020
Well #9 Electrical Work- Pay Req #3	224,036.40	60-471-4875	Capital Improvements	NA-583E-02	3/26/2020	04/06/2020
Total:	448,072.80	<b>*Vendor Total</b>				
<b>Gerald Ford</b>						
467768						
Squad Repair	664.25	01-440-4511	Vehicle Repair and Maint	6015224	2/29/2020	04/06/2020
Total:	664.25	<b>*Vendor Total</b>				
<b>Hach Company</b>						
014100						
Testing Reagents	1,016.69	60-445-4567	Treatment Plant Repair/Maint	11889437	3/20/2020	04/06/2020
Total:	1,016.69	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Industrial Door Company</b>						
044430						
Salt Barn Door Repair	789.00	01-445-4520	Public Buildings Rpr & Mtce	110588	3/19/2020	04/06/2020
Total:	789.00	<b>*Vendor Total</b>				
<b>Janco Chemical Supply, Inc</b>						
000660						
Custodial Supplies- PD	333.70	01-445-4421	Custodial Supplies	281399	3/20/2020	04/06/2020
Total:	333.70	<b>*Vendor Total</b>				
<b>JSN Contractors Supply</b>						
041440						
Blue Flags	99.90	60-445-4568	Watermain Rprs. & Rplcmts.	83343	3/20/2020	04/06/2020
Total:	99.90	<b>*Vendor Total</b>				
<b>Konica Minolta</b>						
024860						
AP Printer- Blaser	866.00	01-430-4420	IT Supplies	264961558	3/18/2020	04/06/2020
Total:	866.00	<b>*Vendor Total</b>				
<b>Layne Christensen Company</b>						
025170						
Well #8 Pump & Motor- Pay #5	93,802.50	60-470-4875	Capital Improvements	NA-583D-01	3/31/2020	04/06/2020
Well #9 Pump & Motor- Pay #5	93,802.50	60-470-4875	Capital Improvements	NA-583D-02	3/31/2020	04/06/2020
Total:	187,605.00	<b>*Vendor Total</b>				
<b>Menards</b>						
016070						
25' Tri-Top Drill Bits	31.05	01-445-4510	Equipment/IT Maint	36860	3/17/2020	04/06/2020
LED Shop Light- PW Garage	74.99	01-445-4520	Public Buildings Rpr & Mtce	36882-01	3/17/2020	04/06/2020
Hand Soap	2.64	01-445-4421	Custodial Supplies	36882-02	3/17/2020	04/06/2020
LED Lights For PW Garage	294.62	01-445-4520	Public Buildings Rpr & Mtce	36941	3/18/2020	04/06/2020
Eye Bolt, Strut, Open Hook	12.17	01-445-4520	Public Buildings Rpr & Mtce	36963-01	3/18/2020	04/06/2020
Garbage Bags	12.79	01-445-4521	Mosquito Control	36963-02	3/18/2020	04/06/2020
Garbage Bags, Paper Plates, Reacher	92.59	01-445-4411	Office Expenses	36972	3/18/2020	04/06/2020
Total:	520.85	<b>*Vendor Total</b>				
<b>Miner Electronics Corporation</b>						
3383						
Squad Radio Repair	95.00	01-440-4511	Vehicle Repair and Maint	2699959	3/18/2020	04/06/2020
Total:	95.00	<b>*Vendor Total</b>				
<b>Municode</b>						
038650						
Municipal Code Updates	581.95	01-410-4260	Legal	00340769	3/20/2020	04/06/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	581.95	<b>*Vendor Total</b>				
 <b>North Aurora NAPA, Inc.</b>						
038730						
PW Garage Tools	5.36	01-445-4510	Equipment/IT Maint	346388	3/16/2020	04/06/2020
Gauage, Grip Gloves, Oil	116.63	01-445-4510	Equipment/IT Maint	346397	3/16/2020	04/06/2020
Air Filters	70.26	01-445-4511	Vehicle Repair and Maint	346659	3/19/2020	04/06/2020
Cleaning Gloves	29.98	60-445-4567	Treatment Plant Repair/Maint	346919	3/23/2020	04/06/2020
Vehicle Degreaser	11.98	60-445-4511	Vehicle Repair and Maint	346920	3/23/2020	04/06/2020
<hr/>						
Total:	234.21	<b>*Vendor Total</b>				
 <b>Office Depot</b>						
039370						
Office Supplies	20.48	01-430-4411	Office Expenses	45678595900	3/12/2020	04/06/2020
Office Supplies	20.49	01-445-4411	Office Expenses	45678595900	3/12/2020	04/06/2020
Office Supplies	20.49	60-445-4411	Office Expenses	45678595900	3/12/2020	04/06/2020
Office Supplies	20.49	01-441-4411	Office Expenses	45678595900	3/12/2020	04/06/2020
Office Supplies- Ink Cartridge	33.91	01-410-4411	Office Expenses	45692725700	3/12/2020	04/06/2020
Office Supplies	6.72	01-430-4411	Office Expenses	45692725700	3/12/2020	04/06/2020
Office Supplies	6.72	01-445-4411	Office Expenses	45692725700	3/12/2020	04/06/2020
Office Supplies	6.73	60-445-4411	Office Expenses	45692725700	3/12/2020	04/06/2020
Office Supplies	6.73	01-441-4411	Office Expenses	45692725700	3/12/2020	04/06/2020
<hr/>						
Total:	142.76	<b>*Vendor Total</b>				
 <b>Paddock Publications, Inc.</b>						
026910						
Bid Ad- Elm & Maple WM Inprovement	184.00	01-445-4506	Publishing	45051	3/14/2020	04/06/2020
<hr/>						
Total:	184.00	<b>*Vendor Total</b>				
 <b>Paddock Publications</b>						
044240						
Subscription 2/13 - 4/8	66.40	01-430-4411	Office Expenses	02132020	2/13/2020	04/06/2020
Subscription 4/4 - 5/29	66.40	01-430-4411	Office Expenses	04042020	4/4/2020	04/06/2020
<hr/>						
Total:	132.80	<b>*Vendor Total</b>				
 <b>Petty Cash</b>						
007570						
Office Supplies	203.64	01-440-4411	Office Expenses	04012020	4/1/2020	04/06/2020
<hr/>						
Total:	203.64	<b>*Vendor Total</b>				
 <b>Thom Jungels</b>						
039460						
Plumbing Inspections (29)	1,015.00	01-441-4276	Inspection Services	03272020	3/27/2020	04/06/2020
<hr/>						
Total:	1,015.00	<b>*Vendor Total</b>				
 <b>Vermeer Midwest</b>						
031800						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Clutch, Bushing	156.32	01-445-4510	Equipment/IT Maint	PE7187	3/19/2020	04/06/2020
Total:	156.32	*Vendor Total				
Winzer Corporation						
047560						
New Soap Dispensers- PD	121.62	01-445-4421	Custodial Supplies	6582077	3/13/2020	04/06/2020
New Touch-Free Soap Dispensers-PD	90.84	01-445-4421	Custodial Supplies	6583204	3/16/2020	04/06/2020
Hand Soap- PD	269.38	01-445-4421	Custodial Supplies	6583205	3/16/2020	04/06/2020
Total:	481.84	*Vendor Total				
Report Total:	667,606.44					

# Accounts Payable

## To Be Paid Proof List

User: ablasr  
 Printed: 03/27/2020 - 11:25AM  
 Batch: 00503.03.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
AIM						
046510						
Advance Flex 125 Medical To AIM For 2020	24,083.53	01-000-2058	Flex 125 Medical Care	03272020	3/27/2020	03/27/2020
Total:	24,083.53	*Vendor Total				
Fifth Third Bank						
028450						
Power Condition (2)/ Amazon	58.98	01-430-4411	Office Expenses	DA022020-01 1/31/2020		03/27/2020
Hard Drive- PD/ Amazon	76.41	01-430-4411	Office Expenses	DA022020-02 2/6/2020		03/27/2020
Auction Membership/ GoDaddy	4.99	01-430-4799	Misc.	DA022020-03 2/7/2020		03/27/2020
Memory Card Reader/ Amazon	16.57	01-430-4411	Office Expenses	DA022020-04 2/9/2020		03/27/2020
Graphics Card- VH/ Amazon	109.99	01-430-4411	Office Expenses	DA022020-05 2/9/2020		03/27/2020
24" Monitor- PW/ NewEgg	89.99	01-430-4411	Office Expenses	DA022020-06 2/20/2020		03/27/2020
Hard Drive & Mount- VH/ Amazon	76.97	01-430-4411	Office Expenses	DA022020-07 2/22/2020		03/27/2020
Total:	433.90	*Vendor Total				
Sun Life Financial						
033620						
Dental Insurance-Admin/ April 2020	267.93	01-430-4136	Dental Insurance	03172020-01 3/17/2020		03/27/2020
Dental Insurance- CommDev/ April 2020	118.43	01-441-4136	Dental Insurance	03172020-02 3/17/2020		03/27/2020
Dental Insurance- PD/ April 2020	844.34	01-440-4136	Dental Insurance	03172020-03 3/17/2020		03/27/2020
Dental Insurance- PW/ April 2020	426.59	01-445-4136	Dental Insurance	03172020-04 3/17/2020		03/27/2020
Dental Insurance- Water/ April 2020	45.74	60-445-4136	Dental Insurance	03172020-05 3/17/2020		03/27/2020
Dental Insurance- Employee/ April 2020	1,948.48	01-000-2054	Insurance Employee Reimburse	03172020-06 3/17/2020		03/27/2020
Total:	3,651.51	*Vendor Total				
Report Total:						
	28,168.94					

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

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**CC:** STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PETITION 20-03: FOX METRO PUMP STATION  
**AGENDA:** APRIL 6, 2020 REGULAR VILLAGE BOARD MEETING

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### **ITEM**

An Ordinance granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow a Utility at 151 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois

### **DISCUSSION**

Fox Metro Water Reclamation District currently maintains an operable pump station on the west bank of the Fox River for the collection and transmission of sewage. According to Fox Metro the existing pump station is approximately 50 years old and has reached the end of its useful life. In order to meet the demands of the service area Fox Metro purchased the subject property, demolished a single-family residence once located on the subject property and is now proposing to build a new pump station, which would be located in close proximity to the existing pump station. The existing pump station would be decommissioned upon activation of the new pump station.

The proposed use of the property has been classified as a "Utility," which is listed as a special use in the underlying B-3 Central Business District. Upon review of the proposed plans, it was determined that no variations from the Zoning Ordinance are required to facilitate the development.

A public hearing was held before the Plan Commission at their March 3, 2020 meeting. The Plan Commission unanimously recommended approval of the special use and site plan.

The petition was discussed by the Village Board at their March 16, 2018 Committee of the Whole meeting. The Village Board asked several questions about the functionality of the site and the timing of the project, but was in full support of bringing the item back with an ordinance for final consideration. Please note, the property address has been updated to 151 S. Lincolnway (previously 153 S. Lincolnway) per the North Aurora Fire District.

### **Attachments:**

- 1) Staff report to the Plan Commission
- 2) Special Use application packet, dated January 2, 2020
- 3) An Ordinance granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow a Utility at 151 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois

## **Staff Report to the Village of North Aurora Plan Commission**

**FROM: Mike Toth, Community and Economic Development Director**

### **GENERAL INFORMATION**

**Meeting Date:** March 3, 2020

**Petition Number:** 20-03

**Petitioner:** Fox Metro Water Reclamation District

**Request(s):** 1) Special use to allow a Utility 2) Site Plan Approval

**Location:** 153 S. Lincolnway

**Parcel Number(s):** 15-04-426-022

**Property Size:** Approximately 0.37 acres

**Current Zoning:** B-3 – Central Business District

**Contiguous Zoning:** North – B-3 Central Business District, South – B-3 Central Business District, East - B-3 Central Business District, West – B-3 Central Business District

**Comprehensive Plan Designation:** Local Commercial



### **PROPOSAL**

Fox Metro Water Reclamation District currently maintains an operable pump station on the west bank of the Fox River for the collection and transmission of sewage. According to Fox Metro the existing pump station is approximately 50 years old and has reached the end of its useful life. In order to meet the demands of the service area Fox Metro purchased the subject property, demolished a single-family residence once located on the subject property and is now proposing to build a new pump station, which would be located in close proximity to the existing pump station. The existing pump station would be decommissioned upon activation of the new pump station.

The proposed use of the property has been classified as a “Utility,” which is listed as a special use in the underlying B-3 Central Business District. Upon review of the proposed plans, it was determined that no variations from the Zoning Ordinance are required to facilitate the development.

### **RECOMMENDATIONS**

Staff finds the information presented **meets** the Standards for Specials Uses as submitted by the petitioner and as set forth in the Zoning Ordinance. Based on the above considerations staff recommends the Plan Commission make the following motion recommending **approval** of Petition #20-03.



## APPLICATION FOR SPECIAL USE

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

PETITION NO. 20-03

FILE NAME Fox Metro Pump Station

DATE STAMP

RECEIVED

JAN - 2 2020

VILLAGE OF  
NORTH AURORA

### I. APPLICANT AND OWNER DATA

Name of Applicant Fox Metro Water Reclamation District

Applicant Address 682 State Route 31 Oswego, IL 60543

Applicant Telephone # 630-892-4378

Email Address kzollers@fmwrd.org

Property Owner(s) Same as above.

Owner Address \_\_\_\_\_

Owner Telephone # \_\_\_\_\_

### II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 153 S. Lincolnway

(indicate location if no common address)

Legal Description: See attached legal description.

Parcel Identification Number 15-04-426-022

Parcel Size 0.37 ac.

Present Use Vacant -- Formerly single-family residential.

(business, manufacturing, residential, etc.)

Present Zoning District B-3

(Zoning Ordinance Classification)

### III. PROPOSED SPECIAL USE

Proposed Special Use Public Utility - Wastewater Pump Station

(Zoning Ordinance Classification)

Code Section that authorizes Special Use Ch. 8 Sec. 8.2, Table 8.1

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 Fox Metro is replacing the existing adjacent North Aurora Sanitary Pump Station with a new facility that is will handle a maximum flow of 32 million gallons per day (MGD). The average daily flow is estimated to be 4.5 MGD. The additional capacity is being provided for wet weather flows and future development within the service area.

What are the existing uses of property within the general area of the Property in question? Existing adjacent uses include office, medical office, retail, commercial services and retail food establishments.

Additionally, there a number of parcels of open space owned and operated by the Fox Valley Park District including Fox River Trail.

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) There is a demonstrated need for the new sewage pumping facility. The existing pump station is approximately 50 years old and has reached its end of useful life. The current station serves a large portion of the Village of North Aurora and is critical infrastructure for the collection and transmission of sewage. The pump station lifts sewage to the North Aurora Interceptor.

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

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
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.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and 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.
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.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other 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.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website [www.dnr.state.il.us](http://www.dnr.state.il.us) and initiate a consultation using DNR's EcoCat online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website [www.kanedupageswcd.org](http://www.kanedupageswcd.org) for a Land Use Opinion Application

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.

Thomas A. Muth  
Applicant or Authorized Agent

01/02/2020  
Date

Thomas A. Muth  
Owner

01/02/2020  
Date

Following are the names and addresses of all property owners within 250 feet of the property in questions for which the special use being is being requested.

TAX PARCEL NO.	PROPERTY OWNER	MAILING ADDRESS
15-04-426-006	William C. & Rhonda F. Lindoo, Trustees	05 S 016 Swan Road Big Rock, IL 60511
15-04-426-010	Tyler Glen, LLC	161 S. Lincolnway Suite 311 North Aurora, IL 60542
15-04-426-011	Tyler Glen, LLC	161 S. Lincolnway Suite 311 North Aurora, IL 60542
15-04-426-012	Brackett, Richard D. DCLR of Tr., Trustee	43 Silver Trail North Aurora, IL 60542
15-04-426-013	Tyler Glen, LLC	161 S. Lincolnway Suite 311 North Aurora, IL 60542
15-04-426-017	Cremer, Carl F. and Theresa A.	153 S. Lincolnway North Aurora, IL 60542
15-04-426-018	William C. & Rhonda F. Lindoo, Trustees	05 S 016 Swan Road Big Rock, IL 60511
15-04-426-019	Stelzman Properties, LLC	141 S. Lincolnway North Aurora, IL 60542
15-04-426-020	Rodriquez, Florentino	145 S. Lincolnway North Aurora, IL 60542
15-04-426-021	William C. & Rhonda F. Lindoo, Trustees	05 S 016 Swan Road Big Rock, IL 60511
15-04-426-022	Fox Metro Water Reclamation District	682 State Route 31 Oswego, IL 60543
15-04-427-012	Fox Valley Park District	101 W. Illinois Avenue Aurora, IL 60506
15-04-427-013	Fox Valley Park District	101 W. Illinois Avenue Aurora, IL 60506
15-04-427-014	Fox Metro Water Reclamation District	682 State Route 31 Oswego, IL 60543

I, Patrick Kelsey, being first duly sworn on oath certifies that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

Patrick Kelsey  
Applicant Signature

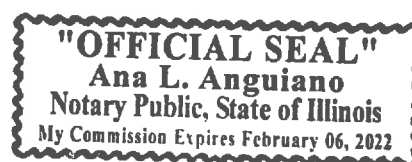
01/02/2020

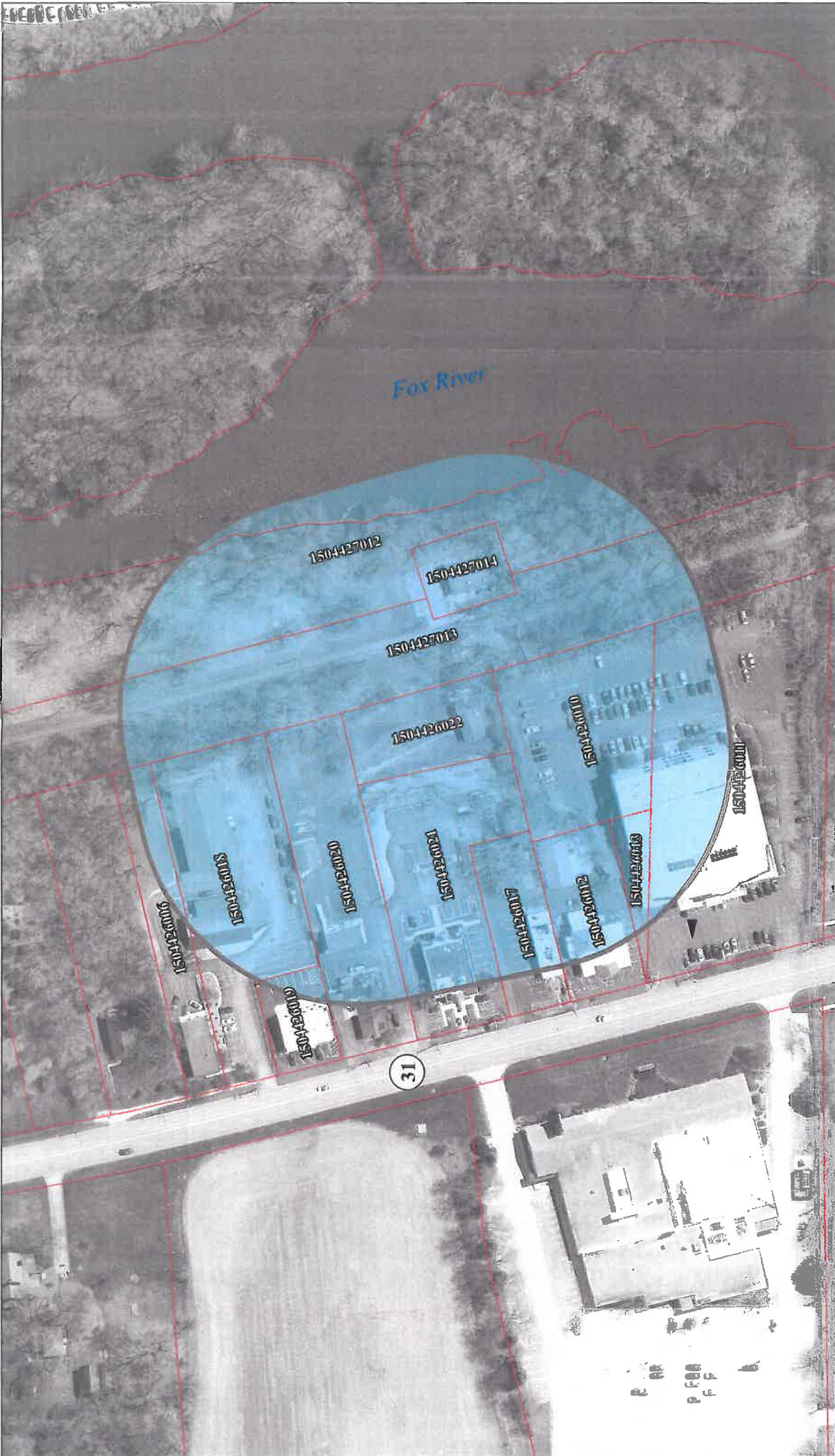
Date

**SUBSCRIBED AND SWORN TO**

Before me this 2nd day of January, 2020.

Ador Exp. 02/06/2022  
Notary Public





**Legend**

 North Aurora Pump Station - 250 Foot Buffer

**North Aurora Pump Station:  
250 Foot Buffer/Parcel PINs**





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230 WOODLAWN AVENUE • TELEPHONE (630) 897-4651 • FAX (630) 897-5696  
AURORA, ILLINOIS 60506

January 2, 2020

Mr. Michael S. Toth  
Village of North Aurora  
25 East State Street  
North Aurora, IL 60542

RE: Fox Metro Water Reclamation District North Aurora Pump Station -- Request for a Special Use.

Dear Mr Toth:

Fox Metro Water Reclamation District is a public utility that provides collection and treatment of waste generated by homes, businesses, restaurants, governmental facilities, institutions and a variety of industries, in portions of Kane, DuPage, Kendall and Will Counties. The North Aurora Pump Station serves more than 8,00 residents of North Aurora and more than 14,500 residents of southern Kane County and western DuPage County. Fox Metro proposes to replace the existing North Aurora Pump Station, which is reaching the end of its useful life. The existing station was built in the 1960s and repairs and maintenance are increasingly more difficult because of the age of the mechanical equipment in the station.

Fox Metro Water Reclamation District is submitting this application and supporting documentation for a special use to construct and operate a replacement sanitary pump station at 153 S. Lincolnway. The Parcel Identification Number for the subject property is 15-04-426-022. Fox Metro currently operates the North Aurora Pump Station on an adjacent parcel with no common address. The PIN for the existing facility is 15-04-277-014.

The proposed North Aurora Pump Station is a 32 million gallon per day sanitary facility that will lift sewage approximately 65 ft from the Fox River inverted siphon to the North Aurora gravity interceptor sewer. The station will be in operation 24 hours a day, 7 days a week year-around. The facility includes three levels below ground approximately 55-feet deep and the building that houses the station will be a single-story, 27 foot high, contemporary, brick and stone -faced structure with a clear story and windows to add ambient light to the interior. Construction of the new North Aurora Pump Station is scheduled to begin in the late Spring of 2020 and will be operational in early 2022.

Access to the new facility will be through an existing easement that will be reconfigured. Energy to operate the plant will provided by Commonwealth Edison and NICOR. The facility will also include a generator to ensure continuous operation in all weather conditions, remote monitoring and operation using SCADA and a 60-foot antenna to transmit data remotely.

Based upon the Zoning Ordinance requirements for a special use, we have included the following documents in the Fox Metro WRD request for the North Aurora Pump Station Special Use:

1. Cover Letter
2. Special Use Application
3. Location Map with 250-foot Public Notification Radius.
4. Pump Station Service Area Aerial Map
5. Quit Claim Deed & Legal Description for the Subject Property
6. Site Plan
7. Landscape Plan
8. Building Elevations.
9. Project Renderings
10. Preliminary Engineering – In-progress plans
11. List of properties within 250 feet

Fox Metro is excited to begin construction of the new North Aurora Pump Station and looks forward to providing the citizens of North Aurora with a larger facility designed to handle increasing development within the Village boundaries in a safe, efficient and environmentally sensitive manner.

If you have any questions concerning our request for a special use for the new pump station, please contact me.

Respectfully submitted,



Patrick Kelsey  
Environmental Manager

cc: File



---

**DATE:** January 2, 2020

**TO:** Michael S. Toth

**FROM:** Patrick Kelsey, Deuchler Engineering Corp.

**RE:** Special Use Findings of Fact -- North Aurora Pump Station  
APPLICANT: Fox Metro Water Reclamation District

**Cc:** File

---

A statement with supporting data that the proposed special use will conform to the following standards:

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

**Applicant Response:** The special use is authorized by the North Aurora Code of Ordinances, Title 17 – Zoning, Chapter 8 Business Districts, Section 8.2 – Permitted & Special Uses, Table 8.1.

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

**Applicant Response:** The special use is necessary in order to site the pump station where the sewage can reach the pump station by gravity flow in the existing sewer system and that is in close proximity to the existing pump station, which it is replacing.

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.

**Applicant Response:** The replacement North Aurora Pump Station is a critical piece of public utility infrastructure and necessary to transfer sewage up to the North Aurora Inceptor sewer. The pump station serves areas of North Aurora and Aurora that include 12.17 square miles with an approximate population of 23,439. The primary economic benefit of the

proposed pump station is it increases the reliability and capacity of the sanitary sewer service provided by Fox Metro in the northeastern region of the service area.

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

**Applicant Response:** Three goals of the North Aurora Comprehensive Plan are directly advanced by construction and operation of the new North Aurora Pump Station:

**1. *Grow in an environmentally and fiscally responsible manner.*** The North Aurora Pump Station will improve the environmental conditions within North Aurora by using new, more energy efficient processes to collect and move waste created within the Village and do so in a manner that is safer with redundancy to greatly reduce the likelihood of an unintended environmental release.

**2. *Use annexation to capitalize on development opportunities and facilitate efficient governance.*** The new pump station will increase the capacity of sewage that can be collected and transported for wastewater treatment, which in turn provides part of the necessary sanitary utilities integral to future growth.

**3. *Protect and preserve the Village's environmental features against contamination and any negative impacts of development.*** Fox Metro is a partner with North Aurora in providing the citizens with safe, environmentally sensitive, and sanitary collection and treatment of wastewater that improves the health and welfare of the people within the service area.

The North Aurora Pump Station is being designed in conformance with all federal, state and local codes and ordinances that control the construction and operation of sanitary facilities.

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.

**Applicant Response:** The North Aurora pump station is being designed for the specific purpose of collecting and lifting untreated sewage in a pressurized main from below the Fox River to the gravity North Aurora Interceptor some XX ft above the influent sewer in elevation.

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Under normal and wet weather flow conditions the plant must operate 24 hours a day, 365 days per year. The station will be located immediately across the Fox River Trail from the existing pumping facility.

To maintain the 24/365 operations, the station must have an auxiliary source of power. The design includes a 600KW generator that will be outside the building. In order to control air and noise pollution the District has selected a natural gas operated generator. Under normal operating conditions, the generator will be run for short periods about once a week to ensure all controls and the power source are functioning properly.

The new station features improved odor control as compared to the current facility. The building design is modern and will fit well with the character of the surrounding community.

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.

**Applicant Response:** The proposed pump station will increase the safety, reliability, use, enjoyment and value of the area that it is located within by replacing an aging facility with a modern, sustainable and more environmentally protective facility. Fox Metro's primary purpose is to protect the public's health and safety while improving the quality of the Fox River through the systematic collection and treatment of wastes generated by the residents, businesses, and industries that it serves.

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

**Applicant Response:** The special use is necessary to protect the health and safety of the residents of the District. To the extent possible, Fox Metro is designing a facility that allows this special use to exist in harmony with the surrounding properties. There are no immediately adjacent residential structures and the surrounding uses are or will be buffered by vegetation and local topography.

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

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**Applicant Response:** The proposed pump station access eliminates the need for District vehicles to cross the Fox River Trail at an unmarked driveway. The new facility will see about the same amount of traffic as the current station, which amounts to one or two small service trucks several days a week.

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

**Applicant Response:** Minimal parking is necessary and the facility will meet the requirements with the exception of parking for handicapped individuals. Parking is for pump station operations only and will not be marked handicapped accessible. The function of the facility precludes access by those with physical disabilities because of the rigorous nature of the work and need to be ambulatory to perform that work.

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

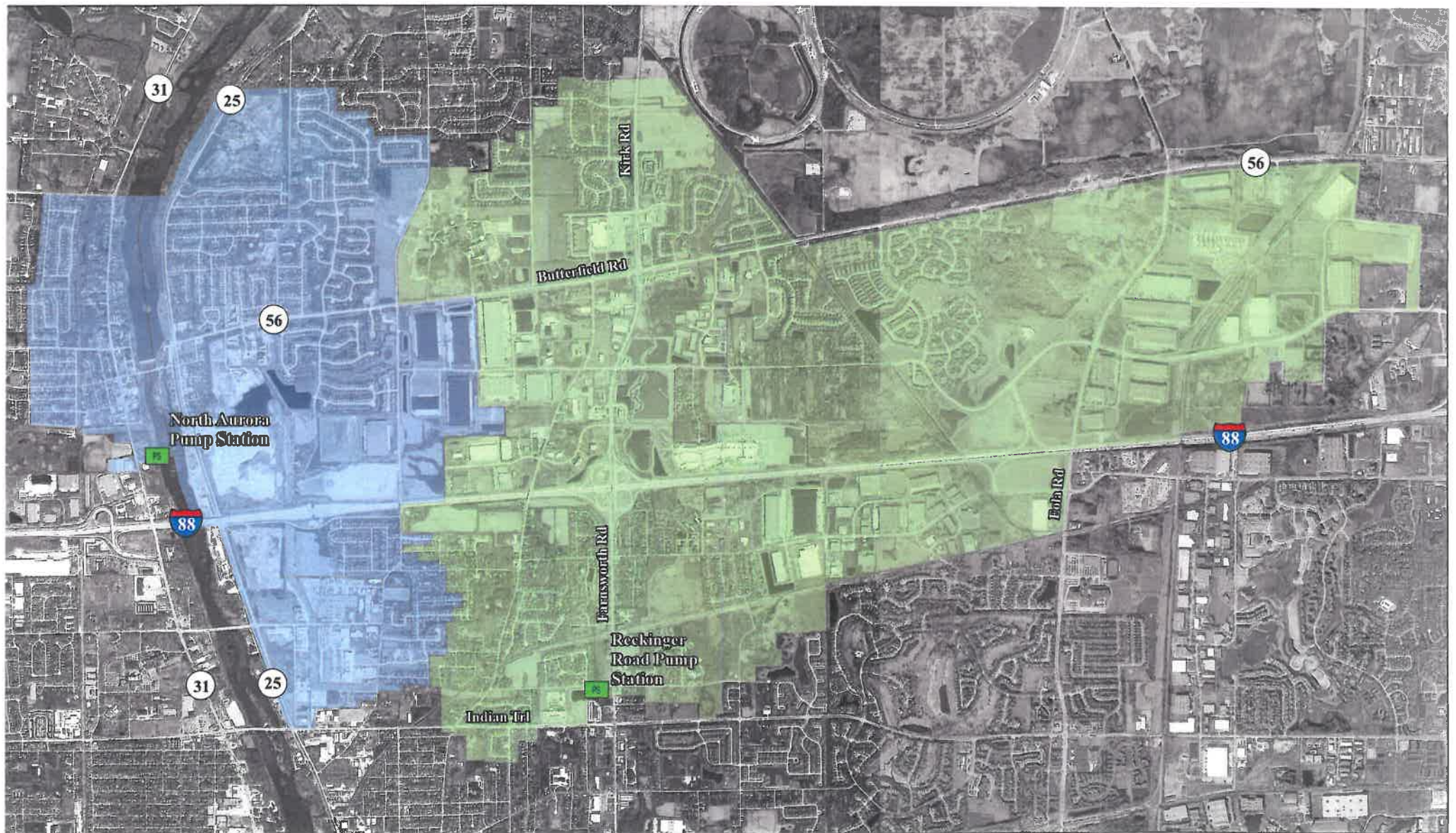
**Applicant Response:** The proposed pump station design addresses utilities, drainage, road access, public safety and other facilities. The pump station will be served by both Commonwealth Edison and Nicor for energy needs. The facility is on a slope and drainage design has taken into account that conditions for all weather access. Vehicle access is through existing easements that are being slightly reconfigured with a new driveway.

The facility will be secured 24/7/365 from public access. Following discussions with the Fox Valley Park District, Fox Metro proposes to not fence the facility as fencing will affect future maintenance access. With an anticipated life of more than 50 years, the pump station will need to have the large pumps serviced and access is necessary should a pump ever need to be replaced.

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

**Applicant Response:** The proposed pump station is being designed to conform with the North Aurora Zoning Ordinance and all applicable regulations with the exception of a requested variance from the handicapped parking requirement. The slopes of the parking and loading area will meet accessibility cross-slope but the facility will not be striped for parking.





**DEUCHLER**

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## Reckinger Road/North Aurora Pump Station Service Areas

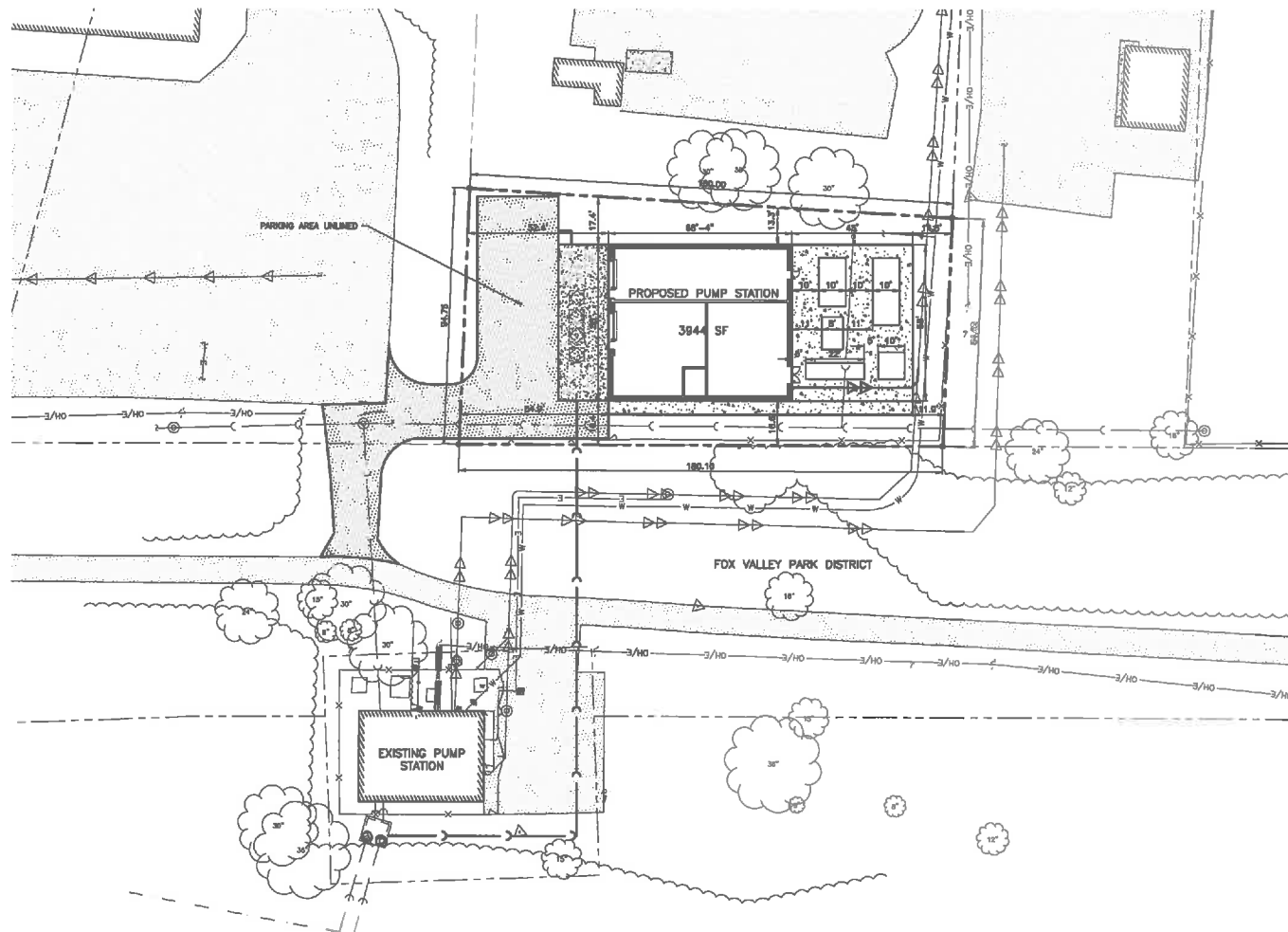
### Legend

-  North Aurora Pump Station Service Area
-  Reckinger Road Pump Station Service Area



PLAN 111-18028-00 (SHEET 28 OF 30)

PLAN 111-18028-00 (SHEET 28 OF 30)



**DEUCHLER**  
CIVIL & MECHANICAL ENGINEERING

ILLINOIS DESIGN FIRM  
# 184-001830  
330 WOODLAWN AVENUE  
AURORA, IL 60009  
PH: 630-897-8881  
FAX: 630-897-8886  
www.deuchler.com

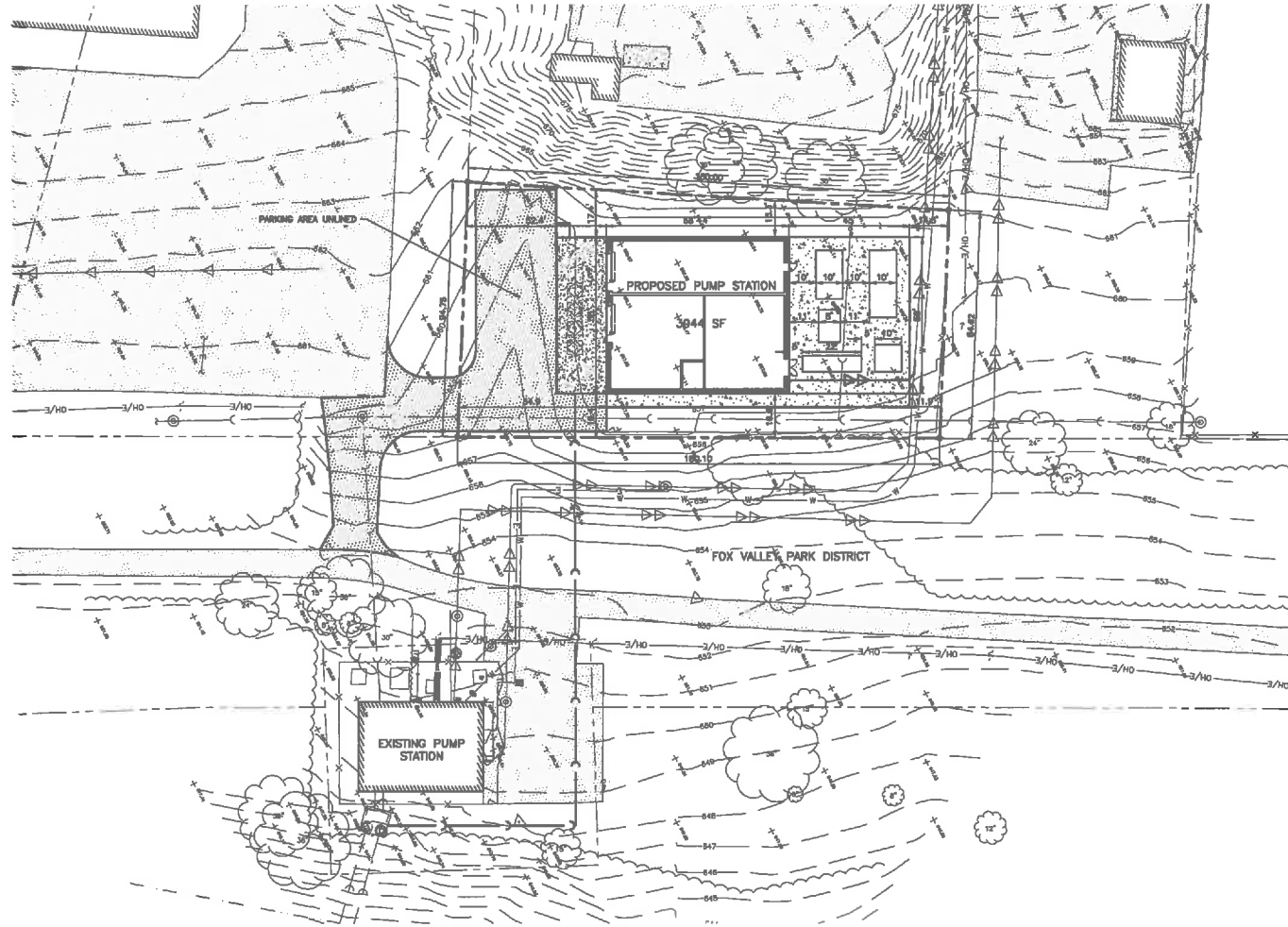
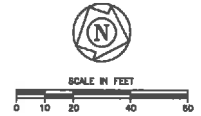
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VERTICAL SCALE:  
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FOOT

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JOB NO.:	111-18028-00	CHECKED:	DPC
FIELD BOOK NO.:	N/A	APPROVED:	DPC

**FOX METRO WATER RECLAMATION DISTRICT  
NORTH AURORA PUMP STATION  
PRELIMINARY SITE PLAN**

<b>1</b>	
SHT	1
OF	1



ELIASH DESIGN FIRM  
# 111-19023-00  
230 WOODLAWN AVENUE  
AURORA, IL 60009  
TEL: 630-877-0881  
FAX: 630-877-0886  
www.deuchler.com

1.  
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OFFICIAL DRAWING  
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**FOX METRO WATER RECLAMATION DISTRICT  
NORTH AURORA PUMP STATION  
PRELIMINARY SITE PLAN**

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1
1

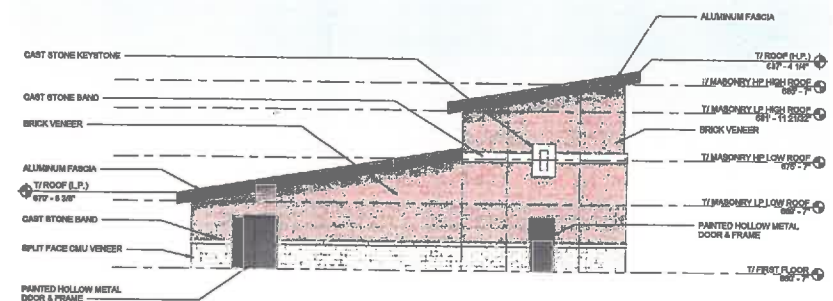




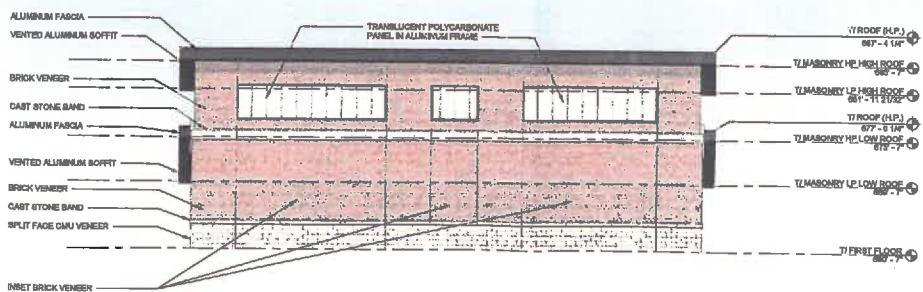
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1/8" = 1'-0"



2 EAST ELEVATION  
1/8" = 1'-0"



**3 NORTH ELEVATION**  
1/8" = 1'-0"



4 WEST ELEVATION  
1/8" = 1'-0"



**ILLINOIS DESIGN FIRM**  
**F 184.601830**  
**230 WOODLAWN AVENUE**  
**AURORA, IL 60506**  
**PH: 830-897-4851**  
**FAX: 830-897-5898**  
**www.deuchter.com**

VERIFY SCALE:

BAR IS ONE INCH ON  
OFFICIAL DRAWINGS



## DATE \_\_\_\_\_

STAIN

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158

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**FOX METRO WATER RECLAMATION DISTRICT  
NORTH AURORA PUMP STATION**

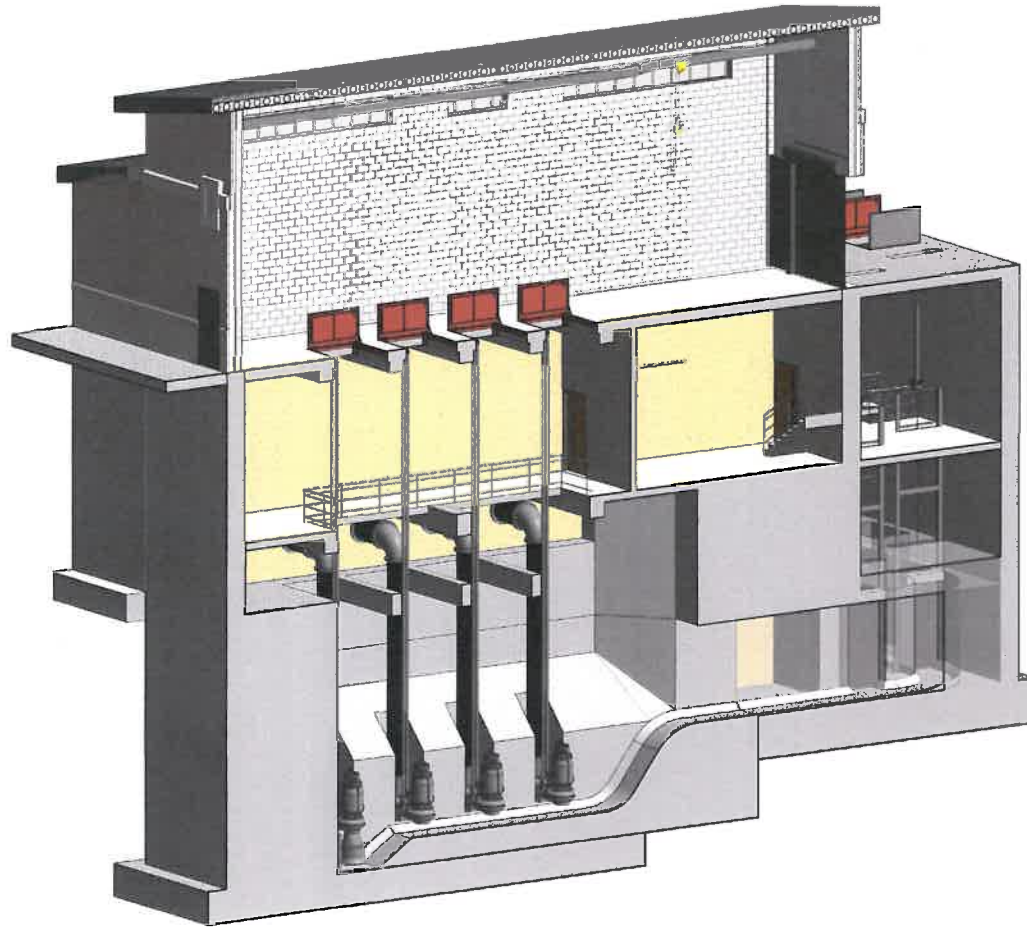
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## A5.1

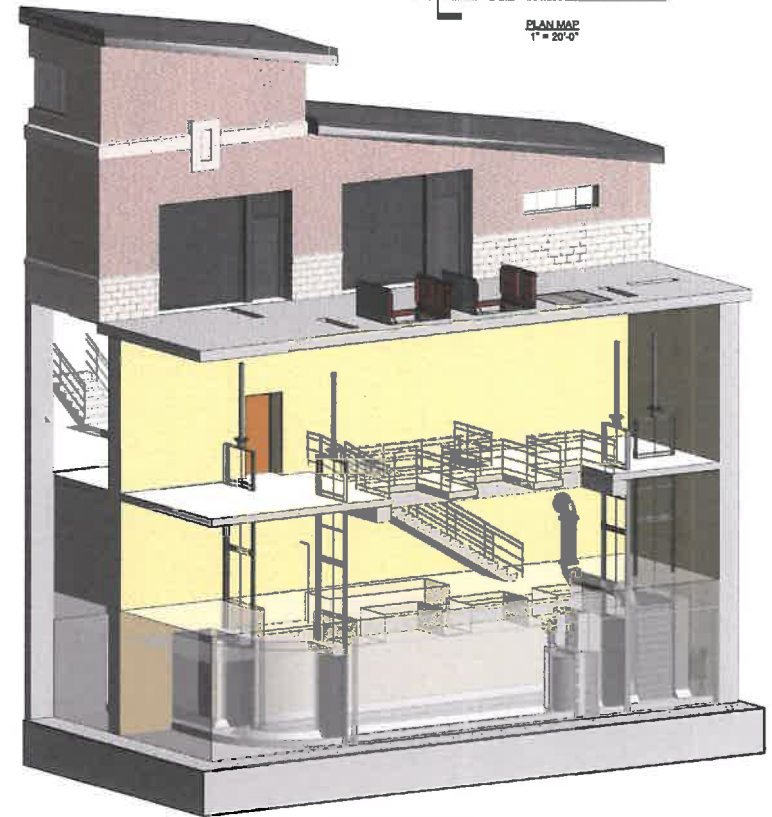
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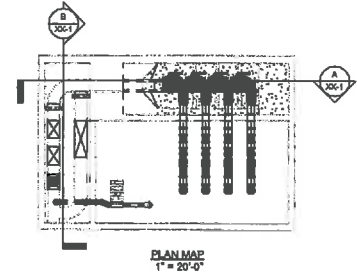




WET WELL SECTION 1



WET WELL SECTION 2





CORDOGAN CLARK & ASSOCIATES INC.  
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION  
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



CORDOGAN CLARK & ASSOCIATES INC.  
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION  
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020





CORDOGAN CLARK & ASSOCIATES INC.  
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION  
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



CORDOGAN CLARK & ASSOCIATES INC.  
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION  
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



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NORTH AURORA PUMP STATION  
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



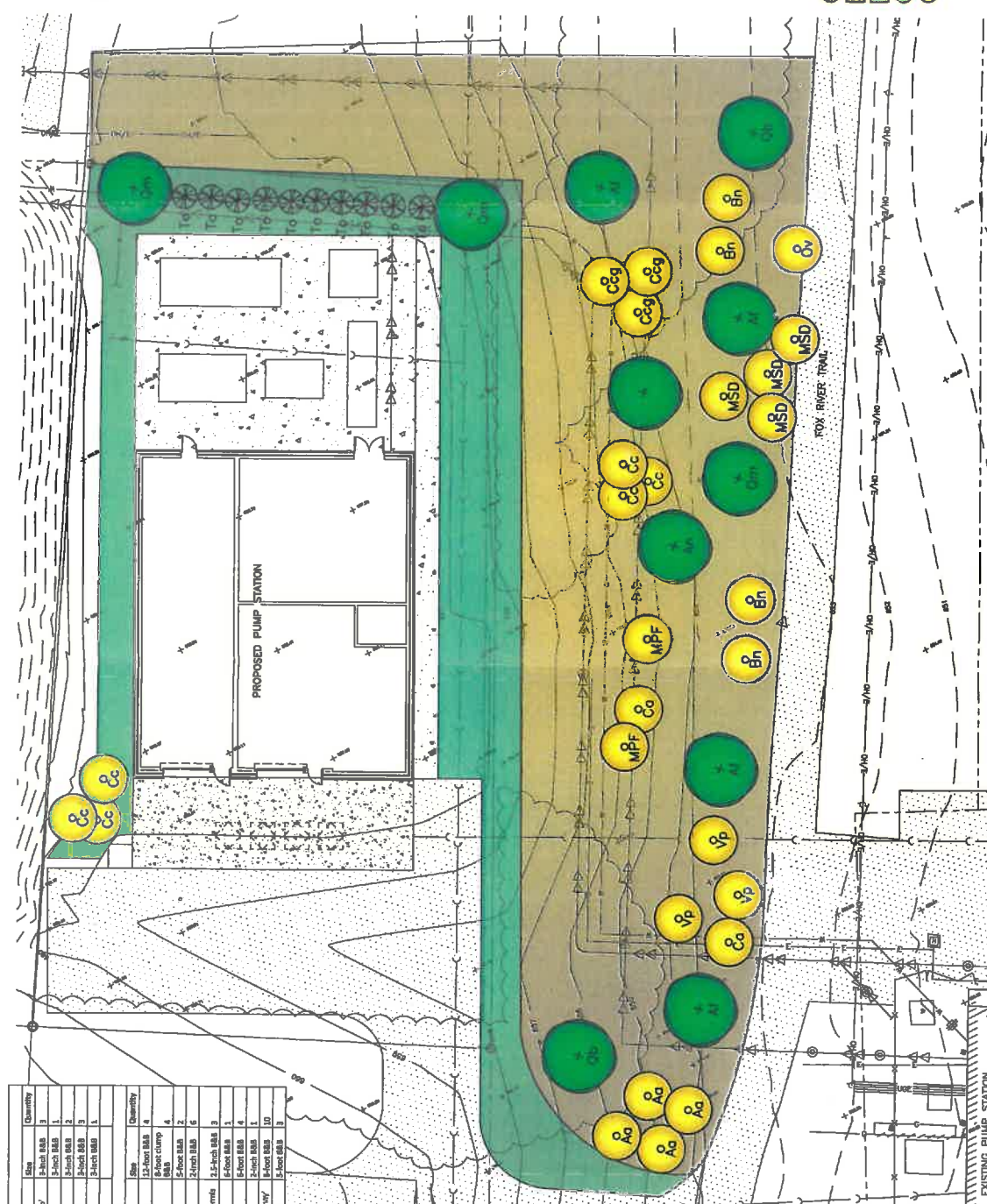


CORDOGAN CLARK & ASSOCIATES INC.  
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION  
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020

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VILLAGE OF NORTH AURORA



VILLAGE OF  
**NORTH**  
AURORA

VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

---

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 8 OF  
THE NORTH AURORA ZONING ORDINANCE TO ALLOW A UTILITY AT 151 S.  
LINCOLNWAY IN THE B-3 CENTRAL BUSINESS DISTRICT, VILLAGE OF NORTH  
AURORA, ILLINOIS**

---

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 \_\_\_\_\_

VILLAGE OF NORTH AURORA

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 8 OF  
THE NORTH AURORA ZONING ORDINANCE TO ALLOW A UTILITY AT 151 S.  
LINCOLNWAY IN THE B-3 CENTRAL BUSINESS DISTRICT, VILLAGE OF NORTH  
AURORA, ILLINOIS**

**(Petition #20-03; 151 S. Lincolnway)**

**WHEREAS**, the President and Board of Trustees of the Village of North Aurora have heretofore adopted the North Aurora Zoning Ordinance, otherwise known as Title 17 of the Code of North Aurora, Illinois; and,

**WHEREAS**, the Subject Property as defined below is zoned B-3 – Central Business District; and,

**WHEREAS**, an application has been filed requesting approval of a special use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow a Utility; and

**WHEREAS**, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on March 3, 2020 pursuant to appropriate and legal notice; and,

**WHEREAS**, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the site plan and special use described herein; and,

**WHEREAS**, the President and Board of Trustees determine that the findings and recommendations of the Plan Commission are reasonable and appropriate and that the approval of the requested special use for the Subject Property is consistent with the criteria for special uses and is in the best interests of the Village.

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

**SECTION 1:** The recitals set forth above are incorporated in this Ordinance as material finding of the President and the Board of Trustees.

**SECTION 2:** That a special use for a Utility is hereby granted for the Subject Property, subject to the limitations in Section 3 below.

**SECTION 3:** That this Ordinance is limited and restricted to the property located at 151 S. Lincolnway, North Aurora, Illinois and legally described as follows:

**VILLAGE OF NORTH AURORA**

THAT PART OF LOTS 2 AND 3 IN GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2 (BEING ON THE EXISTING EASTERLY LINE OF ILLINOIS ROUTE NO. 31); THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 290.0 FEET FOR THE POINT OF BEGINNING, THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 180.57 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY, ALONG SAID NORTHERLY LINE, 82.19 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 181.09 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY, ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 93.62 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Parcel Number: 15-04-426-022; (the "Subject Property")

**SECTION 4:** Each and every provision of this Ordinance is severable from each and every other provision of this Ordinance; and if any provision of this Ordinance is deemed invalid and/or unenforceable, such provision shall be deemed severed from this Ordinance, leaving each and every other provision in this Ordinance in full force and effect.

**SECTION 5:** This ordinance shall be in full force and effect from and after its passage, 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.

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

ATTEST:

\_\_\_\_\_  
Lori Murray, Village Clerk

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

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

---

**RESOLUTION ACCEPTING A GRANT OF PUBLIC SANITARY SEWER EASEMENT**  
**IN THE SPRINGS AT ORCHARD ROAD**  
**IN THE VILLAGE OF NORTH AURORA**

---

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 \_\_\_\_\_

VILLAGE OF NORTH AURORA

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING A GRANT OF PUBLIC SANITARY SEWER EASEMENT**  
**IN THE SPRINGS AT ORCHARD ROAD**  
**IN THE VILLAGE OF NORTH AURORA**

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

1. The grant of a public water easement from Continental 343 Fund LLC in the form attached hereto and incorporated herein by reference as Exhibit "A" (the "Public Sanitary Sewer Easement") granting a permanent non-exclusive easement for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing repairing, cleaning and maintaining sanitary sewer facilities and appurtenances, as more specifically stated in the grant of Public Sanitary Sewer Easement to the Village of North Aurora is hereby accepted over, on, through and in the property legally described in Exhibit A.

2. Village staff is hereby directed and authorized to record the Public Water Easement and to take any and all actions necessary and appropriate to accept and take ownership and control over the Easement and to maintain it in perpetuity.

3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois 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 \_\_\_\_\_  
Mark Gaffino \_\_\_\_\_  
Michael Lowery \_\_\_\_\_

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

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

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

ATTEST:

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

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**

**Drafted by and return to:**

Kevin L. Chumlea, Esq.  
Continental Properties Company, Inc.  
W134 N8675 Executive Parkway  
Menomonee Falls, WI 53051

**PUBLIC SANITARY SEWER EASEMENT**

This Public Sanitary Sewer Easement (this “**Easement**”) is made as of this \_\_\_\_ day of March, 2020, by and between **VILLAGE OF NORTH AURORA**, Kane County, Illinois, an Illinois municipal corporation, having an address of 25 E. State Street, North Aurora, Illinois 60542 (“**Grantee**”) and **CONTINENTAL 343 FUND LLC**, a Wisconsin limited liability company (“**Grantor**”).

A permanent non-exclusive easement is hereby reserved for and granted to the Grantee, including any and all successors and assigns in, upon, under and through that portion of the Grantor’s Property as described on Exhibit A attached hereto and depicted on Exhibit B attached hereto as “Sanitary Sewer Easement” (“**Easement Area**”) for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing repairing, cleaning and maintaining sanitary sewer lines and all pipes, connections, and without limitation such other installations as may be required to furnish sanitary sewer service, and such appurtenances and additions thereto as the Grantee may deem necessary, together with the right of reasonable access across common areas, including green spaces, walkways, private drives and parking areas on the Grantor’s Property for the necessary personnel and equipment to do any or all of the above work. The right is also hereby granted to the Grantee to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said sewers or easement or without limitation any installations in, on, upon or across, under or through said Easements. No permanent buildings shall be placed on said easements, but same may be used for gardens, trees, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. Fences shall not be erected upon said easement except where specifically permitted by written authority of the Grantee. Grantor reserves the right to use the easement area for any use that is not inconsistent with the rights granted to Grantee herein. All of Grantor’s existing improvements are hereby acknowledged by Grantee as approved.

**General Easement Conditions:**

- A. **Construction Liens.** In the event any construction liens are filed against Grantor’s Property or any part thereof, in connection with any work performed by or on behalf of Grantee, or in connection with any act or omission of Grantee pursuant hereto, Grantee shall have the said liens immediately discharged of record.

- B. Repair. Grantee will, at its sole cost and expense and promptly after completion of any work, replace the surface and subsurface of the Property as may be disturbed in substantially the same condition as it is now or may be, and replace portions of lawns or fences which may be damaged on the easement area or which is a direct result of the exercise of the rights herein granted.
- C. Nondisturbance. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's Property and their respective customers, agents, servants, employees, licensees and invitees in connection with its operations.
- D. Indemnity. Without limiting any tort immunity that applies by operation of law, Grantee, its successors or assigns, shall defend, indemnify and save harmless Grantor, its officers, agents and employees, and any mortgagee of Grantor's Property, against all suits, demands, causes of actions, liabilities or claims thereof for injury or damages of whatever nature, including death, or damage to property (i) arising out of or related to any activity of Grantee, its agents, employees, licensees or contractors, their agents or employees, or (ii) arising out of any defaults hereunder, or (iii) arising from or relating to any improvements constructed by Grantee, or on its behalf.
- E. No public rights. Nothing contained herein shall or shall be deemed to constitute a gift or dedication of any portion of Grantor's Property to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor that the rights granted herein shall be strictly limited to and for the purposes expressed herein.

Notices or demands required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as FedEx, addressed to the parties at their respective addresses as follows:

If to Grantor:  
Continental 380 Fund LLC  
W134 N8675 Executive Parkway  
Menomonee Falls, Wisconsin 53051  
Attn: Legal Department

If to Grantee:  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

**SIGNATURE PAGES FOLLOW**



IN WITNESS WHEREOF, the parties have executed this Public Sanitary Sewer Easement as of the day and year first above written.

GRANTOR:

CONTINENTAL 343 FUND LLC,  
a Wisconsin limited liability company

By: CONTINENTAL PROPERTIES COMPANY, INC.,  
a Wisconsin corporation, its manager

By:   
Daniel J. Minahan, President

fcc

GRANTEE:

VILLAGE BOARD APPROVAL

STATE OF ILLINOIS )  
SS  
COUNTY OF KANE )

APPROVED BY THE VILLAGE OF NORTH AURORA BOARD AT THEIR MEETING THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, AD 2020

BOARD OF TRUSTEES,  
VILLAGE OF NORTH AURORA, ILLINOIS

\_\_\_\_\_  
(PRESIDENT)

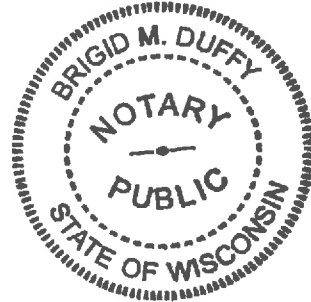
\_\_\_\_\_  
(VILLAGE CLERK)

ACKNOWLEDGMENTS

STATE OF WISCONSIN     )  
  ) SS.  
Waukesha COUNTY )

Personally came before me this 13 day of March, 2020, the above named Daniel J. Minahan, President of Continental Properties Company, Inc., manager of Continental 343 Fund LLC, to me known to be said President and acknowledged that he executed the foregoing instrument as such President as the deed of said corporation, by its authority.

Brigid M Duffy  
Notary Public, State of Wisconsin Brigid M Duffy  
My Commission Expires: May 09, 2023



STATE OF \_\_\_\_\_ )  
  ) SS.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 the above named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to me known to be such \_\_\_\_\_ and acknowledged that [s]he executed the foregoing instrument as the deed of said corporation, by its authority.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Grantor's Property and Easement Area Legal Descriptions

#### North Easement Area:

THAT PART OF LOT 1 IN THE FINAL PLAT OF SPRINGS AT ORCHARD ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 2016 AS DOCUMENT 2016K015284, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 57 MINUTES 27 SECONDS WEST, ALONG WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 438.84 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 39 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 179.43 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.82 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 10.01 FEET; THENCE NORTH 87 DEGREES 14 MINUTES 23 SECONDS EAST, A DISTANCE OF 97.60 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 20 SECONDS EAST, A DISTANCE OF 92.69 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 250.95 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 250.78 FEET; THENCE NORTH 12 DEGREES 15 MINUTES 28 SECONDS EAST, A DISTANCE OF 92.73 FEET; THENCE SOUTH 77 DEGREES 44 MINUTES 32 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12 DEGREES 15 MINUTES 28 SECONDS WEST, A DISTANCE OF 91.56 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 253.51 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 28 SECONDS EAST, A DISTANCE OF 81.25 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.32 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 31 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 29 SECONDS WEST, A DISTANCE OF 129.66 FEET; THENCE NORTH 25 DEGREES 49 MINUTES 28 SECONDS WEST, A DISTANCE OF 85.49 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 257.75 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 20 SECONDS WEST, A DISTANCE OF 92.51 FEET; THENCE SOUTH 87 DEGREES 14 MINUTES 23 SECONDS WEST, A DISTANCE OF 92.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,010 SQUARE FEET, (0.230 ACRES) MORE OR LESS.

#### South Easement Area:

THAT PART OF LOT 1 IN THE FINAL PLAT OF SPRINGS AT ORCHARD ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 2016 AS DOCUMENT 2016K015284, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 57 MINUTES 27 SECONDS WEST, ALONG WEST LINE OF SAID LOT 1, A DISTANCE OF 168.32 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 16.41 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 02 DEGREES 09 MINUTES 51 SECONDS WEST, A DISTANCE OF 10.02 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 50 SECONDS EAST, A DISTANCE OF 170.65 FEET;

THENCE NORTH 87 DEGREES 57 MINUTES 25 SECONDS EAST, A DISTANCE OF 330.92 FEET;  
THENCE SOUTH 02 DEGREES 02 MINUTES 35 SECONDS EAST, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 87 DEGREES 57 MINUTES 25 SECONDS WEST, A DISTANCE OF 331.25 FEET;  
THENCE NORTH 88 DEGREES 13 MINUTES 50 SECONDS WEST, A DISTANCE OF 170.30 FEET TO  
THE POINT OF BEGINNING.

CONTAINING 5,016 SQUARE FEET, (0.115 ACRES) MORE OR LESS.

PREPARED BY:  
MANHARD CONSULTING, LTD.  
ONE OVERLOOK POINT, SUITE 290  
LINCOLNSHIRE, ILLINOIS, 60069  
PHONE: 847.634.5550  
[WWW.MANHARD.COM](http://WWW.MANHARD.COM)

OCTOBER 28, 2019

**Exhibit B**

See Attached

**SANITARY SEWER EASEMENT EXHIBIT****PROPERTY AREA**

012,437 S.F. (18.042 ACRES)

## EASEMENT AREA

15,026 SQ. FT. (0.345 ACRES)

## EXHIBIT PREPARED FOR

CONTINENTAL 363 FUND, LLC  
W134MBE75 EXECUTIVE PARKWAY  
MENOMONEE FALLS, WISCONSIN, 53051

**PROPERTY ADDRESS**

1807, 1803, 1805, 1807, 1808, 1811, 1813, 1815, 1817,  
1818, 1821, 1823, 1828, 1827, 1829, 1831 OAK STREET  
NORTH AURORA, ILLINOIS

*PIN*

15-05-127-002

GRAPHIC SCALE

( 1000 )

### BASIS OF BEARINGS

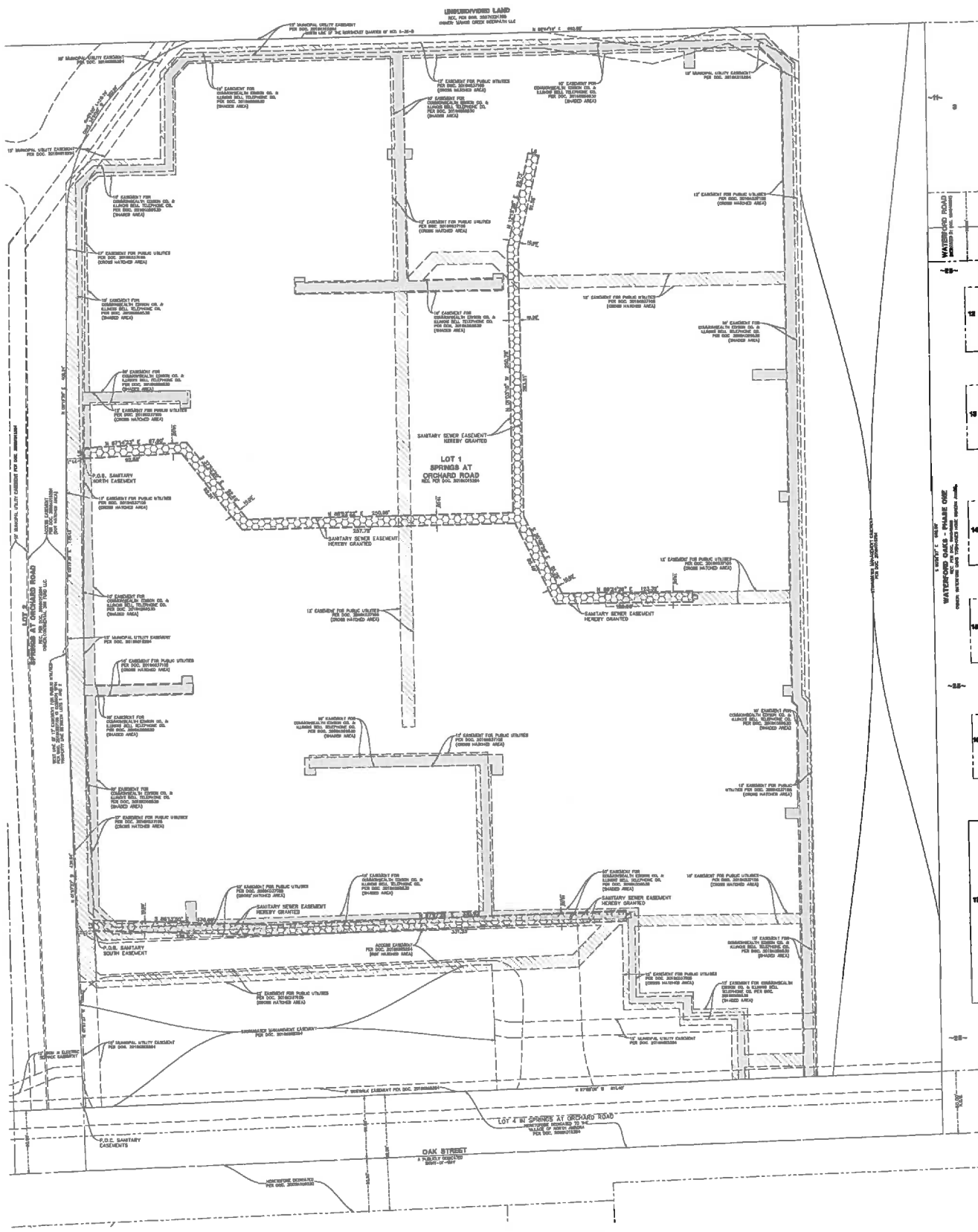
COORDINANCE AND SEARCHES ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, (NAD 83) (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VIB 400 NETWORK.

**LEGEND**

-  = KAMBAHT FOR PUBLIC VOTERS  
FOR DEC. 2016/2017/2018
-  = KAMBAHT FOR COMMERCIAL GROUP CO.  
A GROUP NAME KLAB/POK/CL  
FOR DEC. 2016/2017/2018
-  = ACCESS KAMBAHT  
FOR DEC. 2016/2017/2018
-  = KAMBAHT WITH KAMBAHT  
GROUP FOR DEC.

## LINE TABLE

LINE	MEASUREMENT	LENGTH
L1	340°12'34"E	18.61'
L2	340°08'41"E	26.02'
L3	324°12'38"E	10.00'
L4	330°49'23"E	24.83'
L5	340°12'34"E	18.61'
L6	347°44'21"E	10.00'
L7	340°12'34"E	18.61'



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SPRINGS AT ORCHARD ROAD

NORTH AURORA, ILLINOIS

SANITARY SEWER EASEMENT EXHIBIT



Old Dominion—Bryant—Walter Reed—Pittsburgh—Walter & Alexander—Pittsburgh

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

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

---

**RESOLUTION ACCEPTING A GRANT OF PUBLIC WATER EASEMENT**  
**IN THE SPRINGS AT ORCHARD ROAD**  
**IN THE VILLAGE OF NORTH AURORA**

---

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 \_\_\_\_\_



VILLAGE OF NORTH AURORA

RESOLUTION NO.

RESOLUTION ACCEPTING A GRANT OF PUBLIC WATER EASEMENT  
IN THE SPRINGS AT ORCHARD ROAD  
IN THE VILLAGE OF NORTH AURORA

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

1. The grant of a public utility and drainage easement from Continental 343 Fund LLC in the form attached hereto and incorporated herein by reference as Exhibit "A" (the "Public Water Easement") granting a permanent non-exclusive easement for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing repairing, cleaning and maintaining water lines and all pipes, connections and appurtenances as more specifically stated in the grant of Public Water Easement to the Village of North Aurora is hereby accepted over, on, through and in the property legally described in Exhibit A.

2. Village staff is hereby directed and authorized to record the Plat of Easement and to take any and all actions necessary and appropriate to accept and take ownership and control over the Easement and to maintain it in perpetuity.

3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois 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 \_\_\_\_\_  
Mark Gaffino \_\_\_\_\_  
Michael Lowery \_\_\_\_\_

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

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

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

ATTEST:

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

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**

**Drafted by and return to:**

Kevin L. Chumlea, Esq.  
Continental Properties Company, Inc.  
W134 N8675 Executive Parkway  
Menomonee Falls, WI 53051

**PUBLIC WATER EASEMENT**

This Public Water Easement (this “**Easement**”) is made as of this \_\_\_\_\_ day of March, 2020, by and between **VILLAGE OF NORTH AURORA**, Kane County, Illinois, an Illinois municipal corporation, having an address of 25 E. State Street, North Aurora, Illinois 60542 (“**Grantee**”) and **CONTINENTAL 343 FUND LLC**, a Wisconsin limited liability company (“**Grantor**”).

A permanent non-exclusive easement is hereby reserved for and granted to the Grantee, including any and all successors and assigns in, upon, under and through that portion of the Grantor’s Property as described on Exhibit A attached hereto and depicted on Exhibit B attached hereto as “Watermain Easement” (“**Easement Area**”) for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing repairing, cleaning and maintaining water lines and all pipes, connections, and without limitation such other installations as may be required to furnish water service, and such appurtenances and additions thereto as the Grantee may deem necessary, together with the right of reasonable access across common areas, including green spaces, walkways, private drives and parking areas on the Grantor’s Property for the necessary personnel and equipment to do any or all of the above work. The right is also hereby granted to the Grantee to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said watermain or easement or without limitation any installations in, on, upon or across, under or through said Easements. No permanent buildings shall be placed on said easements, but same may be used for gardens, trees, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. Fences shall not be erected upon said easement except where specifically permitted by written authority of the Grantee. Grantor reserves the right to use the easement area for any use that is not inconsistent with the rights granted to Grantee herein. All of Grantor’s existing improvements are hereby acknowledged by Grantee as approved.

**General Easement Conditions:**

- A. **Construction Liens.** In the event any construction liens are filed against Grantor’s Property or any part thereof, in connection with any work performed by or on behalf of Grantee, or in connection with any act or omission of Grantee pursuant hereto, Grantee shall have the said liens immediately discharged of record.
- B. **Repair.** Grantee will, at its sole cost and expense and promptly after completion of any work, replace the surface and subsurface of the Property as may be disturbed in

substantially the same condition as it is now or may be, and replace portions of lawns or fences which may be damaged on the easement area or which is a direct result of the exercise of the rights herein granted.

- C. Nondisturbance. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's Property and their respective customers, agents, servants, employees, licensees and invitees in connection with its operations.
- D. Indemnity. Without limiting any tort immunity that applies by operation of law, Grantee, its successors or assigns, shall defend, indemnify and save harmless Grantor, its officers, agents and employees, and any mortgagee of Grantor's Property, against all suits, demands, causes of actions, liabilities or claims thereof for injury or damages of whatever nature, including death, or damage to property (i) arising out of or related to any activity of Grantee, its agents, employees, licensees or contractors, their agents or employees, or (ii) arising out of any defaults hereunder, or (iii) arising from or relating to any improvements constructed by Grantee, or on its behalf.
- E. No public rights. Nothing contained herein shall or shall be deemed to constitute a gift or dedication of any portion of Grantor's Property to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor that the rights granted herein shall be strictly limited to and for the purposes expressed herein.

Notices or demands required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as FedEx, addressed to the parties at their respective addresses as follows:

If to Grantor:  
Continental 380 Fund LLC  
W134 N8675 Executive Parkway  
Menomonee Falls, Wisconsin 53051  
Attn: Legal Department

If to Grantee:  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the parties have executed this Public Water Easement as of the day and year first above written.

GRANTOR:

CONTINENTAL 343 FUND LLC,  
a Wisconsin limited liability company

By: CONTINENTAL PROPERTIES COMPANY, INC.,  
a Wisconsin corporation, its manager

By:   
Daniel J. Minahan, President

*LC*

GRANTEE:

VILLAGE BOARD APPROVAL

STATE OF ILLINOIS )  
SS  
COUNTY OF KANE )

APPROVED BY THE VILLAGE OF NORTH AURORA BOARD AT THEIR MEETING THIS \_\_\_\_ DAY OF

\_\_\_\_\_, AD 2020

BOARD OF TRUSTEES,  
VILLAGE OF NORTH AURORA, ILLINOIS

\_\_\_\_\_  
(PRESIDENT)

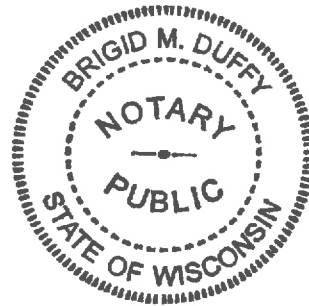
\_\_\_\_\_  
(VILLAGE CLERK)

ACKNOWLEDGMENTS

STATE OF WISCONSIN )  
 ) SS.  
Waukesha COUNTY )

Personally came before me this 13 day of March, 2020, the above named Daniel J. Minahan, President of Continental Properties Company, Inc., manager of Continental 343 Fund LLC, to me known to be said President and acknowledged that he executed the foregoing instrument as such President as the deed of said corporation, by its authority.

Brigid M Duffy  
Notary Public, State of Wisconsin Brigid M Duffy  
My Commission Expires: May 09, 2023



STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 the above named \_\_\_\_\_ of \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to me known to be such \_\_\_\_\_ and acknowledged that [s]he executed the foregoing instrument as the deed of said corporation, by its authority.

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Grantor's Property and Easement Area Legal Descriptions

THAT PART OF LOT 1 IN THE FINAL PLAT OF SPRINGS AT ORCHARD ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 2016 AS DOCUMENT 2016K015284, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87 DEGREES 50 MINUTES 09 SECONDS EAST, ALONG SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH RIGHT OF WAY OF OAK STREET, A DISTANCE OF 427.76 FEET TO THE POINT OF BEGINNING (P.O.B. 'A');

THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 260.90 FEET TO POINT 'N'; THENCE SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 277.59 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57 SECONDS EAST, A DISTANCE OF 9.99 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 9.99 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 15.61 FEET; THENCE NORTH 45 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 18.52 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 71.97 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 6.95 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 6.95 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 228.99 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 32.81 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 115.57 FEET TO THE WEST LINE OF SAID LOT 1 THENCE NORTH 00 DEGREES 19 MINUTES 39 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 115.36 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 233.14 FEET; THENCE NORTH 54 DEGREES 21 MINUTES 27 SECONDS WEST, A DISTANCE OF 83.48 FEET; THENCE NORTH 35 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 27 SECONDS EAST, A DISTANCE OF 78.05 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 207.50 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 7.20 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57 SECONDS EAST, A DISTANCE OF 7.20 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 77.87 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 58 SECONDS EAST, A DISTANCE OF 6.11 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 125.71 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57 SECONDS WEST, A DISTANCE OF 12.44 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.44 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 3.02 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 57 SECONDS EAST, A DISTANCE OF 11.19 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57 SECONDS EAST, A DISTANCE OF 61.01 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03 SECONDS EAST, A DISTANCE OF 27.64 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03 SECONDS WEST, A DISTANCE OF 27.64 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57 SECONDS EAST, A DISTANCE OF 5.61 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03



SECONDS WEST, A DISTANCE OF 95.17 FEET; THENCE SOUTH 44 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 7.17 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 125.45 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03  
SECONDS EAST, A DISTANCE OF 119.30 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 32.43 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 12.62 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03  
SECONDS EAST, A DISTANCE OF 9.52 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 9.52 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 9.52 FEET; THENCE SOUTH 44 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 32.43 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 105.42 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 18.01 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 57  
SECONDS WEST, A DISTANCE OF 18.01 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 9.85 FEET; THENCE SOUTH 34 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 1.92 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 214.66 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03  
SECONDS EAST, A DISTANCE OF 130.36 FEET; THENCE SOUTH 45 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 32.43 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 11.07 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
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SECONDS EAST, A DISTANCE OF 11.25 FEET; THENCE SOUTH 44 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 32.18 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 156.91 FEET; THENCE SOUTH 44 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 2.93 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 17.77 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03  
SECONDS EAST, A DISTANCE OF 15.09 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 15.09 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 106.60 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03  
SECONDS EAST, A DISTANCE OF 86.48 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 03  
SECONDS WEST, A DISTANCE OF 86.48 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 52.02 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 03  
SECONDS EAST, A DISTANCE OF 97.78 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 57  
SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 08

PREPARED BY:  
MANHARD CONSULTING, LTD.  
ONE OVERLOOK POINT, SUITE 290  
LINCOLNSHIRE, ILLINOIS, 60069  
PHONE: 847.634.5550  
[WWW.MANHARD.COM](http://WWW.MANHARD.COM)

NOVEMBER 5, 2019

**Exhibit B**

See Attached

# WATERMAIN EASEMENT EXHIBIT

PROPERTY AREA  
0.12437 S.F. (0.882 ACRES)

EASEMENT AREA  
30,888 SQ. FT. (0.645 ACRES)

EXHIBIT PREPARED FOR

COMMERCIAL L&S TRNG, LLC  
87488875 EXCLUSIVE PROPERTY  
WENOMEE TALLS, WISCONSIN, 53051

PROPERTY ADDRESS

1801, 1803, 1805, 1807, 1809, 1811, 1813, 1815, 1817,  
1819, 1821, 1823, 1825, 1827, 1829, 1831 OAK STREET  
NORTH AURORA, ILLINOIS

PIN

15-08-127-002

GRAPHIC SCALE

1" = 100' 0"

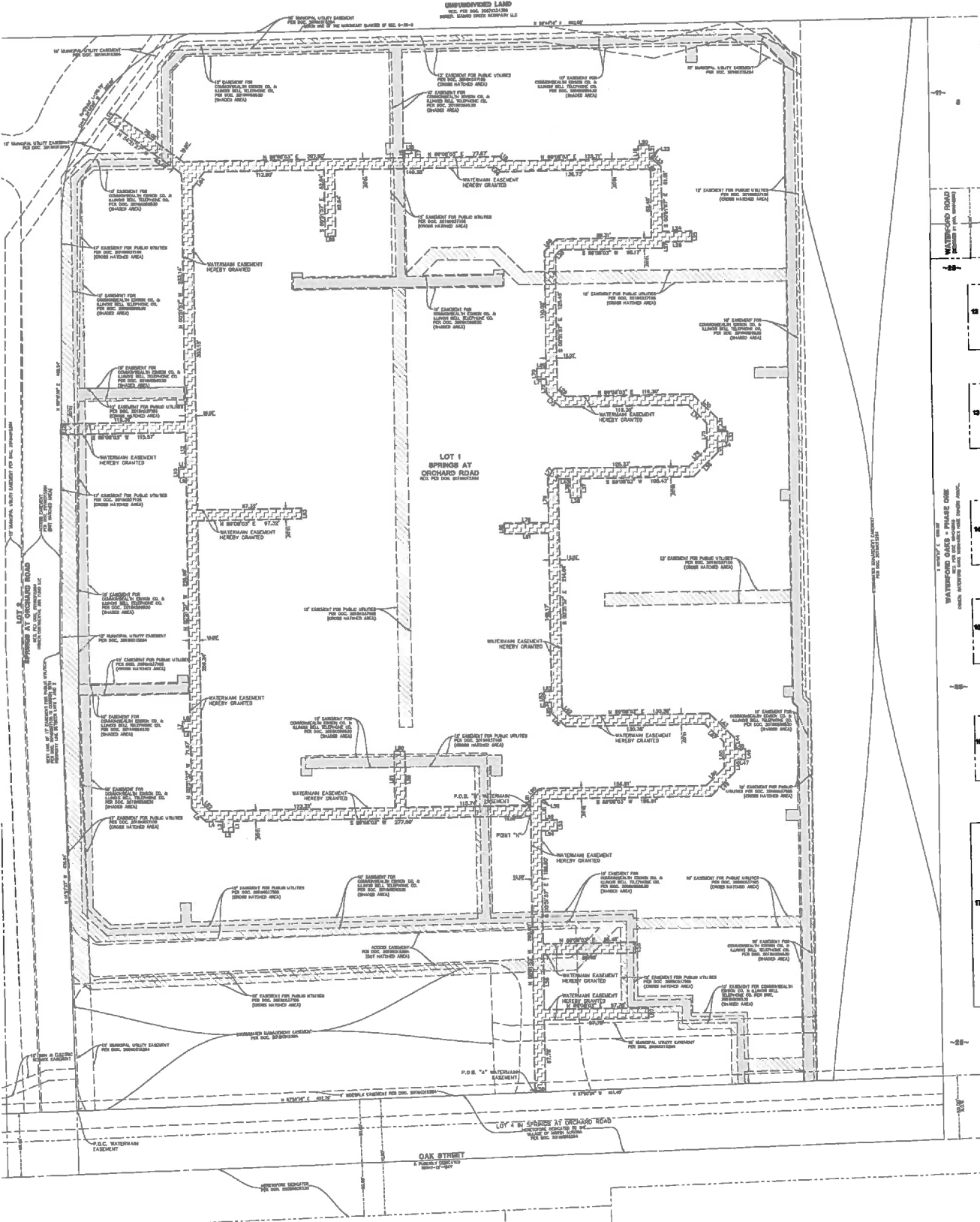
BASIS OF BEARINGS

COMPUTED WITH 10 CORRECTIONS BASED UPON THE LAMAR PLAIN PLANE  
CONVENTION & WITH 10 CORRECTIONS BASED UPON THE LAMAR PLAIN PLANE  
AS ESTABLISHED BY A BEARING AND DISTANCE SURVEY OF 1884  
EXCEPT WHERE SHOWN OTHERWISE THE BEARING AND DISTANCE

## LEGEND

- EASEMENT FOR PUBLIC UTILITIES FOR THE SHOWN AREA
- EASEMENT FOR COMMERCIAL TRNG, LLC FOR THE SHOWN AREA
- ADJACENT EASEMENT FOR THE SHOWN AREA
- WATERMAIN EASEMENT HERETOFOR GRANTED

LINE TABLE	LINE TABLE
LINE BEARING LENGTH	LINE BEARING LENGTH
1. S 89° 59' 59" E 1.00'	1. S 89° 59' 59" E 1.00'
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**VILLAGE OF NORTH AURORA  
MEMORANDUM**

DATE: March 26, 2020

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

CC: Bill Hannah, Finance Director, & Village Board

FROM: Paul Young, Water Operations Superintendent

SUBJECT: **Approval for New Truck Purchase /2020 GMC**

---

The purchase of a new pick-up truck for the Water Superintendent was brought before the Village Board in February within a Budget Amendment proposal along with some other items. Since that time staff has been researching the best options both economically and the availability for this purchase.

Staff contacted Landmark Ford in Springfield, Illinois who stated a State Purchasing Contract has not been awarded to any dealership by the state even though dealerships submitted their state purchasing proposals many months ago. As you may recall, the Village purchased a truck through the state purchasing contract last year and it was with Landmark Ford.

Staff then solicited proposals from Riverfront in North Aurora, Coffman GMC in Montgomery and also asked Dempsey Dodge in Plano. Although Dempsey stated they would be interested in quoting they did not respond even after several email attempts requesting them to provide a quote. Staff visited Riverfront to see what they had available and what the options were. Coffman was also interested in providing the village with a quote for this truck purchase.

Coffman GMC came in with the best price for the truck at \$34,989.00 with an additional \$4,881.00 for the plow for a total of \$40,608.00, which includes labor and license, title and registration. They have it scheduled to be built in early May, although the manufacturing plant is in a two week shut down currently due to the coronavirus so this date could change. Please see the attached specification sheet.

Riverfront provided a “window sticker” price document and then emailed a reduced cost amount of \$38,430.00 for the truck only. No plow was included.

Staff is recommending the purchase of the 2020 GMC Sierra (2500) complete with the 8' Western plow in the amount of **\$40,608.00.**



Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

## Standard Equipment

### Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (STD)

GVWR, 10,350 lbs. (4695 kg) (STD) Included and only available with TC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels, or TK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, high-capacity

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

### Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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Data Version: 10411. Data Updated: Feb 25, 2020 10:38:00 PM PST.



Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" (  Complete )

## Exterior

Tire, spare LT245/75R17E all-season, blackwall (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.) (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side

Cargo tie downs (12), fixed rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome surround with Black mesh.)

Headlamps, LED reflector with incandescent turn signals and LED signature Daytime Running Lamps

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Taillamps, LED tail and stop light with incandescent reverse light

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, locking utilizes same key as ignition and door

Tailgate, standard

Tailgate, gate function manual, no lift assist

Tailgate and bed rail protection caps, top

## Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

## Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Seat trim, Vinyl

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

## Interior

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display, located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Windows, power front, drivers express up/down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear (Not available with Regular Cab model.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

## Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

Daytime Running Lamps, LED signature lighting

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

### Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

### WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

## Selected Model and Options

### MODEL

CODE	MODEL	MSRP
TK20753	2020 GMC Sierra 2500HD 4WD Double Cab 149"	\$41,000.00

### COLORS

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

### BODY CODE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
E63	Pickup bed includes bed assist step (STD)	0.00 lbs	0.00 lbs	\$0.00

### EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

### ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

### TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD)	0.00 lbs	0.00 lbs	\$0.00

### GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) Included and only available with TC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels, or TK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

#### AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00

#### PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1SA	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

#### WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYQ	Wheels, 17" (43.2 cm) machined aluminum	-13.00 lbs	-13.00 lbs	\$350.00

#### TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00

#### SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZHJ	Tire, spare LT245/75R17E all-season, blackwall (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.) (STD)	0.00 lbs	0.00 lbs	Inc.

#### PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

#### SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	0.00 lbs	0.00 lbs	\$0.00

#### SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Cloth seat trim	-1.00 lbs	-1.00 lbs	\$0.00

#### RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)	0.00 lbs	0.00 lbs	\$0.00

#### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCI	Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (DBG) outside power-adjustable vertical trairling with heated upper glass and (K34) cruise control; (Not available with (ZLQ) Fleet Convenience Package. When ordered with (ZW9) pickup bed delete, deletes (QT5) tailgate and (UF2) lighting. Note: (QT5) EZ Lift power lock and release tailgate can be upgraded to (QK2) GMC MultiPro Tailgate. Note: (DBG) outside power-adjustable vertical trairling with heated upper glass can be upgraded to (DWI) trailer mirrors.)	0.00 lbs	0.00 lbs	\$1,310.00
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model. Includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring Package.)	0.00 lbs	0.00 lbs	\$300.00

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

#### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JL1	Trailer brake controller, integrated (Required with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Crew Cab and Double Cab models available as free flow with (L8T) 6.6L V8 gas engine. Included with (CMT) Gooseneck / 5th Wheel Prep Package.)	4.00 lbs	3.00 lbs	\$275.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)	1.00 lbs	1.00 lbs	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep Package.)	8.00 lbs	1.00 lbs	Inc.

#### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AKO	Glass, deep-tinted (Included with (PCI) Convenience Package.)	1.00 lbs	0.00 lbs	Inc.
CGN	Bed Liner, Spray-on, Pickup bedliner with GMC logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Included with (CMT) Gooseneck / 5th Wheel Prep Package. Not available with any Ship Thrus EXCEPT (VSH), (VTV), (TCH) or (TCE).)	3.00 lbs	43.00 lbs	\$545.00
DLF	Mirrors, outside heated power-adjustable, manual folding (Passenger mirror includes flat glass, not convex) smaller non-trailer mirror, 11.2" (284.73mm) x 7.15" (181.69mm) (Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	-11.00 lbs	0.00 lbs	\$50.00
QK2	Tailgate, GMC MultiPro Tailgate with six functional load/access features (Requires (PCI) Convenience Package. Deleted with (ZW9) pickup bed delete.)	-5.00 lbs	23.00 lbs	\$445.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	5.00 lbs	Inc.
U01	Lamps, Smoked Amber LED roof marker, (LED) (Not available with (YF5) California state emissions requirements.)	1.00 lbs	0.00 lbs	\$55.00
UF2	LED Cargo Area Lighting located in cargo bed activated with switch on center switch bank or key fob (Included with (PCI) Convenience Package. Not available with (ZW9) pickup bed delete.)	0.00 lbs	1.00 lbs	Inc.

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" ( Complete )

#### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a> .	0.00 lbs	1.00 lbs	\$150.00
AQQ	Remote Keyless Entry (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	1.00 lbs	Inc.
C49	Defogger, rear-window electric (Included with (PCI) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
K34	Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
<b>Options Total</b>		<b>-12.00 lbs</b>	<b>65.00 lbs</b>	<b>\$3,480.00</b>

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Vehicle: [Fleet] 2020 GMC Sierra 2500HD (TK20753) 4WD Double Cab 149" (  Complete )

## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$41,000.00
Total Options	\$3,480.00
Vehicle Subtotal	\$44,480.00
Destination Charge	\$1,595.00
<b>Grand Total</b>	<b>\$46,075.00</b>

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2019 MODEL YEAR

**RAM 2500 TRADESMAN CREW CAB 4X4**For more information visit: [www.ramtrucks.com](http://www.ramtrucks.com)  
or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

**MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION****Base Price: \$39,850****RAM 2500 TRADESMAN CREW CAB 4X4**

Exterior Color: Bright White Clear Coat Exterior Paint

Interior Color: Black Interior Color

Interior: Cloth 40 / 20 / 40 Bench Seat

Engine: 6.4-Liter Heavy-Duty V8 HEMI® with MDS

Transmission: 8-Spd Auto 8HP75-LCV Transmission

**STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)****FUNCTIONAL/SAFETY FEATURES**

Advanced Multistage Front Airbags  
Supplemental Side-Curtain Front and Rear Airbags  
Supplemental Front Seat-Mounted Side Airbags  
ParkView® Rear Back-Up Camera  
Manual Shift-On-The-Fly Transfer Case  
3.73 Axle Ratio  
730-Amp Maintenance Free Battery  
180-Amp Alternator  
4-Wheel Disc Anti-Lock Brakes  
Hill Start Assist  
Electronic Stability Control  
Electronic Roll Mitigation  
Traction Control  
Trailer Sway Damping  
Sentry Key® Theft Deterrent System  
Keyless Go™  
Speed Control  
Power Accessory Delay  
Tire Pressure Monitoring Display

**INTERIOR FEATURES**

Uconnect® 3 with 5-Inch Display  
Integrated Voice Command with Bluetooth®  
6-Speakers  
Media Hub (2 USB, Aux)  
Air Conditioning  
40 / 20 / 40 Split Bench Seat  
Rear Folding Seat  
Rear Under-Seat Storage Compartment  
12-Volt Auxiliary Power Outlet  
Power Front Windows w/ 1-Touch Up and Down Feature  
Tilt Steering Column  
Temperature and Compass Gauge  
Rearview Day / Night Mirror  
Driver / Passenger Assist Handles  
Black Vinyl Floor Covering

**EXTERIOR FEATURES**

17-Inch x 7.5-Inch Steel Styled Wheels  
LT245/70R17E BSW All-Season Tires  
31-Gallon Fuel Tank  
Locking Tailgate  
Class V Receiver-Hitch  
Trailer-Tow with 4-Pin Connector Wiring  
Tinted Windshield Glass  
Tinted Glass Windows  
Automatic Headlamps  
Halogen Quad Headlamps

Incandescent Tail Lamps  
Full Size Spare Tire**OPTIONAL EQUIPMENT (May Replace Standard Equipment)**

Customer Preferred Package ZZA

Snow Chief Group

220-Amp Alternator

Instrument Panel Mounted Auxiliary Switches

Anti-Spin Differential Rear Axle

Clearance Lamps

LT275/70R18E OWL On/Off-Road Tires

Transfer Case Skid Plate

Tradesman Level 2 Equipment Group

Cloth 40 / 20 / 40 Bench Seat

Floor Covering Carpet

Front and Rear Floor Mats

Rear Power Sliding Window

Rear Window Defroster

Remote Keyless Entry

Satin Chrome Interior Door Handles

SiriusXM® with 1-Year Radio Sub Call 800-643-2112

Front and Rear Rubber Floor Mats

Tri-Fold Tonneau Cover

Electric Shift-on-the-Fly Transfer Case

Rear Wheelhouse-Liners

18-Inch x 8.0-Inch Steel Wheels

18-Inch Steel Spare Wheel

ParkSense® Rear Park-Assist System

Trailer Brake Control

\$845.

\$995

\$150

\$695

\$295

\$185

\$285

\$285

\$295

Destination Charge

\$1,695

**TOTAL PRICE: \*****WARRANTY COVERAGE**

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE  
POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: SALTILLO, MEXICO

vnc: 3C6-UR5CJ7KG-556207

LA-VON: 8690

DNH

SHIP TO:

SOLD TO:

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

EPA  
DOT**Fuel Economy and Environment****Fuel Economy****N/A**  
combined city/hwy city highway**N/A** gallons per 100 miles**Heavy duty vehicle,  
no label required.****You spend****N/A****in fuel costs  
over 5 years  
compared to the  
average new vehicle.****Annual fuel cost****N/A****Fuel Economy & Greenhouse Gas Rating (tailpipe only)****Smog Rating (tailpipe only)****fuelconomy.gov**

Calculate personalized estimates and compare vehicles.

**GOVERNMENT 5-STAR SAFETY RATINGS**This vehicle has not been rated by the government  
for frontal crash, side crash or rollover risk.Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236**VEHICLE  
PROTECTION**  
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.





## REMPE-SHARPE

& Associates, Inc.

---

### Principals

J. Bibby  
D. Watson

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

B. Aderman  
B. Bennett  
L. Vo

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

### CONSULTING ENGINEERS

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

March 26, 2020

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

Attn: John Laskowski

Re Well No. 8 & 9, Electrical Facilities  
Pay Request No. 3, Partial

File: NA-583E

Dear Mr. Laskowski,

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 3, Partial as submitted by Frank Marshall Electric, of Aurora, IL for the Well No. 8 and 9 Electrical Facilities awarded November 2, 2019 in the amount of \$1,144,848.00. The amount of payment requested is Four Hundred Forty-Eight Thousand, Two Hundred Sixty-Four Dollars and Eighty Cents (\$448,264.80)

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 3, Partial in the amount of \$448,264.80, along with the Contractor's Waiver of Lien (2 copies).
2. Contractors Certified Payroll (2 copies)
3. The Engineer's Approval of Payment No. 2, Partial in the amount of \$448,264.80 (3 copies).

All shop drawings have been approved and the Well No.9 building is scheduled to be delivered the first week in April. Both the Well No. 8 and 9 building foundations have been poured along with the ComEd transformer pads. The electric conduit has been installed at Well No.9 and the contractor will start the electric conduit at the Well No.8 site this week. The contractor continues to make good progress and all contractor's have been working together through the winter to meet the completion dates. ComEd is also on schedule to provide electrical service to both well sites.

Village of North Aurora  
Attn: John Laskowski

Well No. 8 and. 9, Electrical  
March 26, 2020  
Page 2 of 2

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 3, Partial in the amount of \$448,264.80. Upon the Village of North Aurora's approval, please sign all three copies of the Approval for Pay Request No. 3, Partial. Send one copy of the document to the Contractor, Frank Marshall Electric., along with Payment No. 3, Partial. Return one signed copy to Rempe-Sharpe and Associates, Inc. and retain one signed copy for the Village's records.

If there are any questions, please contact the undersigned.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.  
BY:



Daniel A. Watson, P.E.  
Principal

Enclosures

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

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

APPROVAL OF PAYMENT NO. 3, PARTIAL

---

PROJECT: Well No. 8 & 9, Electrical

PROJECT NO.: NA-583E

CONTRACTOR: Frank Marshall  
Electric

APPLICATION DATE: March 24, 2020

ADDRESS: 1043 Oliver Avenue  
Aurora, IL 60506

FOR PERIOD ENDING: March 20, 2020

APPLICATION AMOUNT: \$448,264.80

---

ENGINEER'S APPROVAL

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

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

REMPE-SHARPE & ASSOCIATES, INC.  
Consulting Engineers

DATE: March 26, 2020

BY: 

Daniel A. Watson, P.E.

TITLE: Vice-President

---

OWNER'S APPROVAL

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

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

VILLAGE OF NORTH AURORA

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

TITLE: Public Works Director

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

# Transmittal #4

Frank Marshall Electric

Electrical Contractors

1043 Oliver Avenue

Aurora, Illinois 60506

Phone: (630) 892-2942

Submitted to:

Rempe-Sharpe & Associates, Inc.

324 West State Street

Geneva, IL 60134

Attn: Mr. Dan Watson

Architect(s):

Rempe-Sharpe & Associates, Inc.

324 West State Street

Geneva, IL 60134

Job Name and Location:

North Aurora Wells 8 & 9

201 South Randall Road

2291 Feltes Lane

North Aurora, IL 60542

WE TRANSMIT HERewith FOR YOUR:  
INFORMATION:

APPROVAL:

FILES: XXXXXXXXXX

CORRECTION:

RETURN:

3 Copies: FME Invoice, FME AIA G702, FME AIA G703, FME Partial Waiver of Lien, FME Certified Payroll, DBS Partial Waiver of Lien, Don Bohr & Sons Certified Payroll, Energenecs Invoice, Energenecs Partial Waiver of Lien, Energenecs Pictures of Material, Energenecs Bill of Ladings & Energenecs Certificate of Insurance.

Sincerely,

Signature



Adam Marshall

Date:

03/24/20

Title:

Project Manager



# Invoice

Bill To
Village of North Aurora 25 East State Street North Aurora, IL 60542 Attn: Accounts Payable

[illegible]

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 of 5 PAGES

TO (Owner):	PROJECT:	Electrical Facilities	APPLICATION NO:	3	<input type="checkbox"/> OWNER
Village of North Aurora	Well #8 201 South Randall Road				<input type="checkbox"/> ARCHITECT
25 East State Street	Well #9 2291 Felles Lane		PERIOD TO:	03/20/20	<input checked="" type="checkbox"/> CONTRACTOR
North Aurora, IL 60542	North Aurora, IL 60542		ARCHITECT'S		<input type="checkbox"/>
FROM (Contractor):	(ARCHITECT):	Rempe-Sharepe	PROJECT NO:	NA-583E	<input type="checkbox"/>
Frank Marshall Electric	324 West State Street		CONTRACT DATE:	11/2/2019	
1043 Oliver Avenue	Geneva, IL 60134				
Aurora, IL 60506					
CONTRACT FOR: Electrical Construction					

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	
TOTAL	0	0	
Approved this month			
Number	Date		
1	3/20/2020	12,939	
2			
3			
4			
TOTALS	12,939		0
Net change by Change Orders		12,939	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  Date: March 20th, 2020

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	1,144,848.00
2. Net change by Change Orders .....	\$	12,939.00
3. CONTRACT SUM TO DATE .....	\$	1,157,787.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$	688,083.00
5. RETAINAGE:		
a. 10 % of Completed Work .....	\$	68,808
b. 10 % of Stored Material .....	\$	0.00
Total Retainage .....	\$	68,808.30
6. TOTAL EARNED LESS RETAINAGE .....	\$	619,274.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	171,009.90
8. CURRENT PAYMENT DUE .....	\$	448,264.80
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$	538,512.30

State of Illinois County of Kane  
 Subscribed and sworn to before me this 20th Day of March, 2020  
 Notary Public: BRUCE C ANDERSON  
 My Commission expires: MY COMMISSION EXPIRES 04/27/2023

AMOUNT CERTIFIED ..... \$ 448,264.80

ARCHITECT: Rempe-Sharepe

By: \_\_\_\_\_ Date: March 20th, 2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 5

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Project Name: Well #8 & Well #9 Electrical Facilities

APPLICATION NUMBER: 3  
APPLICATION DATE: 03/20/20  
PERIOD TO: 02/20/20  
ARCHITECT'S PROJECT NUMBER: NA-583E

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	<b>Well #8 Electrical Facilities</b>								
1	Frank Marshall Electric (Bond)	6,405	6,405	0	0	6,405	100%	0	641
2	Frank Marshall Electric (Mobilization)	26,958	0	26,958	0	26,958	100%	0	2,696
3	Frank Marshall Electric (Material)	30,756	10,615	6,557	0	17,172	56%	13,584	1,717
4	Frank Marshall Electric (Labor)	42,045	0	8,970	0	8,970	21%	33,075	897
5	Don Bohr & Sons (Excavation & Concrete)	51,160	0	49,960	0	49,960	98%	1,200	4,996
6	Energenees (Premanufactured Building)	398,000	40,500	1,050	49,520	91,070	23%	306,930	9,107
7	Energenees (Supply Bond)	1,000	1,000	0	0	1,000	100%	0	100
8	Crane Service	8,376	0	0	0	0	0%	8,376	0
9	Alternate #1 (Antenna Pole)	4,224	0	0	0	0	0%	4,224	0
10	Change Order #1 (Com-Ed Primary Conduit & Grounding)	6,031	0	6,031	0	6,031	100%	0	603
<b>Page 2 Totals</b>		<b>574,955</b>	<b>58,520</b>	<b>99,526</b>	<b>49,520</b>	<b>207,566</b>	<b>36%</b>	<b>367,389</b>	<b>20,757</b>

## CONTINUATION SHEET

AIA DOCUMENT G703

Page 3 of 5

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NUMBER: 1

containing Contractor's signed Certification is attached.

APPLICATION DATE: 02/20/20

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 02/20/20

Project Name: Well #8 &amp; Well #9 Electrical Facilities

ARCHITECT'S PROJECT NUMBER: NA-583E

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	<b>Well #9 Electrical Facilities</b>								
1	Frank Marshall Electric (Bond)	6,405	6,405	0	0	6,405	100%	0	641
2	Frank Marshall Electric (Mobilization)	27,253	27,253	0	0	27,253	100%	0	2,725
3	Frank Marshall Electric (Material)	32,221	12,771	0	0	12,771	40%	19,450	1,277
4	Frank Marshall Electric (Labor)	43,885	4,600	7,820	0	12,420	28%	31,465	1,242
5	Don Bohr & Sons (Excavation & Concrete)	54,560	38,962	15,598	0	54,560	100%	0	5,456
6	Energenees (Premanufactured Building)	398,000	40,500	1,050	0	317,650	90%	38,800	35,920
7	Energenees (Supply Bond)	1,000	1,000	0	0	1,000	100%	0	100
8	Crane Service	8,376	0	0	0	0	0%	8,376	0
9	Alternate #1 (Antenna Pole)	4,224	0	0	0	0	0%	4,224	0
10	Change Order #1 (Com-Ed Primary Conduit & Grounding)	6908	0	6908	0	6908	1	0	691
Page 3 Totals		582,832	131,491	31,376	317,650	480,517	82%	102,315	48,052

## CONTINUATION SHEET

AIA DOCUMENT G703

Page 5 of 5

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Project Name: Well #8 &amp; Well #9 Electrical Facilities

APPLICATION NUMBER: 1

APPLICATION DATE: 02/20/20

PERIOD TO: 02/20/20

ARCHITECT'S PROJECT NUMBER: NA-583E

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	Page 5 Totals	0	0	0	0	0	0%	0	0
	Construction Totals	1,157,787	190,011	130,902	367,170	688,083	59%	469,704	68,809
	Grand Totals for Project	1,157,787	190,011	130,902	367,170	688,083	59%	469,704	68,809

## WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)  
COUNTY OF KANE) SS

Gty #  
Loan #

TO WHOM IT MAY CONCERN

Whereas the undersigned has been employed by the Village of North Aurora, to furnish Electrical Work for the project known as Well No. 8 and Well No. 9 Electrical Facilities, North Aurora, IL of which the Village of North Aurora is the owner.

The Undersigned, for and in consideration of FOUR HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED SIXTY FOUR AND 80/100 (\$448,264.80) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under our hands and sealed this 20th day of March, 2020

Signature 

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

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)  
COUNTY OF KANE) SS

TO WHOM IT MAY CONCERN

The undersigned, being duly sworn, deposes and says that he is Adam Marshall, President of Frank Marshall Electric, who is the contractor for the Electrical work on the premises located in North Aurora, owned by the Village of North Aurora. That total payment of the contract, including extras is \$1,157,787.00 on which he has received payment of \$171,009.90 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the name of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:


NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
All labor and related expenses have been paid in full. All material was taken from fully paid open stock and delivered by our own vehicles.					
Frank Marshall Electric	Labor /Mat	237,315.00	61,244.10	56,919.60	119,151.30
Don Bohr & Sons	Concrete	105,720.00	35,065.80	59,002.20	11,652.00
Energeneccs	Well Houses	798,000.00	74,700.00	332,343.00	390,957.00
Crane Service	Crane	16,752.00	0.00	0.00	16,752.00
Total Labor & Material to Complete		1,157,787.00	171,009.90	448,264.80	538,512.30

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

Signed this 20th day of March, 2020

Signature 

Subscribed and sworn to before me this 20th day of March, 2020

  
**OFFICIAL SEAL**  
BRUCE C ANDERSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
DU PAGE COUNTY  
MY COMMISSION EXPIRES 04/27/2023

STATE OF ILLINOIS

**WAIVER OF LEIN TO DATE**COUNTY OF Dekalb

SS

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_Frank Marshall Electric Midwest, LLC

for the premises known as \_\_\_\_\_

concrete work

of which \_\_\_\_\_

well # 9 Feltes Ln. North Aurora, ILVillage of North Aurora

is the owner.

THE undersigned, for and in consideration of \_\_\_\_\_

thirty five thousand sixty five dollars \$0/100(\$ 35,065.80) Dollars; and other goods and valuable considerations, the receipt whereof is hereby acknowledged, do(es)

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

DATE March 24, 2020

COMPANY NAME \_\_\_\_\_

Don Bohr & Sons, Inc

ADDRESS \_\_\_\_\_

3056 Council Rd. Somonauk, IL 60552

SIGNATURE AND TITLE \_\_\_\_\_

president

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

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF Dekalb

SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) \_\_\_\_\_

Lawrence E. Bohr

BEING DULY SWORN, DEPOSE

AND SAYS THAT HE OR SHE IS (POSITION) \_\_\_\_\_

president

OF \_\_\_\_\_

(COMPANY NAME) \_\_\_\_\_

Don Bohr & Sons, Inc.

WHO IS THE

CONTRACTOR FURNISHING \_\_\_\_\_

concrete

WORK ON THE BUILDING \_\_\_\_\_

LOCATED AT \_\_\_\_\_

well # 9 Feltes Ln. North Aurora, IL

OWNED BY \_\_\_\_\_

Village of North Aurora

That the total amount of the contract including extras\* is \$ 58,022.00 on which he or she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	Contract Price Incldg Extras*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Don Bohr & Sons, Inc.	concrete work	\$53,709.02	\$0.00	\$30,752.82	\$22,956.20
Kendall County Concrete, Inc.	concrete	\$4,312.98	\$0.00	\$4,312.98	
Carroll Distributing	constr supp				
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$58,022.00	\$0.00	\$35,065.80	\$22,956.20

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

DATE March 24, 2020

SIGNATURE: \_\_\_\_\_

Lawrence E. Bohr pres

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_

24th

DAY OF \_\_\_\_\_

March2020

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

Cynthia M Bohr

NOTARY PUBLIC

OFFICIAL SEAL  
CYNTHIA M BOHR  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 03/06/22





## INVOICE

Invoice Number: 0039868-IN

Invoice Date: 3/19/2020

## Bill To:

Frank Marshall Electric  
133 Oliver Avenue  
Aurora, IL 60506

## Ship To:

Frank Marshall Electric  
% North Aurora Well 8 & 9 SCAD  
To Follow  
Aurora, IL 60506

Customer Number:	Order Date:	Salesperson:	Order Number:			
A002	10/11/2019	BJA	0032621			
Customer P.O.	Ship VIA	F.O.B.	Terms			
7			Net 30			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
	EACH	1.00	1.00	0.00	369,270.00	369,270.00
Energenecs Custom Job						
Pay Request #2; see attached Schedule of Values						

Make all checks payable to: Energenecs, Inc.

A convenience Fee of 3.5% will be added to all invoices paid by credit card.

Net Invoice:	369,270.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	369,270.00

Request: 2  
 Request Date: 3/20/2020  
 Draw Date:  
 Customer: Frank Marshall Electric  
 Project # / Name: 32621 North Aurora Well 8&9  
 Consultant: Rempe-Sherpe / PowerTech  
 Supplier: Emergence

Calculated  
 Manual

Original Project Value	\$798,000
	\$0
	\$0
	\$0
	\$0
Current Project Value	\$798,000

Billing Period Through	3/23/2019
Invoicing this period	\$369,270
Involved to date	\$450,270
Remaining to be invoiced	\$347,730

Line Item	Line Item Description	Action	Line Item Value	% of Project Value	% Invoiced	Previously Invoiced	Invoice Amount	Remaining	Last Invoice Date
1.	System Integration - Design & Submittals	New	\$81,000	10.15%	100.00%	\$81,000	\$0	\$0	
2.	SCADA Configuration - Software / Hardware	New	\$21,800	2.73%	50.00%	\$0	\$10,900	\$10,900	
3.	Well 8 Trickle Building	New	\$168,250	19.83%	0.00%	\$0	\$0	\$168,250	
4.	Well 8 MCG, VFD, Output Filter, 350KVA Transformer	New	\$123,800	15.51%	40.00%	\$0	\$49,520	\$74,280	
5.	Well 8 SCADA Control Panel, Instruments	New	\$23,200	2.91%	0.00%	\$0	\$0	\$23,200	
6.	Well 8 startup, training, O&Ms	New	\$39,800	4.99%	0.00%	\$0	\$0	\$39,800	
7.	Well 9 Trickle Building	New	\$168,250	19.83%	100.00%	\$0	\$168,250	\$0	
8.	Well 9 MCG, VFD, Output Filter, 350KVA Transformer	New	\$123,800	15.51%	100.00%	\$0	\$123,800	\$0	
9.	Well 9 SCADA Control Panel, Instruments	New	\$23,200	2.91%	100.00%	\$0	\$23,200	\$0	
10.	Well 9 startup, training, O&Ms	New	\$39,800	4.99%	0.00%	\$0	\$0	\$39,800	
11.	Coordination / Avc Flash Study	New	\$3,000	0.38%	50.00%	\$0	\$0	\$1,500	
12.	Field Radio Survey	New	\$2,100	0.26%	100.00%	\$0	\$2,100	\$0	
13.									
TOTALS			\$798,000	100%		\$81,000	\$369,270	\$347,730	



## Conditional Release & Waiver of Liens

Upon receipt from Frank Marshall Electric ("Owner/Contractor"), the sum of Seventy Four Thousand Seven Hundred and 00/100 Dollars (\$74,700), being the payment due Energenecs, Inc. ("Contractor") on account of its Contract Agreement, for the furnishing of North Aurora Well 8&9 Tratch for North Aurora in consideration of this and prior payments ENERGENECS, INC. ("Contractor") does hereby waive, release, remise, relinquish and forever discharge Owner from any and all obligations and liabilities arising out of or related to said Contract, the work included there under and any and all claims, demands and liens of every kind and character whatsoever of Contractor against Owner (as defined in the Contract) and the above premises arising out of or in any way relating to Contract.

Further, Contractor certifies that it has fully paid for all work, labor, services, materials and equipment provided to it in connection with the Contract, except for the following: (If none, state "NONE" below.)

NONE\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ Energenecs, Inc.

BY: nam

TITLE: Controller

DATE: 1/28/20



## REMPE-SHARPE

& Associates, Inc.

---

### Principals

J. Bibby  
D. Watson

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

B. Aderman  
B. Bennett  
L. Vo

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

### CONSULTING ENGINEERS

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

March 31, 2020

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

Attn: John Laskowski

Re Well No. 8 & 9, Pumps and Motors  
Pay Request No. 5, Partial

File: NA-583D

Dear Mr. Laskowski,

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 5, Partial as submitted by Layne Christensen Company, of Aurora, Illinois for the Well No. 8 and 9 Pumps and Motors Project awarded September 16, 2019 in the amount of \$594,000.00. The amount of payment requested is One Hundred Eighty-Seven Thousand, Six Hundred Five Dollars and No Cents (\$187,605.00)

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 5, Partial (1 copy).
2. Contractor's Pay Request No. 5, Partial in the amount of \$187,605.00, along with the Contractor's Waiver of Lien (1 copy).
3. The Engineer's Approval of Payment No. 5, Partial in the amount of \$187,605.00 (3 copies).
4. Contractor's letter dated March 27, 2020 requesting a contract extension (1 copy)

The contractor has purchased and received the electrical cable, the column pipe and the pitless adapters for this project. Per the contract documents, the Contractor is allowed 50% payment for material purchased and stored at their shop which has previously been paid for at 50%. This payment is for the installation of the pump, motor, discharge column, electric cable and appurtenances at Well No.9 which will be completed this week.

Village of North Aurora  
Attn: Mr. Laskowski

Well No. 8 and. 9, Pumps and Motors  
March 31, 2020  
Page 2 of 2

The contractor has also included a letter requesting a contract extension for Well No.8. The contract date for Final Completion was March 13. Due to circumstances beyond the contractor's control, the pump and motor will be delivered in the next two weeks and installed the week prior to the well house being delivered. The Contractor will not be able to achieve Final Completion until Well House is delivered and functioning, so that the pump and motor can be started and the well chlorinated. If it is acceptable to the Village, I will let the contractor know that a Change Order will be processed at the end of the Project granting additional time.

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No.5, Partial in the amount of \$187,605.00. Upon the Village of North Aurora's approval, please sign all three copies of the Approval for Pay Request No.5, Partial. Send one copy of the document to the Contractor, Layne Christensen Company, along with Payment No.5, Partial. Return one signed copy to Rempe-Sharpe and Associates, Inc. and retain one signed copy for the Village's records.

If there are any questions, please contact the undersigned.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.  
BY:



Daniel A. Watson, P.E.  
Principal

Enclosures

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

**PAY REQUEST NO. 5, PARTIAL**  
**WELL NO. 8 and WELL NO. 9, PUMPS and MOTORS**  
**VILLAGE OF NORTH AURORA**

NA-583D

3/30/2020

				CONTRACT QUANTITIES		CONSTRUCTED QUANTITIES	
Item #	Item Description	Unit Price	Units	Quantity	Extended Price	Quantity	Extended Price
<b>A. WELL NO. 8</b>							
1A	MOBILIZATION	\$5,500.00	LS	1	\$5,500.00		\$0.00
2A	INSTALL PITLESS ADAPTER	\$10,000.00		1	\$10,000.00	1.0	\$10,000.00
3A	INSTALL PUMP AND TEST	\$19,200.00		1	\$19,200.00		\$0.00
<b>WELL NO. 8 MATERIALS</b>							
4A	BAKER PITLESS ADAPTER	\$40,000.00		1	\$40,000.00	1.0	\$40,000.00
5A	12EHM-14 STAGE BJ	\$35,000.00		1	\$35,000.00		\$0.00
6A	17M 350HP/2300V BYRON JACKSON MOTOR	\$110,000.00		1	\$110,000.00		\$0.00
7A	10" COATED T&C PIPE	\$51,000.00		1	\$51,000.00	0.5	\$25,500.00
8A	2.4 Kv SUBMERSIBLE CABLE	\$19,000.00		1	\$19,000.00	0.5	\$9,500.00
9A	10" SURGE CONTROL VALVE	\$1,900.00		2	\$3,800.00	0.5	\$1,900.00
10A	MISC. (TRANSDUCER, AIRLINE, ETC.)	\$2,500.00		1	\$2,500.00	0.5	\$1,250.00
<b>B. WELL NO. 9</b>							
1B	MOBILIZATION	\$5,500.00		1	\$5,500.00	1.0	\$5,500.00
2B	INSTALL PITLESS ADAPTER	\$10,000.00		1	\$10,000.00	1.0	\$10,000.00
3B	INSTALL PUMP AND TEST	\$19,200.00		1	\$19,200.00	0.16	\$3,000.00
<b>WELL 9 MATERIALS</b>							
4B	BAKER PITLESS ADAPTER	\$40,000.00		1	\$40,000.00	1.0	\$40,000.00
5B	120MQH-12 STAGE BJ	\$35,000.00		1	\$35,000.00	1.0	\$35,000.00
6B	17M 350 HP/2300V BYRON JACKSON MOTOR	\$110,000.00		1	\$110,000.00	1.0	\$110,000.00
7B	10" COATED T&C PIPE	\$52,000.00		1	\$52,000.00	1.0	\$52,000.00
8B	2.4kv SUBMERSIBLE CABLE	\$19,500.00		1	\$19,500.00	1.0	\$19,500.00
9B	10" SERGE CONTROL VALVE	\$1,900.00		2	\$3,800.00	1.0	\$3,800.00
10B	MISC. (TRANSDUCER, AIRLINE, ETC.)	\$3,000.00		1	\$3,000.00	0.67	\$2,000.00
CONTRACT PRICE				\$594,000.00		\$368,950.00	
LESS 10% RETAINAGE						\$36,895.00	
LESS PREVIOUS PAYMENTS						\$144,450.00	
TOTAL DUE						\$187,605.00	



721 West Illinois Avenue  
Aurora, Illinois 60506-2892]

T [630-897-6941]  
graniteconstruction.com

March 27, 2020

Daniel A. Watson, P.E. Principal  
Rempe-Sharpe & Associates, Inc.  
Consulting Engineers  
324 W. State Street, Geneva, Illinois 60134

**Ref: North Aurora Well 8 and 9 Contract Time Extension Request (Via Written Mail)  
In between the Village of North Aurora and Layne Christensen Company**

**Subject: Notice of Delay/Cost Impacts Due to COVID-19**

Please be advised that Layne Christensen Company's work on the above-referenced Project has been delayed due to the occurrence of the COVID-19 world-wide pandemic, which constitutes an excusable delay (force majeure), pursuant to the terms of the Contract. This pandemic has caused unforeseeable shortages in the availability of materials, equipment, and labor. In response, Layne is taking commercially reasonable, prudent, and low or no cost steps to help mitigate certain impacts of this pandemic to the Project, provided such measures do not place the health of our employees, other Project personnel, and/or the public at risk, and will be seeking an adjustment in the Contract time to the extent allowed under the Contract. If you have any questions pertaining to this notice, please do not hesitate to contact me.

Thank you.

*Chris Kennedy*  
Chris Kennedy  
Project Manager  
Layne Christensen Company



A GRANITE COMPANY

WATER - MINERAL - ENERGY

Layne Christensen Company

INVOICE

Inv No.: 1768762

Remit to: 831 - Aurora, IL  
PO Box 743609 PH: 262-246-4646 - FAX: 262-246-4784  
Los Angeles, CA 90074-3609

CUSTOMER PO#: Signed Contract  
WO#  
LAYNE JOB #: 947513

**SOLD TO:** 878592

Village of North Aurora, IL  
ATTN: Accounts Payable  
25 East State Street  
North Aurora, IL 60542

**Notes:**

INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
3/27/2020	4/26/2020	KENNEDY, CHRIS	KENNEDY, CHRIS	NET 30
QTY / UNITS	UOM	----- Remark -----	Unit Price	Total

**WELL 8 AND 9 - PUMP INSTALLATION CONTRACT  
PAY REQUEST 5**

**Work Completed to Date: \$368,950.00**

1.00	LS	Work Completed this Request	\$ 208,450.00	\$ 208,450.00
------	----	-----------------------------	---------------	---------------

Total Taxable Amount	\$ 208,450.00
Total Tax Amount	
Total Retainage Amount - 10%	\$ (20,845.00)
Total Invoice Amount	\$ 187,605.00

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notification are sent strictly for this purpose.

Thank you for your business.  
Layne Christensen is an Equal Opportunity Employer

**ORIGINAL**



## APPLICATION FOR PAYMENT

**OWNER:**

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

**PROJECT:**

Well 8 & 9

**APPLICATION NUMBER: 5****CONTRACT WORK:**

PERIOD ENDING: 03/27/2020

CONTRACT WORK: Well 8 & 9

PROJECT NUMBER: 947513

**CONTRACTOR:**

Layne Christensen Company  
721 W. Illinois Ave.  
Aurora, IL 60506

**Engineer:**

Rempe-Sharpe and Associates, Inc.  
324 W. State St  
Geneva, Ill 60134

PERCENT COMPLETE 55.9%

PREPARED BY: Chris Kennedy



A GRATTE COMPANY

DISTRIBUTION:

CONTRACTOR ▶

ARCHITECT ▶

File ▶

Created using the unlicensed version of Paymee.

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

**1. ORIGINAL CONTRACT AMOUNT:**

594,000.00

**2. NET CHANGES TO CONTRACT:**

-

**3. TOTAL CONTRACT AMOUNT:**

594,000.00

**4. TOTAL COMPLETED AND STORED TO DATE:**

368,950.00

**5. RETAINAGE:**

a. 10 % of Previous Work

16,050.00

b. 10 % Completed and Stored Materials

20,845.00

Total Retainage:

36,895.00

**6. TOTAL COMPLETED LESS RETAINAGE:**

332,055.00

**7. LESS PREVIOUS APPLICATIONS:**

144,450.00

**8. CURRENT PAYMENT DUE:**

187,605.00

**9. BALANCE TO FINISH INCLUDING RETAINAGE:**

261,945.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

## CONTRACTOR'S CERTIFICATION:

The Contractor declares that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Layne Christensen Company

DATE:

State: IL Country: USA

Subscribed & sworn to before me

this 27 day of March 2020

Notary Public Name: Amy J. Earwood

Commission Expiration Date:



## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT:**

Provide explanation below or attached if amount certified does not match this application amount.

Initial all figures & markups to agree with certified amount.

**ARCHITECT:**

DATE:

The Amount Certified is payable to the contractor listed above.

# PAYMENT APPLICATION DETAIL

FROM: Layne Christensen Company  
WORK: Well 8 & 9

APPLICATION #: 5  
FOR PERIOD ENDING: 03/27/2020  
PROJECT: Well 8 & 9  
NO: 947513

WORK CATEGORY					COMPLETED WORK						BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Quantity	Description	Unit Price	Scheduled Value	Prev. App. Value	This App.		Total				10%	
A	B				C	D=Prev. (D+E)	E	F	Value	%	H=C-G	I		
► Test Wells No. 1 & 2														
A WELL 8														
1A	Mobilization	1	LS	5,500	5,500	-	-	-	-	0%	5,500	-		
2A	Install Pitless Adapter	1	LS	10,000	10,000	10,000	-	-	10,000	100%	-	1,000		
3A	Install Pump and Test	1	LS	19,200	19,200	-	-	-	-	0%	19,200	-		
WELL 8 MATERIALS														
4A	Baker Pitless Adapter	1	LS	40,000	40,000	40,000	-	-	40,000	100%	-	4,000		
5A	12EHM-14 Stage BJ	1	LS	35,000	35,000	-	-	-	-	0%	35,000	-		
6A	17M 350HP/2300V Byron Jackson Motor	1	LS	110,000	110,000	-	-	-	-	0%	110,000	-		
7A	10" Coated T&C Pipe	1	LS	51,000	51,000	20,500	-	5,000	25,500	50%	25,500	2,550		
8A	2.4KV Submersible Cable	1	LS	19,000	19,000	9,500	-	-	9,500	50%	9,500	950		
9A	10" Surg Control Valve	2	EA	1,900	3,800	-	-	1,900	1,900	50%	1,900	190		
10A	Misc. (Transducer, airline, etc)	1	LS	2,500	2,500	-	-	1,250	1,250	50%	1,250	125		
B WELL 9														
1B	Mobilization	1	LS	5,500	5,500	-	5,500	-	5,500	100%	-	550		
2B	Install Pitless Adapter	1	LS	10,000	10,000	10,000	-	-	10,000	100%	-	1,000		
3B	Install Pump and Test	1	LS	19,200	19,200	-	3,000	-	3,000	16%	16,200	300		
WELL 9 MATERIALS														
4B	Baker Pitless Adapter	1	LS	40,000	40,000	40,000	-	-	40,000	100%	-	4,000		
5B	12MQH-12 Stage BJ	1	LS	35,000	35,000	-	35,000	-	35,000	100%	-	3,500		
6B	17M 350HP/2300V Byron Jackson Motor	1	LS	110,000	110,000	-	110,000	-	110,000	100%	-	11,000		
7B	10" Coated T&C Pipe	1	LS	52,000	52,000	21,000	31,000	-	52,000	100%	-	5,200		
8B	2.4KV Submersible Cable	1	LS	19,500	19,500	9,500	10,000	-	19,500	100%	-	1,950		
9B	10" Surg Control Valve	2	EA	1,900	3,800	-	3,800	-	3,800	100%	-	380		
10A	Misc. (Transducer, airline, etc)	1	LS	3,000	3,000	-	2,000	-	2,000	67%	1,000	200		
Total Base Contract Work:					594,000	160,500	200,300	8,150.00	368,950	62%	225,050.00	36,895.00		
Total Extra Work					-	-	-	-	-	0%	0.00	0.00		
GRAND TOTAL:					594,000	160,500	200,300	8,150.00	368,950	62%	225,050.00	36,895.00		

Created using Paymire for Excel. Visit [www.Paymire.com](http://www.Paymire.com) for more information.

# PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS } SS  
COUNTY OF Kane

Gty # \_\_\_\_\_

Loan # \_\_\_\_\_

## TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Layne Christensen Company  
to furnish Labor and Materials  
for the premises known as North Aurora Well 8 & 9

Pay Request No. 5

\$ 368,950.00	1	LS	Total of Work Performed to Date	\$ 368,950.00
\$ 144,450.00	-1	LS	Less Previous Payments	\$ (144,450.00)
\$ 368,950.00	-0.1	LS	Less 10% Retainage	\$ (36,895.00)

Total \$ 187,605.00

of which The Village of North Aurora is the owner.

THE undersigned, for and inconsideration of

One Hundred Eighty Seven Thousand Six Hundred Five Dollars and No Cents \$ 187,605.00

Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Illinois, relating to Mechanic's liens, on the above described premises and of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given Under Our hand \_\_\_\_\_ and seal \_\_\_\_\_  
this 27 day of March, 2020

Name Chris Kennedy

Title Project Manager

Signature



SEAL

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**Layne Christensen Company**

**SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER**

**STATE OF ILLINOIS**

<b>JOB NAME</b>	<b>North Aurora Well 8 &amp; 9</b>
<b>JOB#</b>	<b>947513</b>

THE undersigned, being duly sworn, deposes and says that he/she is the Project Manager for Layne Christensen Company who is the contractor for the \_\_\_\_\_ project located at Well 8 & 9 in North Aurora and owned by The Village of North Aurora

That the total amount of the contract including extras is \$ 594,000.00 , on which payment of \$ 144,450.00 has been previously requested. That all waivers are true, correct, genuine, delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers. That the following are the names of parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

Name and Address	Kind of Work	Adjusted Total Contract	Total Retained	Net Previously Paid	Net Amount of this Payment (no retainage)	Balance to Become Due
Layne Christensen 721 W Illinois Ave Aurora, IL 60506	Pump and Pitless Adapter Installation	\$ 206,219.47	\$ 11,948.71	\$ 32,947.20	\$ 74,591.20	\$ 98,681.07
Cole Wire & Cable Co., Inc. 620 Margate Drive Lincolnshire, IL 60069	Submersible Cable Supplier	\$ 23,564.53	\$ 2,088.89	\$ 17,100.00	\$ 1,700.00	\$ 4,764.53
L.B. Foster Company 21270 FM-1488 Magnolia, TX 77355	Column Pipe Supplier	\$ 62,038.00	\$ 4,550.00	\$ 37,350.00	\$ 3,600.00	\$ 21,088.00
Flowserve Corporation 5310 Taneytown Pike, Taneytown, MD 21787	Motor and Bowl Supplier	\$ 238,786.00	\$ 11,968.20	\$ -	\$ 107,713.80	\$ 131,072.20
Baker Manufacturing 133 Enterprise St Evansville, WI 53534	Pitless Adapter Supplier	\$ 63,392.00	\$ 6,339.20	\$ 57,052.80	\$ -	\$ 6,339.20
<b>Total</b>		<b>\$ 594,000.00</b>	<b>\$ 36,895.00</b>	<b>\$ 144,450.00</b>	<b>\$ 187,605.00</b>	<b>\$ 261,945.00</b>

Amount of Total Contract	\$ 594,000.00	Work Completed to Date	\$ 368,950.00
Extras To Contract	\$ -	Less 10% Retained	\$ 36,895.00
Total Contract and Extras	\$ 594,000.00	Net Amount Earned	\$ 332,055.00
Credits to Contract	\$ -	Net Previously Paid	\$ 144,450.00
Adjusted Total Contract	\$ 594,000.00	Net Amount of this Payment	\$ 187,605.00

Layne Christensen Company

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

Signed this 27 day of March, 2020

Printed Name Chris Kennedy

Signature



Subscribed and sworn to before me this 27 day of March, 2020

Printed Name

Amy J. Earwood

Signature



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

APPROVAL OF PAYMENT NO. 5, PARTIAL

PROJECT: Well No. 8 & 9, Pumps and Motors	PROJECT NO.:	NA-583D
CONTRACTOR: Layne Christensen Company	APPLICATION DATE:	March 30, 2020
ADDRESS: 721 West Illinois Avenue Aurora, IL 60506	FOR PERIOD ENDING:	March 27, 2020
	APPLICATION AMOUNT:	\$187,605.00

ENGINEER'S APPROVAL

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

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

REMPE-SHARPE & ASSOCIATES, INC.  
Consulting Engineers

DATE: March 31, 2020

BY: 

Daniel A. Watson, P.E.  
TITLE: Vice-President

OWNER'S APPROVAL

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

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

VILLAGE OF NORTH AURORA

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

TITLE: Public Works Director

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

# Memorandum



To: Dale Berman, Village President & Service Committee Members

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: March 25, 2020

Re: Award Bid for Proposed 2020 Road Program

On March 23, 2020 two bids were received for the 2020 Road Program and are listed in the table below. Geneva Construction Company was the low bidder in the amount of \$1,163,754.20. The budget for the project was approximately \$1,200,000. Geneva Construction Company has successfully completed road programs in the Village of North Aurora in the past. Attached to this memorandum is a detailed bid tabulation and recommendation letter prepared by our consulting engineering firm Engineering Enterprises, Inc.

<b>Geneva Construction Company</b> <b>PO Box 998</b> <b>Aurora, IL 60507</b>	Builders Paving, LLC. 4413 Roosevelt Road Suite 108 Hillside, IL 60162	Engineer's Estimate
<b>\$1,163,754.20</b>	\$1,256,888.00	\$1,303,506.50

The streets targeted for the 2020 Road Maintenance Program are listed in the table below. The streets marked with an asterisks (\*), will have new water main installed as part of the road maintenance program.

No	Street	From	To
1	April Ln	Briar	east end
2	Briar Ln	River St (Route 25)	April Ln
3	Dee Rd	River St (Route 25)	Hill Ave
4	Arrowhead St	Spruce St	Spruce St
5	Greenbriar Ct	April Lane	south end
6	Laurel Ln	Butterfield Rd	Dee Rd
7	*Maple Ave	Lincolnway (Route 31)	west end of street
8	*Elm Ave	Lincolnway (Route 31)	west end of street

The consulting engineer and staff are recommending the award of the bid to Geneva Construction Company in the amount of \$1,163,754.20.



*Engineering Enterprises, Inc.*

March 20, 2020

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

**Re: 2020 Annual Road Program  
Village of North Aurora  
Kane County, Illinois**

Dear Mr. Bosco:

Bids were received, opened, and tabulated for work to be done on the above referenced project at 10:00 a.m., March 19, 2020.

Engineering Enterprises Inc. recommends the acceptance of the bid and approval of award be made to the low bidder, Geneva Construction CO. P. O. Box 998, Aurora, IL 60507, in the amount of \$1,163,754.20, which is 10.72% under the Engineer's Estimate of \$1,303,506.50. Attached please find a tabulation of bids for your reference.

If you have any questions or need additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink that reads 'Joseph W. Cwynar'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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

Enclosure



<b>BID SUMMARY</b> <b>2020 ROAD PROGRAM</b> <b>VILLAGE OF NORTH AURORA</b>			
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/19/20	<b>ENGINEER'S ESTIMATE</b> 52 Wheeler Road Sugar Grove, IL 60554	<b>A LAMP CONCRETE CONTRACTORS, INC.</b> 1900 Wright Blvd. Schaumburg, IL 60193	<b>BUILDERS PAVING, LLC.</b> 4413 Roosevelt Road Suite 108 Hillside, IL 60514
<b>TOTAL BID</b>	\$1,303,506.50	NO BID	\$1,256,888.00
<b>BID BOND</b>	<b>N/A</b>	<b>N/A</b>	<b>X</b>
<b>SIGNED BID</b>	<b>N/A</b>	<b>N/A</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/19/20	<b>GENEVA CONSTRUCTION CO.</b> P.O. Box 998 Aurora, IL 60507	<b>PLOTE CONSTRUCTION, INC.</b> 1100 Brandt Drive Hoffman Estates, IL 60192	<b>SCHROEDER ASPHALT SERVICES, INC.</b> 11022 S Grant Highway Marengo, IL 60152
<b>TOTAL BID</b>	\$1,163,754.20	NO BID	NO BID
<b>BID BOND</b>	<b>X</b>	<b>N/A</b>	<b>N/A</b>
<b>SIGNED BID</b>	<b>X</b>	<b>N/A</b>	<b>N/A</b>

<b>BID TABULATION</b> <b>2020 ROAD PROGRAM</b> <b>VILLAGE OF NORTH AURORA</b>									
		<b>BID TABULATION</b> <b>BIDS RECD 3/19/2020</b>		<b>GENEVA CONSTRUCTION CO.</b> <b>P.O. BOX 998</b> <b>Aurora, IL 60507</b>		<b>BUILDERS PAVING, LLC</b> <b>4413 Roosevelt Road Suite 108</b> <b>Hillside, IL 60162</b>		<b>ENGINEER'S ESTIMATE</b> <b>52 Wheeler Road</b> <b>Sugar Grove, IL 60554</b>	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PREPARATION OF BASE	SQ YD	18,390.0	\$ 0.10	\$ 1,839.00	\$ 0.70	\$ 12,873.00	\$ 1.50	\$ 27,585.00
2	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	1,803.0	\$ 27.50	\$ 49,582.50	\$ 27.50	\$ 49,582.50	\$ 28.00	\$ 50,484.00
3	CLASS D PATCHES, 4 INCH (SPECIAL)	SQ YD	16.0	\$ 70.00	\$ 1,120.00	\$ 145.00	\$ 2,320.00	\$ 100.00	\$ 1,600.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	5,615.0	\$ 1.25	\$ 7,018.75	\$ 2.00	\$ 11,230.00	\$ 2.00	\$ 11,230.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	1,876.0	\$ 28.00	\$ 52,528.00	\$ 25.00	\$ 46,900.00	\$ 35.00	\$ 65,660.00
6	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	1,876.0	\$ 30.00	\$ 56,280.00	\$ 30.00	\$ 56,280.00	\$ 35.00	\$ 65,660.00
7	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	389.0	\$ 10.00	\$ 3,890.00	\$ 15.00	\$ 5,835.00	\$ 15.00	\$ 5,835.00
8	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, TYPE 1	SQ YD	11,575.0	\$ 2.05	\$ 23,728.75	\$ 2.70	\$ 31,252.50	\$ 2.50	\$ 28,937.50
9	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, TYPE 2	SQ YD	13,985.0	\$ 3.75	\$ 52,443.75	\$ 5.80	\$ 81,113.00	\$ 4.50	\$ 62,932.50
10	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	4,405.0	\$ 4.00	\$ 17,620.00	\$ 5.75	\$ 25,328.75	\$ 4.50	\$ 19,822.50
11	HOT-MIX ASPHALT SURFACE REMOVAL, 6"	SQ YD	277.0	\$ 6.50	\$ 1,800.50	\$ 10.00	\$ 2,770.00	\$ 10.00	\$ 2,770.00
12	BITUMINOUS MATERIALS (PRIME COAT)	POUND	41,380.0	\$ 0.01	\$ 413.80	\$ 0.01	\$ 413.80	\$ 0.10	\$ 4,138.00
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	11,995.0	\$ 0.01	\$ 119.95	\$ 0.01	\$ 119.95	\$ 0.10	\$ 1,199.50
14	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	1,035.0	\$ 70.00	\$ 72,450.00	\$ 73.50	\$ 76,072.50	\$ 75.00	\$ 77,625.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	4,380.0	\$ 60.00	\$ 262,800.00	\$ 66.50	\$ 291,270.00	\$ 70.00	\$ 306,600.00
16	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,665.0	\$ 70.00	\$ 186,550.00	\$ 75.50	\$ 201,207.50	\$ 73.00	\$ 194,545.00
17	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	3,444.0	\$ 35.00	\$ 120,540.00	\$ 33.00	\$ 113,652.00	\$ 32.00	\$ 110,208.00
18	COMBINATION CONCRETE CURB AND GUTTER (WATERMAIN)	FOOT	546.0	\$ 33.00	\$ 18,018.00	\$ 36.00	\$ 19,656.00	\$ 32.00	\$ 17,472.00
19	SIDEWALK REMOVAL	SQ FT	10,322.0	\$ 1.15	\$ 11,870.30	\$ 1.25	\$ 12,902.50	\$ 1.50	\$ 15,483.00
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	10,760.0	\$ 7.00	\$ 75,320.00	\$ 6.15	\$ 66,174.00	\$ 7.00	\$ 75,320.00
21	DETECTABLE WARNINGS	SQ FT	368.0	\$ 25.00	\$ 9,200.00	\$ 25.00	\$ 9,200.00	\$ 28.00	\$ 10,304.00
22	MANHOLES TO BE ADJUSTED	EACH	21.0	\$ 500.00	\$ 10,500.00	\$ 525.00	\$ 11,025.00	\$ 500.00	\$ 10,500.00
23	INLETS TO BE ADJUSTED	EACH	43.0	\$ 400.00	\$ 17,200.00	\$ 375.00	\$ 16,125.00	\$ 350.00	\$ 15,050.00
24	INLETS TO BE RECONSTRUCTED	EACH	3.0	\$ 1,000.00	\$ 3,000.00	\$ 1,100.00	\$ 3,300.00	\$ 1,500.00	\$ 4,500.00
25	TYPE 1 FRAME AND GRATE, CLOSED LID	EACH	15.0	\$ 360.00	\$ 5,400.00	\$ 400.00	\$ 6,000.00	\$ 350.00	\$ 5,250.00
26	TYPE 1 FRAME AND GRATE, OPEN LID	EACH	10.0	\$ 360.00	\$ 3,600.00	\$ 400.00	\$ 4,000.00	\$ 350.00	\$ 3,500.00
27	TYPE 11 FRAME AND GRATE	EACH	2.0	\$ 475.00	\$ 950.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00
28	TYPE 12 FRAME AND GRATE	EACH	6.0	\$ 475.00	\$ 2,850.00	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00
29	SANITARY MANHOLES TO BE ADJUSTED	EACH	31.0	\$ 750.00	\$ 23,250.00	\$ 825.00	\$ 25,575.00	\$ 1,000.00	\$ 31,000.00
30	B-BOXES TO BE ADJUSTED	EACH	4.0	\$ 195.00	\$ 780.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00
31	THERMOPLASTIC PAVEMENT MARKINGS - LINE 12"	FOOT	276.0	\$ 5.00	\$ 1,380.00	\$ 5.30	\$ 1,462.80	\$ 8.00	\$ 2,208.00
32	THERMOPLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	169.0	\$ 10.00	\$ 1,690.00	\$ 9.35	\$ 1,580.15	\$ 8.00	\$ 1,352.00
33	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	10.0	\$ 110.00	\$ 1,100.00	\$ 85.00	\$ 850.00	\$ 80.00	\$ 800.00
34	PORTLAND CEMENT CONCRETE DRIVEWAY (WATERMAIN)	SQ YD	10.5	\$ 75.00	\$ 787.50	\$ 85.00	\$ 892.50	\$ 80.00	\$ 840.00

BID TABULATION 2020 ROAD PROGRAM VILLAGE OF NORTH AURORA											
				BID TABULATION BIDS RECD 3/19/2020		GENEVA CONSTRUCTION CO. P.O. BOX 998 Aurora, IL 60507		BUILDERS PAVING, LLC 4413 Rosevelt Road Suite 108 Hillside, IL 60162		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
35	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	247.5	\$ 30.00	\$ 7,425.00	\$ 62.50	\$ 15,468.75	\$ 45.00	\$ 11,137.50		
36	HOT-MIX ASPHALT DRIVEWAY (WATERMAIN)	SQ YD	109.7	\$ 28.00	\$ 3,071.60	\$ 38.50	\$ 4,223.45	\$ 40.00	\$ 4,388.00		
37	BRICK PAVER REMOVAL AND RE-SET	SQ FT	56.0	\$ 13.00	\$ 728.00	\$ 13.00	\$ 728.00	\$ 20.00	\$ 1,120.00		
38	GRADING AND SHAPING DITCHES	FOOT	40.0	\$ 20.00	\$ 800.00	\$ 25.00	\$ 1,000.00	\$ 20.00	\$ 800.00		
39	RESTORATION	SQ YD	1,720.0	\$ 9.89	\$ 17,010.80	\$ 10.05	\$ 17,286.00	\$ 12.00	\$ 20,640.00		
40	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.0	\$ 26,000.00	\$ 26,000.00	\$ 12,419.35	\$ 12,419.35	\$ 20,000.00	\$ 20,000.00		
41	MISCELLANEOUS COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	29.0	\$ 62.00	\$ 1,798.00	\$ 56.00	\$ 1,624.00	\$ 40.00	\$ 1,160.00		
42	MISCELLANEOUS PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	9.0	\$ 100.00	\$ 900.00	\$ 125.00	\$ 1,125.00	\$ 150.00	\$ 1,350.00		
43	MISCELLANEOUS PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	650.0	\$ 10.00	\$ 6,500.00	\$ 15.00	\$ 9,750.00	\$ 10.00	\$ 6,500.00		
44	MISCELLANEOUS HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	20.0	\$ 55.00	\$ 1,100.00	\$ 65.00	\$ 1,300.00	\$ 50.00	\$ 1,000.00		
45	MISCELLANEOUS RESTORATION	SQ YD	40.0	\$ 20.00	\$ 800.00	\$ 20.00	\$ 800.00	\$ 20.00	\$ 800.00		
	TOTAL BASE BID (Items 1 - 45)				1,163,754.20		1,256,888.00		\$ 1,303,506.50		

% BELOW/ABOVE ENGINEER'S ESTIMATE

-10.72%

-3.58%

Geneva Construction's bid contained a math error. The as read total was \$1,171,194.20. The highlighted cells have been corrected.



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

## PERMITS

Location: IL 31 (Lincolnway Street) at Elm Avenue; at Maple Avenue; and IL 25 (River Street) at Dee Road; at Briar Lane  
Municipality: Village of North Aurora, Kane County  
Re: 2020 Street Improvement Project  
Reference No.: 045-93998

March 11, 2020

Mr. Jake Seger  
Project Engineer  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554

Dear Mr. Seger:

We have completed our review of your engineering plans for the subject location and offer the following

1. All pavement replacement within State right of way must be N70 as opposed to N50 currently shown.
2. All submitted engineering plan sets must be signed and sealed by a registered P.E. licensed in the State of Illinois.
3. Revise your plans to label roadways as the State-designated route followed by the marked route in parentheses [e.g. IL 38 (Roosevelt Road)]

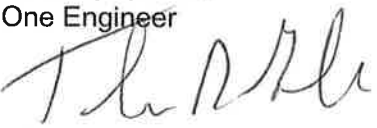
Additionally, the following items must be completed and returned to our office before the referenced file can be processed:

1. Owner's (Village of North Aurora) signature, address, and telephone number required on original Highway Permit form as Applicant, **in triplicate**.
2. General Contractor's signature, address, and telephone number required on original Highway Permit form as Witness, **in triplicate**.
3. Individual Highway Permit Bond form requires original signature and execution in the amount of \$10,000, **in triplicate**.
4. Submit five (5) 11"x17" copies of revised plans signed and sealed by a registered P.E. licensed in the State of Illinois.
5. Provide the information required on the enclosed BSPE 725 Traffic Control Authorization Request form.

If you have any questions regarding this matter, please contact Jonathan Karabowicz at (847) 705-4149.

Very truly yours,

Anthony J. Quigley, P.E.  
Region One Engineer

By:   
Thomas G. Gallenbach, P.E.  
Traffic Permit Engineer

RECEIVED

MAR 16 2020

ENGINEERING ENTERPRISES, INC



District Serial No. \_\_\_\_\_

Whereas, I (We) \_\_\_\_\_  
(Name of Applicant) (Mailing Address)

\_\_\_\_\_ hereinafter termed the Applicant,  
(City) (State)  
request permission and authority to do certain work herein described on the right-of-way of the State Highway  
known as \_\_\_\_\_ Route \_\_\_\_\_, Section \_\_\_\_\_,  
from Station \_\_\_\_\_ to Station \_\_\_\_\_  
\_\_\_\_\_ County. The work is described in detail on the attached plan or sketch and/or as follows:

All work authorized by this permit shall be completed \_\_\_\_\_ after the date this permit is approved,  
otherwise the permit becomes null and void.

**This permit is subject to the conditions and restrictions printed on the reverse side of this sheet.**

This permit is hereby accepted and its provisions agreed to this \_\_\_\_\_ day of \_\_\_\_\_,

Witness \_\_\_\_\_ Signed \_\_\_\_\_  
Applicant

\_\_\_\_\_ Mailing Address \_\_\_\_\_ Mailing Address  
\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

SIGN AND RETURN TO: Regional Engineer \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Department of Transportation

BY: \_\_\_\_\_  
Regional Engineer

**First:** The Applicant represents and warrants that he/she is the party in interest respecting this Permit and that he/she is the agent in fact with authority to bind all parties in interest to the obligations and undertakings agreed to in this Permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.

**Second:** The proposed work shall be located and constructed to the satisfaction of the Regional Engineer or his/her duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the Regional Engineer. The Applicant agrees to complete all work to the standards and specifications identified by the Regional Engineer or his/her authorized representative as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work authorized by this Permit. The Applicant agrees to restore any and all damaged portions of the highway right-of-way to the condition satisfactory to the Regional Engineer or his/her authorized representative including, but not limited to, all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Regional Engineer or his/her duly authorized representative. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the Regional Engineer or his/her authorized representative are hereby incorporated into this Permit by reference as though fully set forth herein.

**Third:** The Applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Part 6 (Temporary Traffic Control) of the Illinois Manual on Uniform Traffic Control Devices and with the traffic control plan if one is required elsewhere in the permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Applicant. The work may be done on any day except Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall be done only during daylight hours.

**Fourth:** The work performed by the Applicant is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the highway right-of-way. Signs located on or overhanging the right-of-way shall be prohibited.

**Fifth:** The Applicant shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Applicant assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the State of Illinois and each of its officers, agents, employees, invitees and others associated with it from and against any and all suits, claims, actions, losses, injuries, damages, judgments and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the State of Illinois may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the Applicant or any party in interest, jointly and severally, shall be liable and bound unto the State of Illinois for any and all expenses related thereto, including attorney's fees.

**Sixth:** The State reserves the right to make such changes, additions, repairs and relocations within its statutory limits to the facilities constructed under this permit or their appurtenances on the right-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening or maintaining of the highway and/or provide proper protection to life and property on or adjacent to the State right-of-way. However, in the event this permit is granted to construct, locate, operate and maintain utility facilities on the State right-of-way, the Applicant, upon written request by the Regional Engineer, shall perform such alterations or change of location of the facilities, without expense to the State, and should the Applicant fail to make satisfactory arrangements to comply with this request within a reasonable time, the State reserves the right to make such alterations or change of location or remove the work, and the Applicant agrees to pay for the cost incurred.

**Seventh:** This permit is effective only insofar as the Department has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work.

**Eighth:** The Construction of access driveways is subject to the regulations listed in the "Policy on Permits for Access Driveways to State Highways." If, in the future, the land use of property served by an access driveway described and constructed in accordance with this permit changes so as to require a higher driveway type as defined in that policy, the owner shall apply for a new permit and bear the costs for such revisions as may be required to conform to the regulations listed in the policy. Utility installations shall be subject to the "Policy on the Accommodation of Utilities on Right-of-Way of the Illinois State Highway System."

**Ninth:** If the work covered by this permit includes construction of additional lanes, turn lanes, median cross-overs or traffic signals on, along or adjacent to a highway under Department jurisdiction, the permittee shall use only contractor(s) approved by the Department of Transportation for the performance of said work on the State highway. A contractor currently prequalified by the Department in the work rating governing the said work shall be approved. Prior to the commencement of the said work on the State highway, the applicant shall furnish the Regional Engineer a copy of the contractor's current Certificate of Eligibility, or, if the permittee proposes to use a contractor not currently prequalified by the Department, information satisfactory to the Department evidencing the contractor's qualification and ability to perform the said work. No work on the State highway shall be performed until the Department issues an approval of the proposed contractor.



# Illinois Department of Transportation

## Individual Highway Permit Bond

Address 201 W. Center Court District One

City / State Schaumburg, IL 60196 Bond No. \_\_\_\_\_

KNOWN ALL MEN BY THE PRESENTS, That I (We) \_\_\_\_\_  
(Name of Applicant)

(Mailing Address)

as Principal, and \_\_\_\_\_  
(Surety Company)

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and licensed to do business in the State of Illinois, are held firmly bound unto the people of the State of Illinois in the penal  
sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ ) lawful money of the United States well and truly to be paid unto said people of the State  
of Illinois, for payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these  
presents.

WHEREAS, Highway Permit No. \_\_\_\_\_ Issued by the Department of Transportation

of the State of Illinois grants to \_\_\_\_\_ permission and  
authority to construct, locate, operate, and maintain the work described in said Permit, upon or adjacent to  
\_\_\_\_\_ Route \_\_\_\_\_ in \_\_\_\_\_ County as more fully

described in said Permit and Sketch, which by this reference are made a part hereof as if written herein at length, in and by  
which Permit and Sketch the said Principal has promised and agreed to perform said described operation and related  
activities in accordance with the terms and conditions of and description in said Permit and Sketch.

NOW, THEREFORE, if the said Principal shall well and truly perform said operations in accordance with the terms  
and conditions of and description in said Permit and Sketch to the satisfaction of said Department, and shall perform no  
other work or construction at said location without first applying for and receiving another permit from said Department, then  
no claim or demand will be made against the above obligation. Otherwise, this bond or so much thereof as may be  
necessary shall insure to the said Department as cost and expense to change and correct, during a period of five years  
from the date of approval of this bond by the Department, said construction to conform to the terms and conditions of and  
description in said Permit and Sketch.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This \_\_\_\_\_ Day of \_\_\_\_\_ , \_\_\_\_\_

Principal \_\_\_\_\_

Surety \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City / State \_\_\_\_\_

City / State \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

( Seal ) Attorney in Fact

( Seal )

Agent for Surety \_\_\_\_\_

Department of Transportation

Address \_\_\_\_\_

By \_\_\_\_\_

City / State \_\_\_\_\_

Regional Engineer

By \_\_\_\_\_



District One

Project \_\_\_\_\_

Marked Route \_\_\_\_\_

Location \_\_\_\_\_

County \_\_\_\_\_

Contract Number \_\_\_\_\_

Section \_\_\_\_\_

Inclusive Dates of Work \_\_\_\_\_ to \_\_\_\_\_ Work Hours 9:00 ☒ AM ☐ PM to 3:00 ☐ AM ☒ PM

Work Type ☐ Maintenance ☐ Construction ☐ Traffic ☐ Other

Describe Work \_\_\_\_\_

Contractor or Agency Performing Work \_\_\_\_\_

**Responsible Engineer:** (Construction Foreman/Superintendent, Maintenance/Traffic Field Engineer)

Name \_\_\_\_\_ Telephone No. ( ) ( )  
Office Home

(If traffic control is to be employed between 5:00 p.m. and 8:30 a.m. or on Saturday, Sunday or holidays give additional names and numbers)

Name \_\_\_\_\_ Telephone No. ( ) ( )

Name \_\_\_\_\_ Telephone No. ( ) ( )

Name \_\_\_\_\_ Telephone No. ( ) ( )

**Controls:** (Describe specific controls to be used, including reference to appropriate Highway Standards or sections of manuals, and set forth any special controls proposed).

IDOT Standards: \_\_\_\_\_

**Distribution:** District Operations/Traffic Engineer  
Project Implementation Engineer  
Field Engineer  
Resident Engineer  
ISP District

Submitted by: \_\_\_\_\_

Approved by: \_\_\_\_\_  
(District Operations/Traffic Engineer)





# Memorandum

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

**Cc:** Steve Bosco, Village Administrator

**From:** Natalie Stevens

**Date:** April 1, 2020

**Re:** Ordinance Acknowledging a State of Emergency

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On March 19, 2020, Village of North Aurora Mayor Berman issued a Proclamation of Disaster in response to COVID-19.

The Illinois Municipal Code limits the emergency declaration of the mayor to the end of the next regularly scheduled board meeting. The Village Board has the ability with the Mayor to declare an ordinance acknowledging a State of Emergency for an extended period of time. The attached ordinance acknowledges a State of Emergency in Response to COVID-19 and extends the State of Emergency for the Village of North Aurora for so long as the current Illinois State Gubernatorial Executive Orders remain in place or until such other time that the Village Board declares by further ordinance that the State of Emergency for the Village shall terminate.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

---

**ORDINANCE ACKNOWLEDGING A STATE OF EMERGENCY**  
**IN RESPONSE TO COVID-19**  
**AND EXTENDING THE STATE OF EMERGENCY**  
**FOR THE VILLAGE OF NORTH AURORA**

---

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 \_\_\_\_\_

**VILLAGE OF NORTH AURORA**

**ORDINANCE NO.**

**ORDINANCE ACKNOWLEDGING A STATE OF EMERGENCY  
IN RESPONSE TO COVID-19  
AND EXTENDING THE STATE OF EMERGENCY  
FOR THE VILLAGE OF NORTH AURORA**

**WHEREAS**, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and

**WHEREAS**, Governor Pritzker issued a Disaster Proclamation on March 9, 2020, for the State of Illinois; and

**WHEREAS**, Mayor Berman issued a Proclamation of a Disaster for the Village of North Aurora, in keeping with world, national and State declarations, on March 19, 2020, which proclamation ends upon the adjournment of the next regularly scheduled meeting of the Village Board pursuant to the authority vested in the Mayor under state law and local ordinance; and

**WHEREAS**, the total number of COVID-19 cases and deaths have risen exponentially from March 19<sup>th</sup> to the date of this ordinance around the world, in the United States, in the State of Illinois and in the County of Kane; and

**WHEREAS**, the world, national and State declarations of emergency remain in place and are likely to remain in place for the foreseeable future, and the need to remain vigilant and to respond on a weekly, daily and even hourly basis with appropriate and necessary measures in response to the viral outbreak shall continue.

**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 current state of emergency is hereby acknowledged and a state of emergency is hereby extended for the Village of North Aurora as long as the current Illinois State Gubernatorial Executive Orders remain in place or until such other time as the Village Board declares by further ordinance that the State of Emergency for the Village of North Aurora shall terminate.
3. The Village Administrator and department heads shall continue to have the authority to exercise extraordinary discretion to take any necessary and prudent actions to respond to COVID-19 and preserve the public health, safety, and welfare, including, but not limited to, the following: closing Village facilities to the public, adjusting staff work hours, cancelling non-essential meetings and trainings,

## VILLAGE OF NORTH AURORA

conducting additional cleaning of Village facilities and conducting Village business electronically or via phone where practicable, and suspending certain nonemergency Village services to limit risk to staff and the public.

4. Digital Signatures. During the state of emergency, the Mayor, Clerk, Administrator and other elected and appointed officials and staff who have authority to sign documents on behalf of the Village, including resolutions and ordinances, that require signatures may sign those documents digitally, and those documents shall have the force and effect of law and be effective for the purposes intended from and after the digital signing.

5. Bid Opening. During the state of the emergency, the all bid openings may be handled through an electronic procurement system in the presence of one or more witnesses at the time and place designated in the invitation for bids as long as the name bidder and the details and amount of each bid are recorded, and the record of the winning bid and each unsuccessful bid are made available for public inspection thereafter.

6. Mayoral Authority. The Mayor shall have all extraordinary power and authority granted pursuant to the Illinois Municipal Code (including 65 ILCS 5/11-1-6) and the North Aurora Municipal Code (including Section 2.48.040) during the state of emergency declared by this Ordinance as may be reasonably necessary to respond to the emergency

7. 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.

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