



Meeting Held Electronically

NORTH AURORA VILLAGE BOARD MEETING MONDAY, JULY 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://us02web.zoom.us/j/81834787519>

Meeting ID: 818 3478 7519

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

Village Clerk Lori Murray Recognition

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 06/15/2020 and Committee of the Whole Minutes dated 06/15/2020
2. Interim Bills List Dated 06/22/2020 FY '20 in the Amount of **\$20,824.31**
3. Interim Bills List Dated 06/22/2020 FY '21 in the Amount of **\$70,812.12**
4. Interim Bills List Dated 06/29/2020 FY' 20 in the Amount of **\$1,842.00**
5. Bills List Dated 07/06/2020 FY '20 in the Amount of **\$ 460,243.23**
6. Bills List Dated 07/06/2020 FY '21 in the Amount of **\$ 393,828.41**
7. Pay Request #5, Final, for Well #8 & 9 Transmission Mains to Patnick Construction, Inc. in the Amount of **\$49,850.30**

8. Pay Request #6, Partial, for Well #8 & 9 Electrical Facilities to Frank Marshall Electric in the Amount of **\$93,286.95**
9. Payment Request #1 for Elm Avenue and Maple Avenue Water Main Improvements to J.S. Construction in the Amount of **\$207,769.05**
10. Payment Request #1 for 2020 Street Improvement Project to Geneva Construction in the Amount of **\$215,238.97**

NEW BUSINESS

1. Approval of Ordinance Amending Section 12.20.050 Of The North Aurora Municipal Code Regarding Action On Right of Way Permit Applications
2. Approval of a Master Lease Agreement for Small Cell Facilities
3. Approval of Ordinance Amending Chapter 5.35 of the North Aurora Municipal Code Regulating Mobile Food Vending in the Village Of North Aurora
4. Approval of Special Events Permit for Raimondo's Pizza

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

Honoring Village Clerk Lori Murray for Her Dedication to the Village of North Aurora

WHEREAS, Lori Murray was appointed as the Village of North Aurora Clerk in 1999;

WHEREAS, Lori Murray believed she would be merely “filling in” for the Village Clerk position for a short time, ran for Village Clerk and was elected and has now been with the Village for twenty years spanning five successful elections with her last Village Board Meeting being July 6, 2020;

WHEREAS, during her time as Village Clerk, Lori Murray has seen many changes in leadership as she served alongside four different Village Administrators and three mayors and one interim mayor and has herself been a long-standing and vital part of our Village and Village Board;

WHEREAS, Lori Murray is not just a part of our Village Board but also served as secretary for several years on the Police Commission Board and on the North Aurora Days Committee and was also chosen as North Aurora Lions Club North Auroran of the Year for running the Friday Nite Spot program for youth in the community;

WHEREAS, Lori Murray has done an outstanding job as North Aurora’s Village Clerk and her dedication, enthusiasm, humor and kindness will certainly be missed;

NOW, THEREFORE, BE IT PROCLAIMED that I, Dale Berman, Village President, and the Board of Trustees of North Aurora on this the ____ day of _____, 2020 proclaim recognition and give thanks for twenty wonderful years of service to Clerk Lori Murray in the Village of North Aurora.

Dated this ____ day of _____, 2020

Dale Berman, Village President

ATTEST:

Natalie Stevens, Deputy Village Clerk

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
JUNE 15, 2020**

Due to the Covid-19 pandemic, the Village Board meeting was conducted live remotely via telecommunications.

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

PUBLIC HEARING

1. DCEO Rebuild Illinois Grant

Mayor Berman opened the public hearing. Public Works Director John Laskowski stated that this hearing gives the public an opportunity to comment on the grant application for the proposed improvements at Lincoln Highway and Airport Road. The project consists of widening the radii of the intersection and improving the traffic signals at that location. The hearing also allows the public to comment on the funding the village will be contributing to the project which is 25% of the grant. That amount will be \$212,000. The total project cost will be \$850,000.

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

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

CONSENT AGENDA

1. Village Board Minutes dated 06/01/2020
2. Bills List Dated 06/15/2020 FY '20 in the Amount of \$478,513.37
3. Bills List Dated 06/15/2020 FY '21 in the Amount of \$21,715.68
4. Approval of Pay Request #7, Partial, for Well #8 & 9 Pumps and Motors to Layne Christensen Company in the Amount of \$15,480.00
5. Approval of Pay Request #5, Partial, for Well #8 & 9 Electrical Facilities to Frank Marshall Electric in the Amount of \$276,525.00
6. Approval of Pay Request #2, Final, for Sullivan Road Watermain to LUC Group in the Amount of \$14,938.90
7. Approval of Resolution Accepting a Grant of Easement and Temporary Easements for the Silo Restoration and Illumination Project in the Village of North Aurora

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

NEW BUSINESS

1. Approval of Purchase of Leaf Vector from Bonnell in the Amount of \$84,621.00

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

2. Approval of Resolution Authorizing Contract Purchase of Electricity for Street Lighting Through the Northern Illinois Municipal Electric Collaborative (NIMEC) Bid Process

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

3. Approval Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number Of Class A – Large Restaurant Liquor Licenses Authorized in the Village Of North Aurora

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

4. Approval of Resolution Committing Local Funds for the DCEO Rebuild Illinois Competitive Public Infrastructure Grant in the Approximate Amount of \$212,500.00

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

5. Approval to Authorize Purchase of Three Ford Utility AWD Police Patrol Vehicles in the Amount of \$112,861.00

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

6. Approval of Waste Management Contract Amendment #2 Regarding the 2020 North Aurora Spring Clean-Up Alternative

The spring cleanup day was postponed this year and Waste Management has proposed an alternative. It will allow every resident to put out 1 bulk item a week without a sticker or an extra garbage can without a sticker. Toter customers would also be able to put one bulk item or one can of garbage for free. If the board approves this evening, it would go into effect for 3 months beginning this Friday.

The board was in favor of moving forward with this plan. Trustee Carroll asked if the additional bulk item could be yard waste. Village Administrator said that yard waste would not be allowed as a free item.

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

OLD BUSINESS - None

VILLAGE PRESIDENT

An executive order was put in place to extend the hours of operation for restaurants and bars in the Village of North Aurora until 11:00 p.m. on weeknights and 1:00 a.m. on weekends.

COMMITTEE REPORTS - None

TRUSTEES COMMENTS - None

ADMINISTRATOR'S REPORT

-Village businesses were informed about the executive order regarding new hours of operation.

-Village Hall is now open to the public with safety measures in place.

ATTORNEY'S REPORT - None

VILLAGE DEPARTMENT REPORTS

1. **Finance** - None

2. **Community Development** - None

3. **Police** - None

4. **Public Works** - None

EXECUTIVE SESSION - None

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
JUNE 15, 2020**

Due to the Covid-19 pandemic, the Village Board meeting was conducted live remotely
via telecommunications.

CALL TO ORDER

Mayor Berman called the meeting to order.

ROLL CALL

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

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

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

DISCUSSION

1. Mobile Food Vendor Amendments

Village Administrator Steve Bosco said that a subdivision in the village recently wanted to have food trucks at a neighborhood event. When staff reviewed the codes it was realized that trailers were never addressed in the code. Bosco said that staff would amend the code to create a section for trailers. At the same time, staff would loosen the restrictions a bit for food truck and trailers for private events. The current length of time that a food truck can be in place is 2 hours and the amendment would change it to 4 hours.

Community & Economic Development Director Mike Toth said that the amendment would address both public property and private property. Public property would allow for a 2-hour time period and private property 4 hours.

When staff looked at parking regulations, it was noted that some of the major roads are not addressed in the parking code. Staff then listed the major roads that would prohibit food truck parking.

Trustee Lowery said that Banbury Road was not in the list of roads. Toth said that Banbury Road is more of a residential/collector street. Lowery said there are no places between Route 25 and Sharon to park and therefore should be added to the list.

Trustee Carroll said he was okay with all of the changes except for extending the hours to four hours on private property. Carroll added that this is not the time to extend hours when every restaurant in North Aurora has just been shut down for 60 days. It is unfair to restaurants that are just opening up again. Carroll added that the food trucks do not benefit the village. They pay a \$50 permit fee but provides no sales tax revenue to the village. Trustees Lowery and Martinez agreed. Martinez said it could hurt businesses that are already struggling.

Trustee Curtis said that she has no problem with the food trucks. Curtis said that the village needs to maintain a free market within the village. Trustee Gaffino agreed and asked Village Administrator Steve Bosco about the sales tax from food trucks. Bosco said he was not sure if the sales tax is from point of sale or from where the food truck is coming from.

There was discussion regarding not allowing a food truck to be in one location for more than one time a week. The board was in favor of this suggestion as well as allowing a food truck at a private property for four hours. Banbury Road will also be added to the list of roads that do not allow food truck parking.

Bosco said he would put together some language and bring it back to the board for approval.

Motion made by Trustee Guethle and seconded by Trustee Lowery to adjourn to executive session for property acquisition.

EXECUTIVE SESSION

1. Property Acquisition

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ABlaser
 Printed: 06/22/2020 - 12:51PM
 Batch: 00505.06.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
AIM						
046510						
Flex 125- May 2020	168.00	01-430-4267	Finance Services	00032895	6/1/2020	06/23/2020
Total:	168.00	*Vendor Total				

Drendel & Jansons Law Group

028580						
Legal Services- Lincolnway/ May 2020	100.00	01-441-4260	Legal	81700	5/31/2020	06/23/2020
Legal Services- CommDev/ May 2020	350.00	01-441-4260	Legal	81701	5/31/2020	06/23/2020
Legal Services- Admin, Fin/ May 2020	1,032.50	01-430-4260	Legal	81702	5/30/2020	06/23/2020
Legal Services- PW/ May 2020	656.25	01-445-4260	Legal	81991	5/31/2020	06/23/2020
Legal Services- PD/ May 2020	717.50	01-440-4260	Legal	81992	5/30/2020	06/23/2020
Total:	2,856.25	*Vendor Total				

Fifth Third Bank

028450						
Water Tank Repair/ Farm & Fleet	52.57	01-445-4510	Equipment/IT Maint	BR05272020- 4/29/2020		06/23/2020
Gift Cards (6) For IT Computers/ Walgreens	600.00	01-445-4799	Misc. Expenditures	BR05272020- 4/29/2020		06/23/2020
12 Volt Motor/ AEG Reels	283.01	01-445-4511	Vehicle Repair and Maint	BR05272020- 4/30/2020		06/23/2020
Video Meeting Service/ Zoom	14.99	01-430-4411	Office Expenses	DA05272020- 4/26/2020		06/23/2020
Laptop Cases & Wireless Mice/ Amazon	75.46	01-430-4870	Equipment	DA05272020- 4/29/2020		06/23/2020
KN95 Masks, Water Dept/ Amazon	341.20	01-430-4799	Misc.	DA05272020- 4/30/2020		06/23/2020
IPhone Case- Bosco/ Amazon	28.78	01-430-4870	Equipment	DA05272020- 5/1/2020		06/23/2020
Vido Camera & Accessories/ Amazon	1,369.38	01-430-4870	Equipment	DA05272020- 5/1/2020		06/23/2020
Airfare Ticket Credit- Hansen/ Southwest	-438.99	01-430-4870	Equipment	DA05272020- 5/1/2020		06/23/2020
Camera Tripod & Memory Card/ Amazon	158.97	01-430-4870	Equipment	DA05272020- 5/7/2020		06/23/2020
Spam Filter Software Yrly Maint/ Vamsoft	388.08	01-430-4512	Website Maintenance	DA05272020- 5/7/2020		06/23/2020
Video Meeting Service/ Zoom	14.99	01-430-4411	Office Expenses	DA05272020- 5/27/2020		06/23/2020
Hand Sanitizer/ Office Depot	517.40	01-440-4411	Office Expenses	DC05272020- 5/7/2020		06/23/2020
Office Supplies/ Office Depot	18.50	01-440-4411	Office Expenses	DC05272020- 5/19/2020		06/23/2020
Hand Sanitizer/ Tito's Hand Cleanser	90.78	01-440-4799	Misc.	DF05272020- 5/26/2020		06/23/2020
Investigation Tool/ Lexis Nexis	150.00	01-440-4555	Investigations	JD05272020- 5/4/2020		06/23/2020
Embroidery/ Fast Color	174.00	01-440-4555	Investigations	JG05272020- 5/7/2020		06/23/2020
Training - Cancellation COVID/ Hilton	-1,099.56	01-440-4370	Conferences & Travel	JG05272020- 5/19/2020		06/23/2020
ET Camera Equipment/ B&H Photo	922.12	01-440-4557	Evidence Processing	MQ05272020 5/15/2020		06/23/2020
Professional Certifications/ ICC	215.00	01-441-4380	Training	MT05272020- 5/15/2020		06/23/2020
Annual Membership/ ICMA	1,256.00	01-430-4390	Dues & Meetings	SB05272020- 5/13/2020		06/23/2020
Online Subscription/ Daily Herald	9.99	01-440-4652	Phones and Connectivity	SBZ05272020 4/30/2020		06/23/2020
Sonic Cleaner Basket/ Amazon	18.16	01-440-4383	Firearm Training	SBZ05272020 5/3/2020		06/23/2020
Emergency Operations Plan Copies (34)/ FedEx	949.23	01-440-4558	Emergency Management	SBZ05272020 5/19/2020		06/23/2020
Total:	6,110.06	*Vendor Total				

Water Resources

010380

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Meters & MIUs/ Reissue Check	11,690.00	60-445-4480	New Meters,rprs. & Rplcmnts.	33798	1/17/2020	06/23/2020
Total:	11,690.00	*Vendor Total				
Report Total:	20,824.31					

Accounts Payable

To Be Paid Proof List

User: ABlaser
Printed: 06/22/2020 - 1:01PM
Batch: 00506.06.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ June 2020	34,820.07	01-440-4130	Health Insurance	06222020-01	6/22/2020	06/22/2020
Health Insurance- Admin/ June 2020	7,644.43	01-430-4130	Health Insurance	06222020-02	6/22/2020	06/22/2020
Health Insurance- CommDev/ June 2020	3,396.96	01-441-4130	Health Insurance	06222020-03	6/22/2020	06/22/2020
Health Insurance- PW/ June 2020	12,217.94	01-445-4130	Health Insurance	06222020-04	6/22/2020	06/22/2020
Health Insurance- Water/ June 2020	8,054.64	60-445-4130	Health Insurance	06222020-05	6/22/2020	06/22/2020
Health Insurance- Retirees/ June 2020	1,934.55	01-000-2055	Payroll Deductions	06222020-06	6/22/2020	06/22/2020
Health Insurance- Police Pension/ June 2020	2,197.44	01-000-2055	Payroll Deductions	06222020-07	6/22/2020	06/22/2020
Life Insurance- PD/ June 2020	96.41	01-440-4135	Life Insurance	06222020-08	6/22/2020	06/22/2020
Life Insurance- PW/ June 2020	34.21	01-445-4135	Life Insurance	06222020-09	6/22/2020	06/22/2020
Life Insurance- Admin/ June 2020	18.66	01-430-4135	Life Insurance	06222020-10	6/22/2020	06/22/2020
Life Insurance- CommDev/ June 2020	12.44	01-441-4135	Life Insurance	06222020-11	6/22/2020	06/22/2020
Life Insurance- Water/ June 2020	15.55	60-445-4135	Life Insurance	06222020-12	6/22/2020	06/22/2020
Voluntary Life Insurance/ June 2020	368.82	01-000-2052	Voluntary Life Insurance	06222020-13	6/22/2020	06/22/2020
Total:	70,812.12	*Vendor Total				
Report Total:	70,812.12					

Accounts Payable

To Be Paid Proof List

User: ABlaser
Printed: 06/29/2020 - 12:27PM
Batch: 00507.06.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
St. Charles Trading, Inc.						
033210						
Salt	1,842.00	60-445-4438	Salt - Treatment	IN2009339	4/17/2020	06/29/2020
Total:	1,842.00	*Vendor Total				
Report Total:	1,842.00					

Accounts Payable

To Be Paid Proof List

User: ABlaser
 Printed: 06/30/2020 - 1:07PM
 Batch: 00501.07.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
B & F Construction						
015600						
Building Inspections- May 2020	3,874.40	01-441-4276	Inspection Services	12836	6/8/2020	07/06/2020
SFR Review- 302 Lake Run	1,367.62	01-441-4276	Inspection Services	53805	5/27/2020	07/06/2020
Plan Review- NA Smiles	225.00	90-000-E045	North Aurora Smiles	53866	6/8/2020	07/06/2020
Total:	5,467.02	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 4 S. Willowway	68.97	10-445-4660	Street Lighting and Poles	0146092024	6/8/2020	07/06/2020
Street Lights/ 1802 Orchard Gateway	186.00	10-445-4660	Street Lighting and Poles	0562144049	6/8/2020	07/06/2020
Street Lights/ 1901 Orchard Gateway	43.48	10-445-4660	Street Lighting and Poles	0835082016	6/5/2020	07/06/2020
Street Lights/ 1051 Kettle	27.00	10-445-4660	Street Lighting and Poles	1083133047	6/5/2020	07/06/2020
East Tower Electric	42.93	60-445-4662	Utility	1313136025	6/9/2020	07/06/2020
Street Lights/ 1200 Orchard Gateway	218.97	10-445-4660	Street Lighting and Poles	1344158042	6/8/2020	07/06/2020
Street Lights/ Randall & Ice Cream	9.72	10-445-4660	Street Lighting and Poles	1543019148	6/8/2020	07/06/2020
Street Lights/ Comiskey & Orchard	54.09	10-445-4660	Street Lighting and Poles	2313121105	6/8/2020	07/06/2020
Street Lights/ 19 N Lincolnway	64.48	10-445-4660	Street Lighting and Poles	2985029045	6/8/2020	07/06/2020
Well #8 5/14/20 - 6/5/20	1,971.38	60-445-4662	Utility	4026128016	6/8/2020	07/06/2020
Total:	2,687.02	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Well #6 5/5/20 - 6/4/20	4,326.54	60-445-4662	Utility	17602995301	6/16/2020	07/06/2020
Well #7 5/8/20 - 6/9/20	5,795.28	60-445-4662	Utility	17603033570	6/10/2020	07/06/2020
Street Lights/ Orchard & Deerpath	40.91	10-445-4660	Street Lighting and Poles	17609942101	6/8/2020	07/06/2020
Street Lights/ Orchard & Oak	123.75	10-445-4660	Street Lighting and Poles	17609948001	6/8/2020	07/06/2020
Street Lights/ Orchard Gateway	236.44	10-445-4660	Street Lighting and Poles	17609959601	6/8/2020	07/06/2020
Street Lights/ Orchard & White Oak	84.29	10-445-4660	Street Lighting and Poles	17609967001	6/8/2020	07/06/2020
Street Lights/ Orchard Gateway	132.42	10-445-4660	Street Lighting and Poles	17609971801	6/8/2020	07/06/2020
Well #4/ WTP 5/7/20 - 6/8/20	7,382.61	60-445-4662	Utility	17620834301	6/9/2020	07/06/2020
Well #5/ ETP 5/8/20 - 6/9/20	8,560.27	60-445-4662	Utility	17630461401	6/10/2020	07/06/2020
Total:	26,682.51	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Construction Engineering/ May 2020	993.25	10-445-4255	Engineering	69164&69163	6/11/2020	07/06/2020
2020 Roads Engineering/ May 2020	13,185.86	21-450-4255	Engineering	69164&69163	6/11/2020	07/06/2020
Elm & Maple Construction/ May 2020	16,519.26	60-460-4255	Engineering	69164&69163	6/11/2020	07/06/2020
Total:	30,698.37	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Frank Marshall Electric						
028510						
Well #8 Electrical Facilities- Pay Req #6	46,643.47	60-470-4875	Capital Improvements	NA-583E-01	6/24/2020	07/06/2020
Well #9 Electrical Facilities- Pay Req #6	46,643.48	60-471-4875	Capital Improvements	NA-583E-02	6/24/2020	07/06/2020
Total:	93,286.95	*Vendor Total				
Gerald Ford						
467768						
Squad Repair	272.71	01-440-4511	Vehicle Repair and Maint	6008652/1	6/18/2020	07/06/2020
Squad Repair	75.50	01-440-4511	Vehicle Repair and Maint	6008863/1	6/18/2020	07/06/2020
Total:	348.21	*Vendor Total				
Global Med Industries, LLC						
047750						
AED Supplies- VH	169.00	01-445-4520	Public Buildings Rpr & Mtce	HS357361	5/20/2020	07/06/2020
Total:	169.00	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
RTU 3 @ PD- Motor Replaced	3,763.00	01-445-4520	Public Buildings Rpr & Mtce	37982	5/20/2020	07/06/2020
Total:	3,763.00	*Vendor Total				
J & S Construction						
029060						
Water Main Install & Testing/ Pay Req #1	207,769.05	60-460-4875	Capital Improvements	06122020	6/12/2020	07/06/2020
Total:	207,769.05	*Vendor Total				
Juquilita Tacos						
045460						
Refund- NA Day 2020	400.00	15-385-3870	North Aurora Days Revenue	06252020	6/25/2020	07/06/2020
Total:	400.00	*Vendor Total				
Konica Minolta						
024860						
Copier Maint- PD	62.85	01-440-4510	Equipment/IT Maint	265102264	4/29/2020	07/06/2020
Copier Maint- PD	43.42	01-440-4510	Equipment/IT Maint	265102268	3/30/2020	07/06/2020
Copier Usage- Admin/ May 2020	23.45	01-430-4411	Office Expenses	9006830328-C	6/1/2020	07/06/2020
Copier Usage- PW/ May 2020	23.46	01-445-4411	Office Expenses	9006830328-C	6/1/2020	07/06/2020
Copier Usage- Water/ May 2020	23.46	60-445-4411	Office Expenses	9006830328-C	6/1/2020	07/06/2020
Copier Usage- CommDev/ May 2020	23.46	01-441-4411	Office Expenses	9006830328-C	6/1/2020	07/06/2020
Printer Maint- PW Garage	35.47	01-445-4411	Office Expenses	9006830423	6/1/2020	07/06/2020
Total:	235.57	*Vendor Total				
L. W. Meyer & Son, Inc.						
022050						
Tools	145.37	60-445-4568	Watermain Rprs. & Rplcmts.	921683	5/29/2020	07/06/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	145.37	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Payroll Processing- May 2020	700.00	01-430-4267	Finance Services	5203101	5/31/2020	07/06/2020
Total:	700.00	*Vendor Total				
Muller & Muller, Ltd.						
467647						
Silo Electrical Package Review	1,625.00	12-438-4255	Engineering	171014-14	6/28/2020	07/06/2020
Total:	1,625.00	*Vendor Total				
Municipal Electronics Division, LLC						
020440						
Radar Cert	480.00	01-440-4510	Equipment/IT Maint	067244	3/20/2020	07/06/2020
Total:	480.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Motor Tune- Up Freight	33.24	01-445-4511	Vehicle Repair and Maint	350746-01	5/15/2020	07/06/2020
Squad Parts	68.24	01-440-4511	Vehicle Repair and Maint	350746-02	5/15/2020	07/06/2020
Total:	101.48	*Vendor Total				
Office Depot						
039370						
Office Supplies	14.63	01-430-4411	Office Expenses	50224279500	5/29/2020	07/06/2020
Office Supplies	14.63	01-445-4411	Office Expenses	50224279500	5/29/2020	07/06/2020
Office Supplies	14.63	60-445-4411	Office Expenses	50224279500	5/29/2020	07/06/2020
Office Supplies	14.63	01-441-4411	Office Expenses	50224279600	5/29/2020	07/06/2020
Total:	58.52	*Vendor Total				
Patnick Construction, Inc.						
049880						
Well #8 Transmission Main- Pay Req #5	24,925.15	60-470-4875	Capital Improvements	NA-583B-01	6/24/2020	07/06/2020
Well #9 Transmission Main- Pay Req #5	24,925.15	60-471-4875	Capital Improvements	NA-583B-02	6/24/2020	07/06/2020
Total:	49,850.30	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Meter 1/1/20 - 6/30/20	22.72	01-430-4411	Office Expenses	1015768938-C	6/10/2020	07/06/2020
Postage Meter 1/1/20 - 6/30/20	22.72	01-445-4411	Office Expenses	1015768938-C	6/10/2020	07/06/2020
Postage Meter 1/1/20 - 6/30/20	22.73	60-445-4411	Office Expenses	1015768938-C	6/10/2020	07/06/2020
Postage Meter 1/1/20 - 6/30/20	22.73	01-441-4411	Office Expenses	1015768938-C	6/10/2020	07/06/2020
Postage Meter 4/1/20 - 6/30/20	47.25	01-430-4411	Office Expenses	1015772370-C	6/10/2020	07/06/2020
Postage Meter 4/1/20 - 6/30/20	47.25	01-445-4411	Office Expenses	1015772370-C	6/10/2020	07/06/2020
Postage Meter 4/1/20 - 6/30/20	47.25	60-445-4411	Office Expenses	1015772370-C	6/10/2020	07/06/2020
Postage Meter 4/1/20 - 6/30/20	47.25	01-441-4411	Office Expenses	1015772370-C	6/10/2020	07/06/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	279.90	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Eng Services- 750 MG Tower Specs & Plans/ M	4,660.50	60-472-4255	Engineering	26961	8/7/2019	07/06/2020
Eng Services- 750 MG Tower Geotech/ May 20	9,776.00	60-472-4255	Engineering	27017A	8/7/2019	07/06/2020
Lot Grading/ May 2020	291.00	01-441-4255	Engineering	27451	6/12/2020	07/06/2020
Eng Services- AFIR Prep & Submittal/ May 20	112.00	01-445-4255	Engineering	27452	6/12/2020	07/06/2020
Eng Services- LV/ May 2020	6,223.56	90-000-E232	DR Horton - FV Golf Course	27455	6/12/2020	07/06/2020
Eng Services- Well #8 Construction/ May 2020	5,658.91	60-470-4255	Engineering	27456-01	6/12/2020	07/06/2020
Eng Services- Well #9 Construction/ May 2020	5,658.91	60-471-4255	Engineering	27456-02	6/12/2020	07/06/2020
Electrical Work- Central Tower/ May 2020	1,440.00	60-472-4255	Engineering	27457	6/12/2020	07/06/2020
Eng Services- Sullivan Rd Watermain Insp/ Ma	811.50	60-460-4255	Engineering	27458	6/12/2020	07/06/2020
Total:	34,632.38	*Vendor Total				
RS Concessions						
039280						
Refund- NA Days 2020	400.00	15-385-3870	North Aurora Days Revenue	06252020	6/25/2020	07/06/2020
Total:	400.00	*Vendor Total				
Suzie's Fun Foods						
036430						
Refund- NA Days 2020	400.00	15-385-3870	North Aurora Days Revenue	06252020	6/25/2020	07/06/2020
Total:	400.00	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Final Water Bills- May 2020	63.58	60-445-4507	Printing	24911	5/31/2020	07/06/2020
Total:	63.58	*Vendor Total				
Report Total:	460,243.23					

Accounts Payable

To Be Paid Proof List

User: ABlaser
Printed: 07/01/2020 - 2:34PM
Batch: 00502.07.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
A.I.D. Victims Services Program						
034850						
Annual Fee	5,000.00	01-440-4498	Community Service	06022020	6/2/2020	07/06/2020
Total:	5,000.00	*Vendor Total				
AIM						
046510						
Flex Admin- June 2020	168.00	01-430-4267	Finance Services	00033042	7/1/2020	07/06/2020
Total:	168.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- VH	127.03	01-445-4520	Public Buildings Rpr & Mtce	5559312	7/1/2020	07/06/2020
Pest Control- PD	91.00	01-445-4520	Public Buildings Rpr & Mtce	5561837	7/1/2020	07/06/2020
Pest Control- TPs	85.00	60-445-4565	Water Well Rpr & Mtce	5562206	7/1/2020	07/06/2020
Pest Control- TPs	150.00	60-445-4565	Water Well Rpr & Mtce	5562208	7/1/2020	07/06/2020
Pest Control- Well #5	40.00	60-445-4565	Water Well Rpr & Mtce	5564077	7/1/2020	07/06/2020
Total:	493.03	*Vendor Total				
Atlas Bobcat, Inc.						
029330						
72" Sweeper	4,729.00	71-430-4870	Equipment	Q57725	6/10/2020	07/06/2020
Total:	4,729.00	*Vendor Total				
Aurora Regional						
034120						
Annual Membership Renew & Tech Upgrade	515.00	01-410-4390	Dues & Meetings	237805	7/1/2020	07/06/2020
Total:	515.00	*Vendor Total				
BDK Door Company						
030150						
Door Repair- VH	125.00	01-445-4520	Public Buildings Rpr & Mtce	23713	6/10/2020	07/06/2020
Total:	125.00	*Vendor Total				
Bonnell Industries						
035410						
Leaf Vac Machine	84,621.60	71-430-4870	Equipment	0133963	5/11/2020	07/06/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	84,621.60	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ Silo 8 W State Street	6.68	10-445-4660	Street Lighting and Poles	1047147081	6/8/2020	07/06/2020
Total:	6.68	*Vendor Total				
D. Stallings Remodeling & Installation						
467992						
Glass At Counter Windows (2), Speaker Tubes	3,606.00	01-445-4520	Public Buildings Rpr & Mtce	19900	6/9/2020	07/06/2020
Total:	3,606.00	*Vendor Total				
Dependent Specialists, Inc.						
467976						
Dependent Care Audit	1,000.00	01-430-4267	Finance Services	2098	6/2/2020	07/06/2020
Total:	1,000.00	*Vendor Total				
Dunteman Turf Farms, LLC						
036050						
Sod	159.66	01-445-4544	Storm Drain Maintenance	5436	6/8/2020	07/06/2020
Total:	159.66	*Vendor Total				
Entenmann-Rovin Co.						
000450						
New Officer Badges	944.90	01-440-4160	Uniform Allowance	0152287-IN	6/17/2020	07/06/2020
Total:	944.90	*Vendor Total				
Feece Oil						
031060						
Generator Fuel	2,541.55	01-445-4440	Gas & Oil	1898720	6/18/2020	07/06/2020
Mid-Grade Fuel	2,385.79	71-000-1340	Gas/Diesel Escrow	3709525	6/18/2020	07/06/2020
Total:	4,927.34	*Vendor Total				
Frank Marshall Electric						
028510						
Repair Lights @ WTP	605.27	60-445-4567	Treatment Plant Repair/Maint	90712	6/16/2020	07/06/2020
Total:	605.27	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Maintain Lighting- PD	872.50	01-445-4520	Public Buildings Rpr & Mtce	8214	6/11/2020	07/06/2020
Total:	872.50	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Fulton Technologies, Inc.						
018000						
Siren Testing	1,852.51	01-445-4520	Public Buildings Rpr & Mtce	1767	6/23/2020	07/06/2020
Total:	1,852.51	*Vendor Total				
Geneva Construction Co.						
000530						
2020 Road Program- Pay Req #1	215,238.97	21-450-4875	Capital Improvements	06262020	6/26/2020	07/06/2020
Total:	215,238.97	*Vendor Total				
Global Water Technology, Inc.						
467862						
Monthly Water Treatm	200.00	01-445-4520	Public Buildings Rpr & Mtce	47041	6/5/2020	07/06/2020
Total:	200.00	*Vendor Total				
Harris Computer Systems						
041620						
City View Annual Maintenance	17,708.39	01-430-4510	Equipment/IT Maint	MN00131416	6/29/2020	07/06/2020
Total:	17,708.39	*Vendor Total				
Kane County Chiefs of						
001920						
Membership Fees	750.00	01-440-4390	Dues & Meetings	1176	5/2/2020	07/06/2020
Total:	750.00	*Vendor Total				
Kiesler's Police Supply, Inc.						
039910						
Ammo	5,970.52	01-440-4380	Training	IN137135	6/9/2020	07/06/2020
Ammo	368.00	01-440-4380	Training	IN138044	6/18/2020	07/06/2020
Total:	6,338.52	*Vendor Total				
Lauren Bullis						
467993						
Televising Sanitary Sewer Service Reimb	250.00	18-445-4570	Sewers Rpr & Mtce	06222020	6/22/2020	07/06/2020
Total:	250.00	*Vendor Total				
Menards						
016070						
Trash Bags, Cleaner, Dish Soap	50.82	01-445-4421	Custodial Supplies	42536	6/9/2020	07/06/2020
Custodial Supplies- PW Garage	20.13	01-445-4421	Custodial Supplies	43070	6/16/2020	07/06/2020
Total:	70.95	*Vendor Total				
Micro Technology Services, Inc.						
041630						
Maint Contract 6/1/20 - 7/31/21	2,500.00	01-440-4510	Equipment/IT Maint	00925313	6/9/2020	07/06/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	2,500.00	*Vendor Total				
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Mid American Water						
013680						
Plug & Manhole Brick	320.00	01-445-4544	Storm Drain Maintenance	175023A	6/1/2020	07/06/2020
Manhole Adj Ring	228.00	01-445-4544	Storm Drain Maintenance	175236A	6/5/2020	07/06/2020
<hr/>						
Total:	548.00	*Vendor Total				
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Miner Electronics Corporation						
3383						
Squad Repair	62.50	01-440-4511	Vehicle Repair and Maint	270277	6/12/2020	07/06/2020
<hr/>						
Total:	62.50	*Vendor Total				
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Mooney & Thomas, Pc						
001040						
Pension Payments- June 2020	65.00	80-430-4581	Banking Services/Fees	00813 520310	6/22/2020	07/06/2020
<hr/>						
Total:	65.00	*Vendor Total				
<hr/>						
Municode						
038650						
Municipal Code Hosting	950.00	01-410-4260	Legal	00344562	6/8/2020	07/06/2020
<hr/>						
Total:	950.00	*Vendor Total				
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North Aurora NAPA, Inc.						
038730						
Light Tower Parts	18.76	01-440-4511	Vehicle Repair and Maint	352759	6/9/2020	07/06/2020
Light Tower Parts	37.80	01-440-4511	Vehicle Repair and Maint	352762	6/9/2020	07/06/2020
Touch Up Tube	14.81	01-445-4511	Vehicle Repair and Maint	353012	6/11/2020	07/06/2020
PW Tools	25.48	01-445-4870	Equipment	353140	6/12/2020	07/06/2020
<hr/>						
Total:	96.85	*Vendor Total				
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North East Multi-Regional						
001520						
Yearly Membership 7/1/20 - 7/1/21	2,945.00	01-440-4390	Dues & Meetings	272028	3/30/2020	07/06/2020
<hr/>						
Total:	2,945.00	*Vendor Total				
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Office Depot						
039370						
Office Supplies	24.98	01-430-4411	Office Expenses	50569336200	6/4/2020	07/06/2020
Office Supplies	7.74	01-445-4411	Office Expenses	50569336200	6/4/2020	07/06/2020
Office Supplies	7.74	60-445-4411	Office Expenses	50569336200	6/4/2020	07/06/2020
Office Supplies	7.74	01-441-4411	Office Expenses	50569336200	6/4/2020	07/06/2020
Office Supplies	6.92	01-430-4411	Office Expenses	50569388200	6/4/2020	07/06/2020
Office Supplies	21.41	01-430-4411	Office Expenses	50638144000	6/5/2020	07/06/2020
Office Supplies	21.41	01-445-4411	Office Expenses	50638144000	6/5/2020	07/06/2020
Office Supplies	21.42	60-445-4411	Office Expenses	50638144000	6/5/2020	07/06/2020
Office Supplies	21.42	01-441-4411	Office Expenses	50638144000	6/5/2020	07/06/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Supplies	19.74	01-430-4411	Office Expenses	50662606400	6/16/2020	07/06/2020
Office Supplies	19.74	01-445-4411	Office Expenses	50662606400	6/16/2020	07/06/2020
Office Supplies	19.74	60-445-4411	Office Expenses	50662606400	6/16/2020	07/06/2020
Office Supplies	19.74	01-441-4411	Office Expenses	50662606400	6/16/2020	07/06/2020
Office Supplies	16.52	01-430-4411	Office Expenses	50911750700	6/11/2020	07/06/2020
Office Supplies	16.52	01-445-4411	Office Expenses	50911750700	6/11/2020	07/06/2020
Office Supplies	16.52	60-445-4411	Office Expenses	50911750700	6/11/2020	07/06/2020
Office Supplies	16.52	01-441-4411	Office Expenses	50911750700	6/11/2020	07/06/2020
Office Supplies	13.28	01-430-4411	Office Expenses	51055370300	6/15/2020	07/06/2020
Office Supplies	13.28	01-445-4411	Office Expenses	51055370300	6/15/2020	07/06/2020
Office Supplies	13.29	60-445-4411	Office Expenses	51055370300	6/15/2020	07/06/2020
Office Supplies	13.29	01-445-4411	Office Expenses	51055370300	6/15/2020	07/06/2020
Office Supplies	14.75	01-430-4411	Office Expenses	51275955200	6/18/2020	07/06/2020
Office Supplies	14.75	01-445-4411	Office Expenses	51275955200	6/18/2020	07/06/2020
Office Supplies	23.27	60-445-4411	Office Expenses	51275955200	6/18/2020	07/06/2020
Office Supplies	14.75	01-441-4411	Office Expenses	51275955200	6/18/2020	07/06/2020
Total:	406.48	*Vendor Total				
Paddock Publications, Inc.						
026910						
Public Hearing Ad	98.90	01-445-4506	Publishing	148982	6/6/2020	07/06/2020
Total:	98.90	*Vendor Total				
Paul L Buddy Plumbing & Heating						
021070						
Backflow Inspections	1,012.50	01-445-4520	Public Buildings Rpr & Mtce	29494-01	6/2/2020	07/06/2020
Backflow Inspections	1,012.50	60-445-4567	Treatment Plant Repair/Maint	29494-02	6/2/2020	07/06/2020
Total:	2,025.00	*Vendor Total				
R.C. Wegman Construction Company						
467994						
Silo Rehab- Pay Req #1	27,000.00	12-480-4875	Capital Improvements	06292020	6/29/2020	07/06/2020
Total:	27,000.00	*Vendor Total				
Rental Max						
031050						
Cutter Sod 18"	129.79	01-445-4530	Public Grounds/Parks Maint	418205-3	6/5/2020	07/06/2020
Total:	129.79	*Vendor Total				
Society For Human Resource Management						
467692						
SHRM Membership- Flatt	219.00	01-430-4390	Dues & Meetings	05292020	6/29/2020	07/06/2020
Total:	219.00	*Vendor Total				
Sun Life Financial						
033620						
Dental Insurance- Admin/ July 2020	140.22	01-430-4136	Dental Insurance	06302020-01	6/30/2020	07/06/2020
Dental Insurance- CommDev/ July 2020	59.19	01-441-4136	Dental Insurance	06302020-02	6/30/2020	07/06/2020
Dental Insurance- PD/ July 2020	480.37	01-440-4136	Dental Insurance	06302020-03	6/30/2020	07/06/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Dental Insurance- PW/ July 2020	213.23	01-445-4136	Dental Insurance	06302020-04	6/30/2020	07/06/2020
Dental Insurance- Water/ July 2020	22.86	60-445-4136	Dental Insurance	06302020-05	6/30/2020	07/06/2020
Dental Insurance- Employee/ July 2020	1,030.93	01-000-2054	Insurance Employee Reimburse	06302020-06	6/30/2020	07/06/2020
Total:	1,946.80	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Newsletter- June 2020	1,266.41	01-430-4507	Printing	24938-01	6/11/2020	07/06/2020
Water Bills- June 2020	1,868.44	60-445-4507	Printing	24938-02	6/11/2020	07/06/2020
Total:	3,134.85	*Vendor Total				
Vessel, Inc.						
041490						
Topsoil For Entry Sign	180.00	01-445-4530	Public Grounds/Parks Maint	20-1862	6/10/2020	07/06/2020
Restoration Dirt	360.00	60-445-4568	Watermain Rprs. & Rplcmts.	20-1869-01	6/16/2020	07/06/2020
Top Soil For Entry Sign	360.00	01-445-4530	Public Grounds/Parks Maint	20-1869-02	6/16/2020	07/06/2020
Total:	900.00	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint- June 2020	200.00	01-430-4512	Website Maintenance	28914	6/3/2020	07/06/2020
Total:	200.00	*Vendor Total				
Winzer Corporation						
047560						
Touchless Dispensers- VH	416.92	01-445-4421	Custodial Supplies	6646338	6/18/2020	07/06/2020
Total:	416.92	*Vendor Total				
Report Total:	393,828.41					



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

June 24, 2020

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

Attn: John Laskowski

Re Well No. 8 & Well No. 9 Transmission Mains
Pay Request No. 5, Partial

File: NA-583B

Dear Mr. Laskowski,

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 5, Partial as submitted by Patnick Construction, Inc. of Franklin Park, Illinois for the Well No. 8 and Well No. 9, Transmission Main Project awarded March 5, 2019 in the amount of \$452,270.05. The amount of payment requested is Forty-Nine Thousand, Eight Hundred Fifty Dollars and Thirty Cents (\$49,850.30)

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 5, Partial (3 Copies).
2. Contractor's Pay Request No. 5, Partial in the amount of \$49,850.30 along with the Contractor's Waiver of Lien and Certified Payroll (1 copy).
3. The Engineer's Approval of Payment No. 5, Partial in the amount of \$49,850.30 (3 copies).

Contractor has completed all of the raw water transmission main installation for both Well No. 8 and Well No.9. The raw water transmission main installation for Well No.8 was on hold until the site dried out last winter. The watermain has been successfully pressure tested and chlorinated. All of the restoration work for both raw water transmission mains has been successfully completed. All punchlist items have been addressed. The 1% retainage will be released this fall when all restoration has been re-inspected to ensure a successful stand of grass has been established.

Village of North Aurora
Attn: Mr. John Laskowski

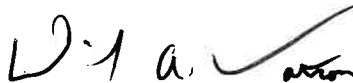
Well No. 9, Contract No 1 - Drilling
June 24, 2020
Page 2 of 2

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 5, Partial in the amount of \$49,850.30. 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, Patnick Construction, Inc., 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 NOS. 8 & 9 TRANSMISSION MAIN
VILLAGE OF NORTH AURORA**

6/19/2020

NA-553B

NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	AWARDED AMOUNTS		CONSTRUCTED AMOUNTS	
				UNIT PRICE	EXTENDED AMOUNT	QUANTITY	EXTENDED AMOUNT
1	WATERMAIN CONSTRUCTION, 12" DIP CL 52	3,512	LF	\$69.00	\$242,328.00	3649.0	\$251,781.00
2	WATERMAIN CONSTRUCTION, DIRECTIONALLY DRILLED, 12" DIP CL 52	77	LF	\$272.00	\$20,944.00	0.0	\$0.00
3	WATERMAIN CONSTRUCTION, 6" DIP CL 52	28	LF	\$36.00	\$1,008.00	42.0	\$1,512.00
4	POLYETHYLENE ENCASEMENT	3,641	LF	\$0.75	\$2,730.75	3602.0	\$2,701.50
5	FITTINGS BODY CASTING WEIGHT	3,030	LBS	\$0.01	\$30.30	2693.0	\$26.93
6	REINFORCED P.C. CONCRETE THRUST BLOCK	25	EA	\$5.00	\$125.00	25.0	\$125.00
7	RESTRAINED JOINT (ALL DIAMETERS AS NEEDED)	12	EA	\$120.00	\$1,440.00	15.0	\$1,800.00
8	TRENCH BACKFILL, CA-6	269	CY	\$24.00	\$6,456.00	234.0	\$5,616.00
9	NON-PRESSURE CONNECTION/DISCONNECTION TO EXISTING WATERMAIN,	2	EA	\$3,600.00	\$7,200.00	1.0	\$3,600.00
10	RESILIENT-SEATED GATE VALVE, 6"	4	EA	\$710.00	\$2,840.00	5.0	\$3,550.00
11	RESILIENT-SEATED GATE VALVE, 12"	4	EA	\$3,100.00	\$12,400.00	5.0	\$15,500.00
12	MARKER	4	EA	\$55.00	\$220.00	4.0	\$220.00
13	LOCATING BOX WITH MARKER	6	EA	\$250.00	\$1,500.00	8.0	\$2,000.00
14	VALVE VAULT WITH FRAME AND LID, 60" DIA.	4	EA	\$1,425.00	\$5,700.00	4.0	\$5,700.00
15	VALVE BOX	4	EA	\$220.00	\$880.00	5.0	\$1,100.00
16	FIRE HYDRANT, 6"	4	EA	\$3,950.00	\$15,800.00	5.0	\$19,750.00
17	NITRILE GASKET	3	EA	\$1.00	\$3.00	3.0	\$3.00
18	TOPSOIL FURNISHED AND PLACED, 6"	10,770	SY	\$5.00	\$53,850.00	1829.0	\$9,145.00
19	SEEDING, CLASS 1 (WITH FERTILIZER)	5,320	SY	\$1.50	\$7,980.00	6003.0	\$9,004.50
20	SEEDING, CLASS 4B (WITH FERTILIZER)	5,450	SY	\$1.50	\$8,175.00	2500.0	\$3,750.00
21	EROSION CONTROL BLANKET	10,770	SY	\$1.50	\$16,155.00	6193.0	\$9,289.50
22	SILT FENCE (PERIMETER EROSION CONTROL BARRIER)	3,471	LF	\$2.00	\$6,942.00	3412.0	\$6,824.00
23	TRAFFIC CONTROL AND PROTECTION	1.0	LSUM	\$6,300.00	\$6,300.00	1.0	\$6,300.00
24	UNCONTAMINATED SOIL CERTIFICATION	1.0	LSUM	\$2,500.00	\$2,500.00	1.0	\$2,500.00
25	MOBILIZATION	1.0	LSUM	\$5,000.00	\$5,000.00	1.0	\$5,000.00
26	GRADING AND SHAPING DITCHES	205	LF	\$7.00	\$1,435.00	0.0	\$0.00
27	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	90	UNIT	\$25.00	\$2,250.00	167.0	\$4,175.00
28	TREE REMOVAL (OVER 15 UNITS DIAMETER)	30	UNIT	\$35.00	\$1,050.00	235.0	\$8,225.00
29	HOT MIX ASPHALT PAVEMENT REMOVE AND REPLACE - TYPE 1	284	SY	\$67.00	\$19,028.00	267.0	\$17,889.00
CO1	12" PRESSURE CONNECTION	1	EA	\$10,987.00		1.0	\$10,987.00
CO1	EXPLORATORY EXCAVATION		HR	\$957.92		4.5	\$4,310.64
SUBTOTAL				\$452,270.05		\$412,385.07	
LESS 1% RETAINAGE						\$4,123.85	
LESS PREVIOUS PAYMENTS						\$358,410.92	
TOTAL DUE						\$49,850.30	



June 23, 2020

Mr. Daniel A. Watson
Rempe-Sharpe & Associates, Inc.
324 W. State Street
Geneva, IL 60134

RE: Village of North Aurora, Illinois
Well No. 8 & Well No. 9 Transmission Mains

Dear Mr. Watson,

Please find enclosed the following documents for pay estimate #5 for the above referenced project;

- Application and Certificate for Payment (triplicate)
- Engineer's Pay Estimate/Schedule of Items (triplicate)
- Partial Waiver of Lien (triplicate)
- Supporting Waivers
- Certified Payroll Records

Should you have any questions or concerns, please call or email our office.

Thank you for your time and consideration.

Regards,

A handwritten signature in blue ink, appearing to read "Nicholas C Testa", is written over the typed name.

Nicholas C Testa

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Village of North Aurora
25 East State Street
North Aurora, Illinois 60542

PROJECT: Well No. 8 & Well No. 9
Transmission Mains

APPLICATION NO: 5
PERIOD: 1/9/2020 to 6/15/2020

Distribution to:
OWNER
ENGINEER
CONTRACTOR

FROM CONTRACTOR: Patrick Construction, Inc.
9760 Franklin Avenue #504
Franklin Park, Illinois 60131

ENGINEER: Rempe-Share & Associates, Inc.
324 W. State Street
Geneva, Illinois 60134

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Payment Application Continuation Sheet - Schedule of Units Completed is attached.

1. ORIGINAL CONTRACT SUM	\$	452,270.05
2. Net Change By Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1 & 2)	\$	452,270.05
4. TOTAL COMPLETED TO DATE	\$	412,385.07
5. RETAINAGE: (1% of Line 4)	\$	4,123.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	408,261.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)	\$	358,410.92
8. CURRENT PAYMENT DUE	\$	49,850.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	44,008.83

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this estimate	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$	-

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, the work has been performed in a good manner.

CONTRACTOR: Patrick Construction, Inc.

By:  Date: 6/23/2020

Subscribed and Sworn Before Me This 26th Day of June 2020.

Nicholas C Testa - Notary Public State of Illinois

NICHOLAS C TESTA
Official Seal

Notary Public - State of Illinois
My Commission Expires May 2, 2021

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, The Engineer certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the completed Work is in accordance with the Contract Documents, the work has been performed in a good and workmanlike manner (subject to the fact that the Engineer has not reviewed safety precautions) and the completed work is in accordance with all applicable governmental approvals and required permits; and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 49,850.30
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and the Schedule of Units Completed that changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____
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.



Engineer's Pay Estimate

Route: Kane County
County: Village of North Aurora, IL
Local Agen
Section No.
Project: Village of North Aurora, Illinois
Well No. 8 and Well No. 9 Transmission Mains

Est #: 5 From: 1/9/2020 to: 6/15/2020
Payable To: Name: Patrick Construction, Inc.
Address: 9760 Franklin Ave., #504
Franklin Park, IL 60131

Item	Description:	Unit	Awarded Quantity	Awarded Value	A/D	Awarded Unit Price	Est. #1	Est. #2	Est. #3	Est. #4	Est. #5	Completed Quantity	Completed Value
1	Water Main Construction, 12" DIP, CL 52	FT	3,512	\$ 242,328.00		\$69.00	1531.00	486.00	0.00	1575.00	57.00	3649.00	\$251,781.00
2	Water Main Construction, Directionally Drilled, 12" DIP, CL 52	FT	77	\$ 20,944.00		\$272.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
3	Water Main Construction, 6" DIP, CL 52	FT	28	\$ 1,008.00		\$36.00	4.00	0.00	0.00	10.00	28.00	42.00	\$1,512.00
4	Polyethylene Encasement	FT	3,641	\$ 2,730.75		\$0.75	1531.00	486.00	0.00	1575.00	10.00	3602.00	\$2,701.50
5	Fittings, M.J. Body Casting Weight	LB	3,030	\$ 30.30		\$0.01	1076.00	625.00	0.00	0.00	992.00	2693.00	\$26.93
6	Reinforced P.C. Concrete Thrust Block	EA	25	\$ 125.00		\$5.00	3.00	5.00	0.00	17.00	0.00	25.00	\$125.00
7	Restrained Joints, All Diameters (As Needed)	EA	12	\$ 1,440.00		\$120.00	3.00	3.00	0.00	7.00	2.00	15.00	\$1,800.00
8	Trench Backfill, CA-6, Compacted	CY	269	\$ 6,456.00		\$24.00	138.00	86.00	0.00	10.00	0.00	234.00	\$5,616.00
9	Non-Pressure Conn/Disconn to Existing Water Main, 12"	EA	2	\$ 7,200.00		\$3,600.00	0.00	0.00	0.00	1.00	0.00	1.00	\$3,600.00
10	Resilient-Seated Valve, 6"	EA	4	\$ 2,840.00		\$710.00	2.00	1.00	0.00	1.00	1.00	5.00	\$3,550.00
11	Resilient-Seated Valve, 12"	EA	4	\$ 12,400.00		\$3,100.00	0.00	1.00	0.00	4.00	0.00	5.00	\$15,500.00
12	Marker	EA	4	\$ 220.00		\$55.00	0.00	0.00	0.00	4.00	0.00	4.00	\$220.00
13	Locating Box with Marker	EA	6	\$ 1,500.00		\$250.00	0.00	3.00	0.00	3.00	2.00	8.00	\$2,000.00
14	Valve Vault with Frame and Lid, 60" DIA	EA	4	\$ 5,700.00		\$1,425.00	1.00	1.00	0.00	2.00	0.00	4.00	\$5,700.00
15	Valve Box	EA	4	\$ 880.00		\$220.00	2.00	1.00	0.00	1.00	1.00	5.00	\$1,100.00
16	Fire Hydrant	EA	4	\$ 15,800.00		\$3,950.00	2.00	1.00	0.00	2.00	0.00	5.00	\$19,750.00
17	Nitrile Gaskets	EA	3	\$ 3.00		\$1.00	3.00	0.00	0.00	0.00	0.00	3.00	\$3.00
18	Topsoli, Furnished and Placed, 6"	SY	10,770	\$ 53,850.00		\$5.00	0.00	0.00	0.00	0.00	1829.00	1829.00	\$9,145.00
19	Seeding, as specified (With Fertilizer)	SY	5,320	\$ 7,980.00		\$1.50	0.00	0.00	0.00	4394.00	1609.00	6003.00	\$9,004.50
20	Seeding, CL 4B (With Fertilizer)	SY	5,450	\$ 8,175.00		\$1.50	0.00	0.00	0.00	0.00	2500.00	2500.00	\$3,750.00
21	Erosion Control Blanket	SY	10,770	\$ 16,155.00		\$1.50	0.00	0.00	4394.00	0.00	1799.00	6193.00	\$9,289.50
22	Silt Fence (Perimeter Erosion Control Barrier)	LF	3,471	\$ 6,942.00		\$2.00	1837.00	0.00	0.00	1575.00	0.00	3412.00	\$6,824.00
23	Traffic Control and Protection	LS	1	\$ 6,300.00		\$6,300.00	0.50	0.00	0.00	0.50	0.00	1.00	\$6,300.00
24	Uncontaminated Soil Certification	LS	1	\$ 2,500.00		\$2,500.00	0.50	0.50	0.00	0.00	0.00	1.00	\$2,500.00
25	Mobilization	LS	1	\$ 5,000.00		\$5,000.00	0.50	0.00	0.00	0.50	0.00	1.00	\$5,000.00
26	Grading and Shaping Ditches	LF	205	\$ 1,435.00		\$7.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
27	Tree Removal, (6 to 15 Units DIA)	Unit	90	\$ 2,250.00		\$25.00	77.00	0.00	0.00	0.00	90.00	167.00	\$4,175.00
28	Tree Removal, (Over 15 Units DIA)	Unit	30	\$ 1,050.00		\$35.00	0.00	0.00	0.00	0.00	235.00	235.00	\$8,225.00
29	Hot Mix Asphalt Pavement Remove and Replace - Type 1	SY	284	\$ 19,028.00		\$67.00	0.00	0.00	267.00	0.00	0.00	267.00	\$17,899.00
CO1	12 Inch Pressure Connection	EA	0	\$ -		\$10,987.00	1.00	0.00	0.00	0.00	0.00	1.00	\$10,987.00
CO2	Exploratory Excavation	HR	0	\$ -		\$957.92	0.00	4.50	0.00	0.00	0.00	4.50	\$4,310.64
Total Contract Amount:				\$ 452,270.05									\$412,385.07

Signed: _____ Date _____
Resident Engineer/Consultant
Local Agency/Consultant
Approved: _____ Date _____
Local Agency
Title

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Gty # _____
Escrow# _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by The Village of North Aurora, Illinois
to furnish labor, material and equipment
for the premises known as Well No. 8 and Well No. 9 Transmission Mains
of which The Village of North Aurora, Illinois is the Owner.

THE undersigned, for and in consideration of Forty-Nine Thousand Eight Hundred Fifty Dollars and .30/Cents
\$49,850.30 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,

does hereby waive and release any and all lien or claim of, or right to, lien, under the State of Illinois, relating mechanics' liens, with respect to and on the 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: June 23, 2020

COMPANY NAME
ADDRESS

Patrick Construction, Inc.
9760 Franklin Avenue #504 Franklin Park, IL 60131
Vincenza DiVito, President

SIGNATURE AND TITLE

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF Cook } SS
TO WHOM IT MAY CONCERN:
THE UNDERSIGNED, (NAME)

DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) Vincenza DiVito BEING DULY SWORN,
President OF (COMPANY NAME)
Patrick Construction, Inc. WHO IS THE CONTRACTOR FURNISHING
labor, material and equipment WORK ON THE BUILDING LOCATED AT
Well No. 8 and Well No. 9 Transmission Mains OWNED BY

The Village of North Aurora, Illinois
That the total amount of the contract including extras* is \$ 452,270.05
on which he has received payment of \$ \$358,410.92 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 address of all parties who have furnished material or labor, or both, for said work and all parties have 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 ADDRESS	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
LaFarge NA	Aggregates	\$ 8,469.36	\$ 8,469.36	\$ -	\$ -
Core & Main Inc.	Pipe/Ftgs	\$ 721.40	\$ 721.40	\$ -	\$ -
Heartland Aurora	CCDD	\$ 2,079.00	\$ 2,079.00	\$ -	\$ -
McWane Ductile	Pipe/Ftgs	\$ 66,821.58	\$ 66,821.58	\$ -	\$ -
Mid American Water Inc.	Pipe/Ftgs	\$ 57,681.41	\$ 57,681.41	\$ -	\$ -
Nafisco, Inc.	Traffic Control	\$ 1,147.31	\$ 1,147.31	\$ -	\$ -
Neenah Foundry	Castings	\$ 716.00	\$ 716.00	\$ -	\$ -
Schollmeyer Landscaping	Landscape Restoration	\$ 26,162.55	\$ 15,478.25	\$ 10,684.30	\$ -
Welch Bros., Inc.	Precasts	\$ 5,142.60	\$ 5,142.60	\$ -	\$ -
Patrick Construction, Inc.	General	\$ 283,328.84	\$ 200,154.01	\$ 39,166.00	\$ 44,008.83
Totals		\$ 452,270.05	\$ 358,410.92	\$ 49,850.30	\$ 44,008.83

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: June 23, 2020

SIGNATURE: 

Subscribed and sworn to before me this

23rd

day of

June

2020

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

NOTARY PUBLIC

NICHOLAS C TESTA
Official Seal
Notary Public - State of Illinois
My Commission Expires May 2, 2021

FINAL WAIVER OF LIEN

Unconditional

STATE OF ILLINOIS
COUNTY OF KANE

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Patnick Construction Co. to furnish **STONE** for the premises known as
Project: North Aurora Well# 8 - Ice Cream Dr & Randall Rd, North Aurora-

THE undersigned, for and in consideration of (**Two Thousand Nine Hundred Forty Seven and 78/100 (\$2,947.78)**) and other good and valuable considerations, the receipt whereof is to be acknowledged, will 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, heretofore furnished, or which may be furnished at an time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*



DATE: February 7, 2020

SIGNATURE AND TITLE: _____ Gary Hofmann/Authorized Agent

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

CONTRACTOR'S AFFIDAVITSTATE OF ILLINOIS
COUNTY OF KANE

TO WHOM IT MAY CONCERN:

THE **Gary Hofmann** BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE **Authorized Agent** of LAFARGE WHO IS THE CONTRACTOR FURNISHING STONE WORK ON job: **Project: North Aurora Well# 8 - Ice Cream Dr & Randall Rd, North Aurora-**. 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
Lafarge North America	STONE	\$2,947.78	\$0.00	\$2,947.78	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$2,947.78	\$0.00	\$2,947.78	\$0.00

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.

DATED: February 7, 2020 _____

SIGNATURE: _____
Gary Hofmann/Authorized Agent

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7th DAY OF February, 2020

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

FINAL WAIVER OF LIEN

{STATE OF OHIO}
{COUNTY OF COSHOCTON}

To Whom It May Concern:

WHEREAS the undersigned has been employed by **Patnick Construction, Inc.** to furnish ductile iron pipe and fittings for premises known as **Well No. 8 and Well No. 9 Transmission Mains** where **The Village of North Aurora, Illinois** is the owner.

The undersigned, for and in consideration of **One and 00/100 Dollars, (\$1.00)** and other good and valuable consideration, upon receipt of payment, does 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 labor services, material, fixtures, apparatus or machinery, heretofore furnished by the undersigned for the above described premises, including extras.

Given under my hand signed and sealed this **1st day of May, 2020**.

McWane Ductile



John C. Rummel, CCE, CICP
National Credit Manager

**WAIVER OF LIEN - FINAL
MATERIALS**

Illinois

STATE OF Illinois

Kane County

SS.

February 10th , 2020

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned **Mid American Water, Inc.**
have been employed by **Patnick Construction, Inc.**
to furnish **Water and Sewer Related Material**
For the building known as Number _____ Randall Road, Ice Cream Drive, Feltes Street,
PROJECT: Well No. 8 and Well No. 9 Transmission Mains
OWNER: The Village of North Aurora
City of **North Aurora** Situated on Lot _____
In Section _____, Township _____, Range _____,
County of **Kane**, State of **Illinois**

Now, Therefore, Know Ye, That we the undersigned, for and in consideration of
\$22,611.41 Dollars, and other good and valuable considerations, the receipt
whereof is hereby acknowledged, do we hereby waive and release any and all lien, or claim,
or right to lien on said above described building and premises under the status of the Statutes
of the State of Illinois relating to Mechanics' Liens, on account of materials furnished by the
undersigned to

Patnick Construction, Inc.
for said building or premises.

for said building or premises.

Given Under *my* hand - and - seal this 10th day of February, 2020

Mid American Water, Inc.

Seal



SIGNATURE

Seal

WAIVER OF LIEN - FINAL

MATERIALS

Illinois

STATE OF Illinois

Kane County

SS.

April 30th , 2020

TO WHOM IT MAY CONCERN:

Whereas, we the undersigned **Mid American Water, Inc.**
have been employed by **Patnick Construction, Inc.**
to furnish **Water and Sewer Related Material**
For the building known as Number _____ Randall Road, Ice Cream Drive, Feltes Street,
PROJECT: Well No. 8 and Well No. 9 Transmission Mains
OWNER: The Village of North Aurora
City of **North Aurora** Situated on Lot _____
In Section _____, Township _____, Range _____
County of **Kane**, State of **Illinois**

Now, Therefore, Know Ye, That we the undersigned, for and in consideration of
\$3,099.00 Dollars, and other good and valuable considerations, the receipt
whereof is hereby acknowledged, do we hereby waive and release any and all lien, or claim,
or right to lien on said above described building and premises under the status of the Statutes
of the State of Illinois relating to Mechanics' Liens, on account of materials furnished by the
undersigned to

Patnick Construction, Inc.
for said building or premises.

for said building or premises.

Given Under *my* hand - and - seal this 30th day of April , 2020

Mid American Water, Inc.

Seal



SIGNATURE

Seal

FINAL WAIVER OF LIEN

STATE OF Illinois
COUNTY OF Will

} SS

Gty # _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Patnick Construction, Inc.
to furnish Traffic Control

for the premises known as Well No. 8 and Well No. 9 Transmission Mains
located at Randall Road, Ice Cream Drive, Feltes - North aurora

of which The Village of North Aurora, Illinois is the owner.

THE undersigned, for and in consideration of
Four Hundred Sixty One Dollars & 3/100

(\$ 461.03) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois,
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
owner, on account of 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.

DATE February 12, 2020 COMPANY NAME Nafisco, Inc.

ADDRESS 808 Forestwood Dr.

Romeoville, IL 60446

SIGNATURE AND TITLE: 

Christopher J. Mortensen, President

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.

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 upon or in connection with said work other than above stated.

Christopher J. Mortensen, President, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Subscribed and sworn before me this 12th day of February, 2020



 Notary

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

APPROVAL OF PAYMENT NO. 5, PARTIAL

PROJECT: Well No.8 & 9 Transmission Mains	PROJECT NO.: NA-583B
CONTRACTOR: Patnick Construction, Inc.	FOR PERIOD ENDING: 06/23/2020
ADDRESS: 331 South York Road MB20 Bensenville, IL 60106	APPLICATION AMOUNT: \$49,850.30

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: June 24, 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: _____



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

June 24, 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. 6, Partial

File: NA-583E

Dear Mr. Laskowski,

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 6, 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 Ninety -Three Thousand, Two Hundred Eighty-Six Dollars and Ninety-Five Cents (\$93,286.95).

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 6, Partial in the amount of \$93,286.95, along with the Contractor's Waiver of Lien (2 copies).
2. Contractors Certified Payroll (2 copies)
3. The Engineer's Approval of Payment No. 6, Partial in the amount of \$93,286.95 (3 copies).

All shop drawings have been approved and the Well No.9 building was delivered the first week in April and the Well No.8 building was delivered the first week of May. The electric cable and wiring has been completed at both wells and the well start-ups were successful. SCADA work and punchlist items remains to be finalized at both wells, along with the training. The contractor continues to make good progress and all contractors have been working together through the winter and wet spring to meet the completion dates. ComEd was also on schedule to provide electrical service to both well sites on time. All work has been completed and the remaining work is small punchlist items.

Village of North Aurora
Attn: John Laskowski

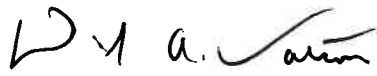
Well No. 8 and. 9, Electrical
June 24, 2020
Page 2 of 2

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 6, Partial in the amount of \$93,286.95. Upon the Village of North Aurora's approval, please sign all three copies of the Approval for Pay Request No. 6, Partial. Send one copy of the document to the Contractor, Frank Marshall Electric, along with Payment No. 6, 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. 6, PARTIAL
WELL NO. 8 and WELL NO. 9, ELECTRICAL
VILLAGE OF NORTH AURORA**

NA-583E

6/19/2020

	CONTRACT QUANTITIES	CONSTRUCTED QUANTITIES
CONTRACT PRICE	\$1,144,848.00	\$1,149,339.00
LESS 5% RETAINAGE		\$57,466.95
LESS PREVIOUS PAYMENTS		\$998,585.10
TOTAL DUE		\$93,286.95

Transmittal #7

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

Job Name and Location:

North Aurora Wells 8 & 9
201 South Randall Road
2291 Feltes Lane
North Aurora, IL 60542

Architect(s):

Rempe-Sharpe & Associates, Inc.
324 West State Street
Geneva, IL 60134

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, Energenecs Invoice, Energenecs AIA G703, Energenecs Partial Waviver of Lien and O'Donnell Crane Partial Waiver of Lien.

Note: Please remember to request the additional \$192.00 that was short paid on draw #3.

Sincerely,

Signature



Adam Marshall

Date: 06/24/20

Title: Project Manager

Aurora, IL 60506

Date	Invoice #
6/19/2020	90717'

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

Terms	Due Date	Purchase Order	Project #
Net 30	7/19/2020	NA-583E	19-71 Wells 8 & 9

Description	Amount
PROJECT NAME: Well #8 & Well #9 Electrical Facilities. ELECTRICAL LABOR/MATERIAL: Draw #6	93,286.95
Total	\$93,286.95

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 of 5 PAGES

TO (Owner):	PROJECT:	Electrical Facilities	APPLICATION NO:	6	<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 Feltes Lane		PERIOD TO:	05/20/20	<input checked="" type="checkbox"/> CONTRACTOR
North Aurora, IL 60542	North Aurora, IL 60542		ARCHITECT'S		
FROM (Contractor):	(ARCHITECT):	Rempe-Sharpe	PROJECT NO:	NA-583E	
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	12939	0	
Approved this month			
Number Date			
1 2 6/19/2020		-8,448	
2			
3			
4			
TOTALS		-8,448	
Net change by Change Orders		4,491	

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:

By:  Date: June 19th, 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	\$	4,491.00
3. CONTRACT SUM TO DATE	\$	1,149,339.00
4. TOTAL COMPLETED & STORED TO DATE	\$	1,149,339.00

5. RETAINAGE:		
a. 5 % of Completed Work	\$	57,467
b. 5 % of Stored Material	\$	0.00
Total Retainage	\$	57,466.95
6. TOTAL EARNED LESS RETAINAGE	\$	1,091,872.05

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	998,585.10
8. CURRENT PAYMENT DUE	\$	93,286.95
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	57,466.95

State of Illinois County of Kane
 Subscribed and sworn to before me this 19th Day of June, 2020
 Notary Public: 
 My Commission expires: MY COMMISSION EXPIRES 04/27/2023

AMOUNT CERTIFIED \$ 93,286.95

ARCHITECT: Rempe-Sharpe

By: _____ Date: June 19th, 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

ARCHITECT'S PROJECT NUMBER: NA-583E
APPLICATION NUMBER: 6
APPLICATION DATE: 06/19/20
PERIOD TO: 06/19/20

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					
	Well #8 Electrical Facilities								
1	Frank Marshall Electric (Bond)	6,405	6,405	0	0	6,405	100%	0	320
2	Frank Marshall Electric (Mobilization)	26,958	26,958	0	0	26,958	100%	0	1,348
3	Frank Marshall Electric (Material)	30,756	30,756	0	0	30,756	100%	0	1,538
4	Frank Marshall Electric (Labor)	45,221	45,221	0	0	45,221	100%	0	2,261
5	Don Bohr & Sons (Excavation & Concrete)	51,160	51,160	0	0	51,160	100%	0	2,558
6	Energenees (Premanufactured Building)	398,000	358,200	39,800	0	398,000	100%	0	19,900
7	Energenees (Supply Bond)	1,000	1,000	0	0	1,000	100%	0	50
8	Crane Service	5,200	5,200	0	0	5,200	100%	0	260
9	Alternate #1 (Antenna Pole)	4,224	0	4,224	0	4,224	100%	0	211
10	Change Order #1 (Com-Ed Primary Conduit & Grounding)	6,031	6,031	0	0	6,031	100%	0	302
11	Change Order #2 (Antenna Pole Not Needed)	-4,224	0	-4,224	0	-4,224	100%	0	-211
Page 2 Totals		570,731	530,931	39,800	0	570,731	100%	0	28,537

CONTINUATION SHEET

AIA DOCUMENT G703

Page 3 of 5

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NUMBER: 6

containing Contractor's signed Certification is attached.

APPLICATION DATE: 06/19/20

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

PERIOD TO: 06/19/20

Project Name: Well #8 & 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					
	Well #9 Electrical Facilities								
1	Frank Marshall Electric (Bond)	6,405	6,405	0	0	6,405	100%	0	320
2	Frank Marshall Electric (Mobilization)	27,253	27,253	0	0	27,253	100%	0	1,363
3	Frank Marshall Electric (Material)	32,221	32,221	0	0	32,221	100%	0	1,611
4	Frank Marshall Electric (Labor)	47,061	47,061	0	0	47,061	100%	0	2,353
5	Don Bohr & Sons (Excavation & Concrete)	54,560	54,560	0	0	54,560	100%	0	2,728
6	Enegenecs (Premanufactured Building)	398,000	398,000	0	0	398,000	100%	0	19,900
7	Enegenecs (Supply Bond)	1,000	1,000	0	0	1,000	100%	0	50
8	Crane Service	5,200	5,200	0	0	5,200	100%	0	260
9	Alternate #1 (Antenna Pole)	4,224	0	4,224	0	4,224	100%	0	211
10	Change Order #1 (Com-Ed Primary Conduit & Grounding)	6,908	6,908	0	0	6,908	100%	0	345
11	Change Order #2 (Antenna Pole Not Needed)	-4224	0	-4224	0	-4224	100%	0	-211
Page 3 Totals		578,608	578,608	0	0	578,608	100%	0	28,930

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 & Well #9 Electrical Facilities

APPLICATION NUMBER: 6

APPLICATION DATE: 06/19/20

PERIOD TO: 06/19/20

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	1,149,339	1,109,539	39,800	0	1,149,339	100%	0	57,467
	Grand Totals for Project	1,149,339	1,109,539	39,800	0	1,149,339	100%	0	57,467

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 NINETY THREE THOUSAND TWO HUNDRED EIGHTY SIX AND 95/100 (\$93,286.95) 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 19th day of June, 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 \$1,149,339.00 on which he has received payment of \$998,585.10 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	235,219.00	211,697.10	11,760.95	11,760.95
Don Bohr & Sons	Concrete	105,720.00	95,148.00	5,286.00	5,286.00
Energenecs	Well Houses	798,000.00	682,380.00	75,720.00	39,900.00
Crane Service	Crane	10,400.00	9,360.00	520.00	520.00
Total Labor & Material to Complete		1,149,339.00	998,585.10	93,286.95	57,466.95

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 19th day of June, 2020

Signature

Subscribed and sworn to before me this 19th day of June, 2020

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

INVOICE

Invoice Number: 0040284-IN

Invoice Date: 6/17/2020

Bill To:

Frank Marshall Electric
1043 Oliver Avenue
Aurora, IL 60506

Ship To:

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

Customer Number: RA002		Order Date: 10/11/2019		Salesperson: BJA		Order Number: 0032621	
Customer P.O. 77		Ship VIA		F.O.B.		Terms Net 30 Days	
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount	
R	EACH	1.00	1.00	0.00	39,800.00	39,800.00	
Energenecs Custom Job							
Pay Request #5; see attached Schedule of Values							

Make all checks payable to: Energenecs, Inc.

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

Net Invoice:	39,800.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	39,800.00

Pay Request:	5
Request Date:	6/16/2020
Draw Date:	Frank Marshall Electric
Customer:	32621 North Aurora Well 8&9
Project # / Name:	Rempe-Shape / Power/Tech
Consultant:	Emergence
Supplier:	

Calculated
Manual

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

Billing Period Through	12/30/2019
Invoicing this period	\$39,800
Invoiced to date	\$798,000
Remaining to be invoiced	\$0

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%	100.00%	\$21,800	\$0	\$0	
3.	Well 8 Trache Building	New	\$158,250	19.83%	100.00%	\$158,250	\$0	\$0	
4.	Well 8 MCC, VFD, Output Filter, 650KVA Transformer	New	\$123,800	15.51%	100.00%	\$123,800	\$0	\$0	
5.	Well 8 SCADA Control Panel, Instruments	New	\$23,200	2.91%	100.00%	\$23,200	\$0	\$0	
6.	Well 8 startup, training, O&Ms	New	\$39,800	4.98%	100.00%	\$0	\$39,800	\$0	
7.	Well 9 Trache Building	New	\$158,250	19.83%	100.00%	\$158,250	\$0	\$0	
8.	Well 9 MCC, VFD, Output Filter, 650KVA Transformer	New	\$123,800	15.51%	100.00%	\$123,800	\$0	\$0	
9.	Well 9 SCADA Control Panel, Instruments	New	\$23,200	2.91%	100.00%	\$23,200	\$0	\$0	
10.	Well 9 startup, training, O&Ms	New	\$39,800	4.98%	100.00%	\$39,800	\$0	\$0	
11.	Coordination / Arc Flash Study	New	\$3,000	0.38%	100.00%	\$3,000	\$0	\$0	
12.	Field Radio Survey	New	\$2,100	0.26%	100.00%	\$2,100	\$0	\$0	
13.									
TOTALS			\$798,000	100%		\$758,200	\$39,800	\$0	



Partial Waiver of Lien

ENERGENCS, INC. SO# 32621

For value received, Energenecs, Inc., hereby waives all rights/claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto for Frank Marshall Electric,, Owner, by Energenecs, Inc., Supplier/Contractor, for services and materials provided at the job site same being situated in North aurora, State of Illinois, described as North Aurora Well 8 & 9 for labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, upon receipt of payment in the amount of \$ 235,845.00 received, for Energenecs, Inc., invoice # 40120.

SIGNATURE: _____

A handwritten signature in dark ink, appearing to be 'ram' or similar, written over a horizontal line.

TITLE: _____

Controller

DATE: _____

6/24/20

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS DeKalb SS
COUNTY OF IL) SS
TO WHOM IT MAY CONCERN

Gty # _____
Loan # _____

WHEREAS the undersigned has been employed by Frank Marshall Electric Midwest
to furnish Crane
for the premises known as 201 South Randall Rd.
of which Village of North Aurora is the owner.

The undersigned, for and in consideration of four thousand six hundred eighty \$24/100
(\$ 4680.00) 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 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 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 _____ hand _____ and seal _____ this
20 day of June 2020

Signature and Seal: Ryan O'Donnell

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.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS DeKalb SS
COUNTY OF IL) SS
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is

President of the Ryan O'Donnell
O'Donnell Crane Service
who is the contractor for the Crane work on the

building located at 201 South Randall Rd.
owned by Village of N. Aurora

That the total amount of the contract including extras is \$ 10,400.00 on which he has received payment of
\$ 4680.00 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 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
<u>O'Donnell Crane</u>	<u>Crane</u>	<u>10,400.00</u>	<u>4680.00</u>	<u>4680.00</u>	<u>1040.00</u>

TOTAL LABOR AND MATERIAL TO COMPLETE

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 20 day of June 2020
Signature: Ryan O'Donnell

Subscribed and sworn to before me on this 20 day of June 2020
JoLene C O'Donnell

JOLENE C O'DONNELL
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 15, 2022

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

APPROVAL OF PAYMENT NO. 6, PARTIAL

PROJECT: Well No. 8 & 9, Electrical

PROJECT NO.: NA-583E

CONTRACTOR: Frank Marshall
Electric

APPLICATION DATE: June 19, 2020

ADDRESS: 1043 Oliver Avenue
Aurora, IL 60506

FOR PERIOD ENDING: May 31, 2020

APPLICATION AMOUNT: \$93,286.95

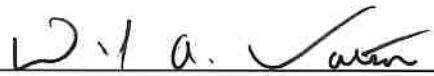
ENGINEER'S APPROVAL

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: June 24, 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: _____



Engineering Enterprises, Inc.

June 12, 2020

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

**Re: Engineer's Payment Estimate No. 1
Elm Avenue and Maple Avenue Water Main Improvements**

6/20

Mr. Bosco:

This is to certify that work in the amount of **\$207,769.05** for the Elm Avenue and Maple Avenue Water Main Improvements is due to **J&S Construction Sewer and Water, Inc.**, P.O. Box 760, Oswego, IL 60543 in accordance with our engineer's payment estimate referenced above and attached hereto.

Also enclosed is a copy of the invoice, certified payroll, and waiver of lien submitted to us by J&S Construction Sewer and Water Inc. If you have any questions or require additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Julie A. Morrison, P.E.
Principal/Senior Project Manager

Enclosures

pc: Mr. John Laskowski – Director of Public Works
Mr. Paul Young – Water Division
Mr. Carl Schmedke – J&S
JAM, MWS – EEI

\\MILKYWAY\EEI_Storage\Docs\Public\North Aurora\2019\NO1901 Annual Road Program-Phase II & III (RFQ)\Elm Avenue and Maple Avenue Water Main Improvements\Construction\Pay Estimates\PE 1\payest01 NO1901.doc

ENGINEER'S PAYMENT ESTIMATE NO. 1
ELM AVENUE AND MAPLE AVENUE WATER MAIN IMPROVEMENTS
VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

PAYABLE TO: J&S Construction Sewer and Water, Inc
ADDRESS: P.O. Box 760
 Oswego, IL 60543

PAY PERIOD
FROM: 5/1/20 **TO: 6/01/20**

ITEM NO.	PAY ITEMS	AWARDED QTY	UNIT	AWARDED VALUE	ADDED QTY	DEDUCTED QTY	UNIT PRICE	COMPLETED THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QTY	TOTAL COMPLETED VALUE
1	TREE ROOT PRUNING	11	EACH	\$ 1,375.00			\$ 125.00	0.0	\$ -	0.0	\$ -
2	CONNECTION TO EXISTING WATER MAIN, 8-INCH	4	EACH	\$ 9,800.00			\$ 2,450.00	2.0	\$ 4,900.00	2.0	\$ 4,900.00
3	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	1,373	LF	\$ 144,165.00			\$ 105.00	1361.2	\$ 142,826.00	1361.2	\$ 142,826.00
4	GATE VALVE (RESILIENT SEAT) IN 48" VAULT, 8-INCH	4	EACH	\$ 12,200.00			\$ 3,050.00	4.0	\$ 12,200.00	4.0	\$ 12,200.00
5	INSERTION VALVE IN VALVE BOX, 8-INCH	2	EACH	\$ 20,600.00			\$ 10,300.00	2.0	\$ 20,600.00	2.0	\$ 20,600.00
6	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 8-INCH MJ	6	EACH	\$ 31,500.00			\$ 5,250.00	6.0	\$ 31,500.00	6.0	\$ 31,500.00
7	DUCTILE IRON FITTINGS	1,348	LB	\$ 5,728.00			\$ 4.25	900.0	\$ 3,825.00	900.0	\$ 3,825.00
8	WATER MAIN INSULATION	105	SY	\$ 735.00			\$ 7.00	49.8	\$ 348.50	49.8	\$ 348.50
9	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	50	TON	\$ 2,650.00			\$ 53.00	0.0	\$ -	0.0	\$ -
10	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	50	TON	\$ 750.00			\$ 15.00	0.0	\$ -	0.0	\$ -
11	FOUNDATION MATERIAL	25	CY	\$ 1,375.00			\$ 55.00	0.0	\$ -	0.0	\$ -
12	EXPLORATORY EXCAVATION (ROW)	6	EACH	\$ 4,500.00			\$ 750.00	4.0	\$ 3,000.00	4.0	\$ 3,000.00
13	WATER SERVICE CONNECTION, 1-INCH	34	EACH	\$ 17,000.00			\$ 500.00	0.0	\$ -	0.0	\$ -
14	WATER SERVICE PIPE, TYPE "K" COPPER, 1-INCH (OPEN CUT)	820	LF	\$ 51,660.00			\$ 63.00	0.0	\$ -	0.0	\$ -
15	WATER SERVICE PIPE, TYPE "K" COPPER, 1-INCH (TRENCHLESS)	66	LF	\$ 4,950.00			\$ 75.00	0.0	\$ -	0.0	\$ -
16	DISCONNECT AND ABANDON EXISTING WATER MAIN	4	EACH	\$ 3,000.00			\$ 750.00	2.0	\$ 1,500.00	2.0	\$ 1,500.00
17	VALVE BOX TO BE ABANDONED	1	EACH	\$ 2,400.00			\$ 2,400.00	1.0	\$ 2,400.00	1.0	\$ 2,400.00
18	VALVE AND VALVE BOX TO BE REMOVED	1	EACH	\$ 300.00			\$ 300.00	0.0	\$ -	0.0	\$ -
19	VALVE AND VALVE VAULT TO BE REMOVED	2	EACH	\$ 1,600.00			\$ 800.00	0.0	\$ -	0.0	\$ -
20	FIRE HYDRANT REMOVAL	6	EACH	\$ 2,100.00			\$ 350.00	0.0	\$ -	0.0	\$ -
21	WATER MAIN TESTING - PRESSURE AND DISINFECTION	1	LS	\$ 1,600.00			\$ 1,600.00	0.5	\$ 800.00	0.5	\$ 800.00
22	CULVERT REMOVAL AND REPLACEMENT, HDPE, 12-INCH	10	LF	\$ 380.00			\$ 38.00	0.0	\$ -	0.0	\$ -
23	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 8-INCH	14	EACH	\$ 4,200.00			\$ 300.00	0.0	\$ -	0.0	\$ -
24	HOT-MIX ASPHALT PAVEMENT REMOVAL	711	SY	\$ 3,555.00			\$ 5.00	689.0	\$ 3,445.00	689.0	\$ 3,445.00
25	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	495	LF	\$ 1,485.00			\$ 3.00	20.0	\$ 60.00	20.0	\$ 60.00
26	HOT-MIX ASPHALT DRIVEWAY REMOVAL	134	SY	\$ 536.00			\$ 4.00	0.0	\$ -	0.0	\$ -
27	TEMPORARY PAVEMENT PATCH	30	SY	\$ 1,230.00			\$ 41.00	0.0	\$ -	0.0	\$ -
28	CONTROLLED LOW-STRENGTH MATERIAL - BACKFILL	50	CY	\$ 6,400.00			\$ 128.00	0.0	\$ -	0.0	\$ -
29	SIGN TO BE REMOVED AND RESET	5	EACH	\$ 500.00			\$ 100.00	2.0	\$ 200.00	2.0	\$ 200.00
30	CONTRACTOR RESIDENT COORDINATION	3	EACH	\$ 600.00			\$ 200.00	0.0	\$ -	0.0	\$ -
31	WATER SERVICE ABANDONMENT	3	EACH	\$ 600.00			\$ 200.00	0.0	\$ -	0.0	\$ -
32	PRIVATE PROPERTY UTILITY LOCATION	3	EACH	\$ 150.00			\$ 50.00	0.0	\$ -	0.0	\$ -
33	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH (108 MAPLE A)	1	LS	\$ 5,550.00			\$ 5,550.00	0.0	\$ -	0.0	\$ -
34	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH (112 MAPLE A)	1	LS	\$ 4,800.00			\$ 4,800.00	0.0	\$ -	0.0	\$ -
35	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH (113 MAPLE A)	1	LS	\$ 3,150.00			\$ 3,150.00	0.0	\$ -	0.0	\$ -
36	RESTORATION	550	SY	\$ 7,249.00			\$ 13.18	0.0	\$ -	0.0	\$ -
37	DUST CONTROL - MECHANICAL SWEEPING	3	CAL DAY	\$ 4,080.00			\$ 1,360.00	0.0	\$ -	0.0	\$ -
38	TRAFFIC CONTROL AND PROTECTION	1	LS	\$ 6,500.00			\$ 6,500.00	0.5	\$ 3,250.00	0.5	\$ 3,250.00

ENGINEER'S PAYMENT ESTIMATE NO. 1
ELM AVENUE AND MAPLE AVENUE WATER MAIN IMPROVEMENTS
VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

PAYABLE TO: J&S Construction Sewer and Water, Inc.
ADDRESS: P.O. Box 760
 Oswego, IL 60543

PAY PERIOD
FROM: 5/12/20 **TO:** 6/01/20

ITEM NO.	PAY ITEMS	AWARDED QTY	UNIT	AWARDED VALUE	ADDED QTY	DEDUCTED QTY	UNIT PRICE	COMPLETED THIS PERIOD	COMPLETED PAY PERIOD	TOTAL COMPLETED QTY	TOTAL COMPLETED VALUE
39	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	15,000	UNIT	\$ 15,000.00			\$ 1.00	0.0	\$ 230,854.50	0.0	\$ 230,854.50
				BID VALUE AWARDED: \$ 385,954.00							

MISCELLANEOUS EXTRAS AND CREDITS		QUANTITY	UNIT	COMPLETED VALUE
1	TOTAL MISCELLANEOUS EXTRAS AND CREDITS			\$ -
2	TOTAL COMPLETED CONSTRUCTION COSTS			\$ 230,854.50
3	DEDUCT RETAINAGE (10%)			\$ 23,085.45
TOTAL AMOUNT DUE TO CONTRACTOR				\$ 207,769.05
TOTAL DEBITS				\$ -
NET AMOUNT DUE - THIS PAYMENT				\$ 207,769.05

ENGINEERING ENTERPRISES, INC.
 52 WHEELER ROAD
 SUGAR GROVE, ILLINOIS 60554

PREPARED BY:

APPROVED BY:

\\MLKTYWYV\B1_Samples\Docs\Public\North Aurora\2015\NO1301 Annual Road Program-Phase II\31 (PQ) Elm Avenue and Maple Avenue Water Main Improvements Construction Pay Estimate\pay estimate_101301_2015\pay estimate_11

VONA APPROVED

DATE: 6/19/20 **AMOUNT:** \$ 207,769.05
DESCRIPTION: Water Main Installation & Testing
ACCOUNT #: 60-460-4875

SIGNATURE:

ENTERED
 6/17/20

Continuation Sheet

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

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.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 6/1/2020

PERIOD TO: 5/31/2020

CONTRACTORS PROJECT #

ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION N(s)	E THIS PERIOD	F WATERMAIN STORED & USED PRIOR + CURRENT (NOT IN D)	G TOTAL COMPLETE D AND STORED TO DATE	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
1	TREE ROOTING PRUNING	1375.00			\$ -	\$ -	\$ 1,375.00	\$ -
2	CONNECTION TO EXISTING WATERMAIN, 8-INCH	9800.00		4900.00	\$ -	\$ 4,900.00	\$ 4,900.00	\$ 490.00
3	WATERMAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	144165.00		142926.00	\$ -	\$ 142,926.00	\$ 1,239.00	\$ 14,292.60
4	GATE VALVE (RESILIENT SEAT) IN 48" VALUT, 8-INCH	12200.00		12200.00	\$ -	\$ 12,200.00	\$ -	\$ 1,220.00
5	INSERTION VALVE IN VALVE BOX, 8-INCH	20600.00		20600.00	\$ -	\$ 20,600.00	\$ -	\$ 2,060.00
6	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	31500.00		31500.00	\$ -	\$ 31,500.00	\$ -	\$ 3,150.00
7	DUCTILE IRON FITTINGS	5729.00		3825.00	\$ -	\$ 3,825.00	\$ 1,904.00	\$ 382.50
8	WATERMAIN INSULATION	735.00		348.50	\$ -	\$ 348.50	\$ 386.50	\$ 34.85
9	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL TYPE 1	2650.00			\$ -	\$ -	\$ 2,650.00	\$ -
10	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL TYPE 2	750.00			\$ -	\$ -	\$ 750.00	\$ -
11	FOUNDATION MATERIAL	1375.00			\$ -	\$ -	\$ 1,375.00	\$ -
12	EXPLORATORY EXCAVATION (ROW)	4500.00		3000.00	\$ -	\$ 3,000.00	\$ 1,500.00	\$ 300.00
13	WATER SERVICE CONNECTION, 1-INCH	17000.00			\$ -	\$ -	\$ 17,000.00	\$ -
14	WATER SERVICE PIPE, TYPE K COPPER, 1 INCH (OPEN CUT)	51660.00		1500.00	\$ -	\$ 1,500.00	\$ 51,660.00	\$ -
15	WATER SERVICE PIPE, TYPE K COPPER, 1 INCH (TRENCHLESS)	4950.00		2400.00	\$ -	\$ 2,400.00	\$ 4,950.00	\$ -
16	DISCONNECT AND ABANDON EXISTING WATERMAIN	3000.00			\$ -	\$ -	\$ 1,500.00	\$ 150.00
17	VALVE BOX TO BE ABANDONED	2400.00			\$ -	\$ -	\$ -	\$ 240.00
18	VALVE AND VALVE BOX TO BE REMOVED	300.00			\$ -	\$ -	\$ 300.00	\$ -
19	VALVE AND VALVE VAULT TO BE REMOVED	1600.00			\$ -	\$ -	\$ 1,600.00	\$ -
20	FIRE HYDRANT REMOVAL	2100.00			\$ -	\$ -	\$ 2,100.00	\$ -
21	WATERMAIN TESTING - PRESSURE AND DISINFECTION	1600.00		800.00	\$ -	\$ 800.00	\$ 800.00	\$ 80.00
22	CUT VERT REMOVAL AND REPLACEMENT, HDPE, 12-INCH	380.00			\$ -	\$ -	\$ 380.00	\$ -
23	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	4200.00			\$ -	\$ -	\$ 4,200.00	\$ -
24	HOT-MIX ASPHALT PAVEMENT REMOVAL	3355.00		3345.00	\$ -	\$ 3,345.00	\$ 210.00	\$ 334.50
25	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	1485.00		60.00	\$ -	\$ 60.00	\$ 1,425.00	\$ 60.00
26	HOT-MIX ASPHALT DRIVEWAY REMOVAL	536.00			\$ -	\$ -	\$ 536.00	\$ -
27	TEMPORARY PAVEMENT PATCH	1230.00			\$ -	\$ -	\$ 1,230.00	\$ -
28	CONTROLLED LOW-STRENGTH MATERIAL - BACKFILL	6400.00		200.00	\$ -	\$ 200.00	\$ 6,400.00	\$ -
29	SIGN TO BE REMOVED AND RESET	500.00			\$ -	\$ -	\$ 500.00	\$ -
30	CONTRACTOR RESIDENT COORDINATION	600.00			\$ -	\$ -	\$ 600.00	\$ -
31	WATER SERVICE ABANDONMENT	600.00			\$ -	\$ -	\$ 600.00	\$ -
32	PRIVATE PROPERTY UTILITY LOCATION	150.00			\$ -	\$ -	\$ 150.00	\$ -
33	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE K 108 MAPLE AVE	5550.00			\$ -	\$ -	\$ 5,550.00	\$ -
34	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE K 112 MAPLE AVE	4800.00			\$ -	\$ -	\$ 4,800.00	\$ -
35	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE K 113 MAPLE AVE	3150.00			\$ -	\$ -	\$ 3,150.00	\$ -
36	RESTORATION	7249.00			\$ -	\$ -	\$ 7,249.00	\$ -
37	DUST CONTROL - MECHANICAL SWEEPING	4080.00			\$ -	\$ -	\$ 4,080.00	\$ -
38	TRAFFIC CONTROL AND PROTECTION	6500.00		3250.00	\$ -	\$ 3,250.00	\$ 3,250.00	\$ 325.00
38	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	15000.00			\$ -	\$ -	\$ 15,000.00	\$ -
38					\$ -	\$ -	\$ -	\$ -
38					\$ -	\$ -	\$ -	\$ -
38					\$ -	\$ -	\$ -	\$ -

Continuation Sheet

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

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.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 6/1/2020

PERIOD TO: 5/31/2020

CONTRACTORS PROJECT #

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D WORK COMPLETED		E THIS PERIOD	F MATERIALS STORED & USED PRIOR + CURRENT (NOT IN D)	G TOTAL COMPLETE D AND STORED TO DATE	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION N(s)						
		\$385,954.00	\$ -	\$230,854.50	\$ -	\$230,854.50	59.81% \$155,099.50	\$ 23,085.45	

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1981
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006



Engineering Enterprises, Inc.

June 26, 2020

Mr. John Laskowski
Public Works Director
Village of North Aurora
25 East State Street
North Aurora, IL 60542

Re: *Engineer's Payment Estimate No. 1*
2020 Street Improvement Project
Village of North Aurora
Kane County, Illinois

Dear Mr. Laskowski:

This is to certify that at this time, the Contractor has completed the work shown in Pay Estimate 1 as referenced above and attached herein for the 2020 Street Improvement Project. Additionally attached, please find the invoice from the Contractor, all certified payroll for the project and the original waiver of lien.

At this time, we recommend payment of **\$215,238.97** to the contractor.

Please do not hesitate to contact me at your earliest convenience with any questions.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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

Enclosures

pc: Brian Richter, Street Superintendent (via e-mail)
 BPS, BBK, CJO - EEI (via e-mail)

PAYABLE TO: GENEVA CONSTRUCTION CO
ADDRESS: P O BOX 998 AURORA, IL 60507

ENGINEERS PAY ESTIMATE #1
2020 STREET IMPROVEMENT PROGRAM
VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

TO: 6/12/2020

Fy 20-21

ITEM NO	PAY ITEM	UNIT	QUANTITY	AWARDED VALUE	ADDED QUANTITY	DEDUCTED QUANTITY	UNIT PRICE	TOTAL COMPLETED QUANTITY	TOTAL COMPLETED VALUE
1	PREPARATION OF BASE	SD TO	16,390.0	\$ 4,139.00			\$ 0.10		\$ -
2	PARTIAL DEPTH PATCHING (SPECIAL)	SD TO	1,631.0	\$ 49,585.50			\$ 27.50		\$ -
3	CLASS D PATCHES 4 INCH (SPECIAL)	SD TO	16.0	\$ 1,120.00			\$ 70.00		\$ -
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SD TO	5,615.0	\$ 7,018.75			\$ 1.25		\$ -
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU TO	1,878.0	\$ 62,528.00			\$ 28.00		\$ -
6	AGGREGATE SUBBASE IMPROVEMENT	CU TO	1,878.0	\$ 66,288.00			\$ 30.00		\$ -
7	HOT MIX ASPHALT SURFACE REMOVAL - SPLIT JUNT	SD TO	399.0	\$ 3,880.00			\$ 10.00		\$ -
8	HOT MIX ASPHALT SURFACE REMOVAL VARIABLE DEPTH TYPE 1	SD TO	11,575.0	\$ 21,728.75			\$ 2.05		\$ -
9	HOT MIX ASPHALT SURFACE REMOVAL VARIABLE DEPTH TYPE 2	SD TO	13,995.0	\$ 52,443.75			\$ 3.75		\$ -
10	HOT MIX ASPHALT SURFACE REMOVAL	SD TO	4,405.0	\$ 17,620.00			\$ 4.00		\$ -
11	HOT MIX ASPHALT SURFACE REMOVAL	SD TO	277.0	\$ 1,300.50			\$ 6.50		\$ -
12	BUTUINOUS MATERIALS (PRIME COAT)	PD LND	41,380.0	\$ 413.80			\$ 0.01		\$ -
13	BUTUINOUS MATERIALS (TRUCK COAT)	PD LND	11,955.0	\$ 119.55			\$ 0.01		\$ -
14	HOT MIX ASPHALT BINDER COURSE - 11.95 ASD	TON	1,035.0	\$ 22,150.00			\$ 70.00		\$ -
15	HOT MIX ASPHALT BINDER COURSE - 11.95 ASD	TON	4,380.0	\$ 86,280.00			\$ 60.00		\$ -
16	HOT MIX ASPHALT SURFACE COURSE - 11.95 ASD	TON	2,665.0	\$ 186,550.00			\$ 35.00		\$ -
17	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	3,444.0	\$ 120,540.00			\$ 35.00		\$ -
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	546.0	\$ 18,018.00			\$ 33.00		\$ -
19	SOE WALK BEYOND	SD FT	10,522.0	\$ 11,570.30			\$ 1.15		\$ 8,438.80
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SD FT	10,522.0	\$ 75,320.00			\$ 7.00		\$ 8,541.30
21	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SD FT	204.0	\$ 9,200.00			\$ 25.00		\$ 328.00
22	MANHOLES TO BE ADJUSTED	EACH	2.0	\$ 10,500.00			\$ 500.00		\$ -
23	MANHOLES TO BE ADJUSTED	EACH	43.0	\$ 17,200.00			\$ 400.00		\$ 16,400.00
24	INLETS TO BE RECONSTRUCTED	EACH	3.0	\$ 3,500.00			\$ 1,000.00		\$ -
25	TYPE 1 FRAME AND GRATE CLOSED LID	EACH	13.0	\$ 3,400.00			\$ 350.00		\$ -
26	TYPE 1 FRAME AND GRATE OPEN LID	EACH	10.0	\$ 3,600.00			\$ 360.00		\$ -
27	TYPE 12 FRAME AND GRATE	EACH	2.0	\$ 350.00			\$ 475.00		\$ 950.00
28	SANITARY MANHOLES TO BE ADJUSTED	EACH	6.0	\$ 2,550.00			\$ 425.00		\$ 2,550.00
29	WATER MAINS TO BE ADJUSTED	EACH	4.0	\$ 1,800.00			\$ 750.00		\$ 3,000.00
30	WATER MAINS TO BE ADJUSTED	FOOT	276.0	\$ 1,800.00			\$ 195.00		\$ -
31	THEOPOLASTIC PAVEMENT MARKINGS - LINE 12"	FOOT	109.0	\$ 1,635.00			\$ 5.00		\$ -
32	THEOPOLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	276.0	\$ 1,635.00			\$ 10.00		\$ -
33	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SD TO	10.0	\$ 1,100.00			\$ 110.00		\$ 35.70
34	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SD TO	10.5	\$ 181.50			\$ 75.00		\$ 3,927.00
35	HOT MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SD TO	247.5	\$ 1,724.00			\$ 30.00		\$ 75.00
36	HOT MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SD TO	109.7	\$ 3,071.50			\$ 28.00		\$ 2,625.00
37	BRICK PAVEMENT REMOVAL AND RESET	SD FT	98.0	\$ 728.00			\$ 13.00		\$ -
38	BRICK PAVEMENT REMOVAL AND RESET	SD FT	40.0	\$ 800.00			\$ 20.00		\$ -
39	BRICK PAVEMENT REMOVAL AND RESET	SD TO	1,720.0	\$ 17,018.00			\$ 8.88		\$ -
40	MISCELLANEOUS PORTLAND CEMENT DRIVEWAY REMOVAL AND REPLACEMENT	FOOT	28.0	\$ 1,298.00			\$ 28,000.00		\$ 13,000.00
41	MISCELLANEOUS PORTLAND CEMENT DRIVEWAY REMOVAL AND REPLACEMENT	SD TO	9.0	\$ 900.00			\$ 62.00		\$ -
42	MISCELLANEOUS PORTLAND CEMENT DRIVEWAY REMOVAL AND REPLACEMENT	SD TO	650.0	\$ 6,500.00			\$ 100.00		\$ -
43	MISCELLANEOUS HOT MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SD TO	20.0	\$ 1,100.00			\$ 55.00		\$ -
44	MISCELLANEOUS RESTORATION	SD TO	40.0	\$ 500.00			\$ 20.00		\$ -
TOTAL VALUE AWARDED:				\$ 1,163,764.20					\$ 217,482.34

MISCELLANEOUS EXTRAS AND CREDITS				VALUES
1	HOT MIX ASPHALT BINDER COURSE - 11.95 ASD	SD TO	570.00	\$ 5,600.00
2	HOT MIX ASPHALT SURFACE COURSE - MIX "D" - 41 TONS @ 885.00/TON			\$ 3,485.00
3				
4				
5				
DEBITS				VALUES
1				
2				
3				
4				
5				

ENGINEERING ENTERPRISES, INC
52 WHEELER ROAD
SUGAR GROVE, ILLINOIS 60054

YOUNG APPROVED

DATE 6/12/2020 AMOUNT \$ 217,482.34

DESCRIPTION Paving 2020 Road Program B, or April / Dec / Arranged / Leave /

ACCOUNT # 21.450.4875

SIGNATURE

APPROVED BY:

6-26-2020

PREPARED BY:

6-26-2020

SUMMARY			
TOTAL MISCELLANEOUS EXTRAS AND CREDITS	\$	6,085.00	
TOTAL COMPLETED CONSTRUCTION COSTS	\$	226,567.34	
DEDUCT RETAINAGE (5%)	\$	11,328.37	
TOTAL AMOUNT DUE TO CONTRACTOR	\$	215,238.97	
TOTAL DEBITS	\$		
NET AMOUNT DUE - THIS PAYMENT	\$	215,238.97	

Progress Bill



From: GENEVA CONSTRUCTION COMPANY
P.O. BOX 998
AURORA, IL 60507-0998

Invoice: 59137
Date: 06/24/20
Application #: 1

To: VILLAGE OF NORTH AURORA
25 EAST STATE ST
NORTH AURORA, IL 60542

Invoice Due Date: 07/24/20
Payment Terms: Net 30 days
Cust #: 36600

Contract: 01020- 2020 NORTH AURORA PAVING

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Total Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
41	MISC CONCRETE CURB & GUTTER R&R	1,798.00	29,000	LF	0.000	62.000000	0.00	0.00%	0.00	0.000	0.00
42	MISC PCC DRIVEWAY REMOVAL & REPLACEMENT	900.00	9,000	SY	0.000	100.000000	0.00	0.00%	0.00	0.000	0.00
43	MISC PCC SIDEWALK REMOVAL & REPLACEMENT	6,500.00	650,000	SF	0.000	10.000000	0.00	0.00%	0.00	0.000	0.00
44	MISC HMA DRIVEWAY REMOVAL & REPLACEMENT	1,100.00	20,000	SY	0.000	55.000000	0.00	0.00%	0.00	0.000	0.00
45	MISC RESTORATION	800.00	40,000	SY	0.000	20.000000	0.00	0.00%	0.00	0.000	0.00
50	PUBLIC WORKS DRIVE SURFACE N70	3,995.00	47,000	TON	0.000	85.000000	0.00	0.00%	0.00	0.000	0.00
51	Item 51	5,040.00	72,000	TON	0.000	70.000000	0.00	0.00%	0.00	0.000	0.00
0005	ASPHALT EQUIPMENT MOVES	0.00	0.000	LS	0.000	0.000000	0.00	0.00%	0.00	0.000	0.00
0007	CONCRETE EQUIPMENT MOVES	0.00	0.000	LS	0.000	0.000000	0.00	0.00%	0.00	0.000	0.00
9006	PUNCH LIST WORK	0.00	0.000	LS	0.000	0.000000	0.00	0.00%	0.00	0.000	0.00
9999	FORCE ACCOUNT	0.00	0.000	LS	0.000	0.000000	0.00	0.00%	0.00	0.000	0.00
09999	TIME & MATERIAL	0.00	0.000	LS	0.000	0.000000	0.00	0.00%	0.00	0.000	0.00
AUP NO 1HMA BINDER		5,040.00	72,000	TON	80.000	70.000000	5,600.00	111.11%	0.00	80.000	5,600.00
AUP NO 1A-HMA SURFACE		3,995.00	47,000	TON	41.000	85.000000	3,485.00	87.23%	0.00	41.000	3,485.00

Total Billed To Date: 226,567.34
5.0 % Retainage of Completed Work: 11,328.37
Less Previous Applications: 0.00
Total Due This Invoice: 215,238.97

PLEASE BE ADVISED: • WHEN AN INVOICE REACHES 60 DAYS AND PAYMENT IS NOT RECEIVED, AN INTENT TO LIEN WILL BE SENT!
• SUBJECT TO A SERVICE CHARGE OF 1.5% PER MONTH ON ALL OVERDUE BALANCES

Progress Bill



From: GENEVA CONSTRUCTION COMPANY
P.O. BOX 998
AURORA, IL 60507-0998

Invoice: 59137
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Invoice Due Date: 07/24/20
Payment Terms: Net 30 days
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Contract: 01020- 2020 NORTH AURORA PAVING

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Total			Amount Previous	Quantity This Period	Amount This Period
							Completed And Stored To Date	%				
01	PREPARATION OF BASE	1,839.00	18,390.000	SY	0.000	0.10000	0.00	0.00%		0.00	0.000	0.00
02	PARTIAL DEPTH PATCHING SPECIAL	49,582.50	1,803.000	SY	0.000	27.50000	0.00	0.00%		0.00	0.000	0.00
03	CLASS D PATCHES 4" SPECIAL	1,120.00	16.000	SY	0.000	70.00000	0.00	0.00%		0.00	0.000	0.00
04	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	7,018.75	5,615.000	SY	0.000	1.25000	0.00	0.00%		0.00	0.000	0.00
05	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	52,528.00	1,876.000	CY	0.000	28.00000	0.00	0.00%		0.00	0.000	0.00
06	AGGREGATE SUBGRADE IMPROVEMENT	56,280.00	1,876.000	CY	0.000	30.00000	0.00	0.00%		0.00	0.000	0.00
07	HMA SURFACE REMOVAL BUTT JOINT	3,890.00	389.000	SY	0.000	10.00000	0.00	0.00%		0.00	0.000	0.00
08	HMA SURFACE REMOVAL VAR DEPTH TYPE 1 1.5"-2.75"	23,728.75	11,575.000	SY	0.000	2.05000	0.00	0.00%		0.00	0.000	0.00
09	HMA SURFACE REMOVAL VAR DEPTH TYPE 2 4"-5.75"	52,443.75	13,985.000	SY	0.000	3.75000	0.00	0.00%		0.00	0.000	0.00
10	HMA SURFACE REMOVAL 4"	17,620.00	4,405.000	SY	0.000	4.00000	0.00	0.00%		0.00	0.000	0.00
11	HMA SURFACE REMOVAL 6"	1,800.50	277.000	SY	376.000	6.50000	2,444.00	135.74%		0.00	376.000	2,444.00
12	BITUMINOUS MATERIALS PRIME COAT	413.80	41,380.000	LBS	0.000	0.01000	0.00	0.00%		0.00	0.000	0.00
13	BITUMINOUS MATERIALS TACK COAT	119.95	11,995.000	LBS	0.000	0.01000	0.00	0.00%		0.00	0.000	0.00
14	HMA BINDER COURSE IL 9.5 N50	72,450.00	1,035.000	TON	0.000	70.00000	0.00	0.00%		0.00	0.000	0.00
15	HMA BINDER COURSE IL 19.0 N50	262,800.00	4,380.000	TON	0.000	60.00000	0.00	0.00%		0.00	0.000	0.00
16	HMA SURFACE COURSE IL 9.5 N50 MIX D	186,550.00	2,665.000	TON	0.000	70.00000	0.00	0.00%		0.00	0.000	0.00
17	COMBINATION CONCRETE CURB & GUTTER R&R	120,540.00	3,444.000	LF	2,650.500	35.00000	92,767.50	76.96%		0.00	2,650.500	92,767.50
18	COMBINATION CONCRETE CURB & GUTTER WATERMAIN	18,018.00	546.000	LF	0.000	33.00000	0.00	0.00%		0.00	0.000	0.00

Progress Bill



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Contract: 01020- 2020 NORTH AURORA PAVING

Cust #: 36600

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Total			Amount Previous	Quantity This Period	Amount This Period
							Completed And Stored To Date	%				
19	SIDEWALK REMOVAL	11,870.30	10,322.000	SF	8,438.900	1.15000	9,704.74	81.76%		0.00	8,438.900	9,704.74
20	PCC SIDEWALK 5"	75,320.00	10,760.000	SF	8,541.300	7.00000	59,789.10	79.38%		0.00	8,541.300	59,789.10
21	DETECTABLE WARNINGS	9,200.00	368.000	SF	326.000	25.00000	8,150.00	88.69%		0.00	326.000	8,150.00
22	MANHOLE TO BE ADJUSTED	10,500.00	21.000	EA	0.000	500.00000	0.00	0.00%		0.00	0.000	0.00
23	INLETS TO BE ADJUSTED	17,200.00	43.000	EA	41.000	400.00000	16,400.00	95.35%		0.00	41.000	16,400.00
24	INLET TO BE RECONSTRUCTED	3,000.00	3.000	EA	1.000	1,000.00000	1,000.00	33.33%		0.00	1.000	1,000.00
25	TYPE 1 FRAME & GRATE, CLOSED LID	5,400.00	15.000	EA	0.000	360.00000	0.00	0.00%		0.00	0.000	0.00
26	TYPE 1 FRAME & GRATE , OPEN LID	3,600.00	10.000	EA	10.000	360.00000	3,600.00	100.00%		0.00	10.000	3,600.00
27	TYPE 11 FRAME & GRATE	950.00	2.000	EA	1.000	475.00000	475.00	50.00%		0.00	1.000	475.00
28	TYPE 12 FRAME & GRATE	2,850.00	6.000	EA	6.000	475.00000	2,850.00	100.00%		0.00	6.000	2,850.00
29	SANITARY MANHOLE TO BE ADJUSTED	23,250.00	31.000	EA	1.000	750.00000	750.00	3.23%		0.00	1.000	750.00
30	B-BOXES TO BE ADJUSTED	780.00	4.000	EA	0.000	195.00000	0.00	0.00%		0.00	0.000	0.00
31	THERMOPLASTIC PAVEMENT MARKING LINE 12"	1,380.00	276.000	LF	0.000	5.00000	0.00	0.00%		0.00	0.000	0.00
32	THERMOPLASTIC PAVEMENT MARKING LINE 24"	1,690.00	169.000	LF	0.000	10.00000	0.00	0.00%		0.00	0.000	0.00
33	PCC DRIVEWAY REMOVAL & REPLACEMENT	1,100.00	10.000	SY	35.700	110.00000	3,927.00	357.00%		0.00	35.700	3,927.00
34	PCC DRIVEWAY WATERMAIN	787.50	10.500	SY	0.000	75.00000	0.00	0.00%		0.00	0.000	0.00
35	HMA DRIVEWAY REMOVAL & REPLACEMENT	7,425.00	247.500	SY	87.500	30.00000	2,625.00	35.35%		0.00	87.500	2,625.00
36	HMA DRIVEWAY WATERMAIN	3,071.60	109.700	SY	0.000	28.00000	0.00	0.00%		0.00	0.000	0.00
37	BRICK PAVER REMOVE AND RESET	728.00	56.000	SF	0.000	13.00000	0.00	0.00%		0.00	0.000	0.00
38	GRADING AND SHAPING DITCHES	800.00	40.000	LF	0.000	20.00000	0.00	0.00%		0.00	0.000	0.00
39	RESTORATION	17,010.80	1,720.000	SY	0.000	9.89000	0.00	0.00%		0.00	0.000	0.00
40	TRAFFIC CONTROL	26,000.00	0.000	LS	0.000	0.00000	13,000.00	50.00%		0.00	0.000	13,000.00

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS } ss
COUNTY OF KANE }

Gty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of North Aurora
to furnish Curb, Walks & Paving Improvements only
for the premises known as 2020 North Aurora Paving
of which Village of North Aurora is the owner.

THE undersigned, for and in consideration of Two Hundred Fifteen Thousand Two Hundred Thirty Eight & 97/100
\$215,238.97 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery,
furnished to this date by the undersigned for the above-described premises.

Given Under my 25th hand day of June signed [Signature] and sealed _____ this 2020

Signature and Seal

Cass W. Price, Vice President

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.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS } ss
COUNTY OF KANE }

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is Cass W. Price
Vice President of the Geneva Construction Company
who is the contractor for the Curb, Walks & Paving Improvement work on the
building located at Various Location Village of North Aurora
owned by Village of North Aurora

That the total amount of the contract including extras is \$1,163,754.20 on which he 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 names of all parties who have furnished material
or labor, or both for said work and all parties having contract 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 included 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
Geneva Construction Company	Paving	937,006.20	0.00	215,238.97	721,767.23
Superior Asphalt Materials LLC	Asphalt / Aggregate	200,000.00	0.00	0.00	200,000.00
Work Zone Safety	Traffic Control	3,535.00	0.00	0.00	3,535.00
Reliable Landscaping	Restoration	18,808.00	0.00	0.00	18,808.00
Superior Road Striping	Striping	4,405.00	0.00	0.00	4,405.00
TOTAL LABOR AND MATERIAL TO COMPLETE		1,163,754.20	0.00	215,238.97	948,515.23

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 25th day of June 2020

Signature

Cass W. Price, Vice President

Subscribed and sworn before me this 25th day of June 2020

DANIELLE CORTES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Feb 11, 2023

Memorandum



To: Dale Berman, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: June 12, 2020
Re: Ordinance Change on Action on Right of Way Permits

Public Works staff is responsible for reviewing all right of way permits. These permits are typically submitted by utility companies who are interested in building infrastructure in the public right of way and do not have a fee. Examples of this type of infrastructure is electric cable and poles, gas main, fiber optic cable for telecommunications. The Public Works department reviews these applications to make sure that when they are installed and there are no conflicts between the proposed installations and the Village's existing or future water main, sanitary sewer, and storm sewer. In order to avoid conflicts staff reviews plans to make sure a minimum horizontal distance of 4.5 feet and vertical distance of 1.5 feet between the proposed infrastructure and the existing Village utilities is maintained.

As competition increases between internet providers, more fiber optic cable is being placed in the ground which translates to an increase in permit applications. Public Works Staff has been tracking the hours associated with permit application reviews over the past 3 years. The trend suggests that the highest volume occurs in winter and early spring. The below table illustrates the hours spent reviewing permits and responding to permit related inquiries.

	2017 Hours	2018 Hours	2019 Hours	2020 Hours
January		4.25	10.25	7.25
February		1.75	12.75	9.25
March	1.5	5.5	13.25	11.75
April	0	11.5	10.5	12
May	0.5	5.75	5	2.75
June	1.5	16.5	1.5	0.5
July	4.25	5.75	3.5	
August	5	7	1.5	
September	20.25	5.5	2.75	
October	10.5	5.75	1.75	
November	29	7.75	3.5	
December	23.5	12.5	6.25	
Total	96	89.5	72.5	43.50

The Municipal Code currently requires staff to review and return comments to the applicant within 14 days. Staff is requesting an increase in the time allowed for review of these permits from 14 days to 28 days to account for the higher volume received in winter and spring. Additionally the Municipal Code automatically approves a permit application after 45 days. Staff is requesting this duration increased to 60 days.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE AMENDING SECTION 12.20.050
OF THE NORTH AURORA MUNICIPAL CODE
REGARDING ACTION ON PERMIT APPLICATIONS

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 AMENDING SECTION 12.20.050
OF THE NORTH AURORA MUNICIPAL CODE
REGARDING ACTION ON PERMIT APPLICATIONS

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

1. Title 2 (Streets, Sidewalks and Public Places) Chapter 12.20 (Construction of Facilities in The Rights-of-Way) Section 12.20.050 is hereby amended in its entirety as follows:

12.20.050 - Action on permit applications.

B. Submission and Review of Permit Applications. Completed permit applications, containing all required documentation, shall be submitted to the office of the North Aurora department of public works for review by the superintendent of public works, village engineer and any other staff or consultant as may be appropriate or necessary to review and process the application. The date of submission shall be the date of receipt as stamped on the application by the village staff receiving it. Review comments shall be forwarded to the applicant within twenty eight (28) days from the date of submission. The applicant must respond to the review comments in writing within fourteen (14) days. Additional review comments, if any, shall be forwarded to the applicant within seven days, and the applicant shall have seven days to respond to any additional comments. The application shall be accepted as written, accepted with conditions, or denied within sixty (60) days from submission of an application that is complete in the detail requested in the application. If the application does not conform to the requirements of all applicable ordinances, codes, laws, rules, and regulations, the application may be denied in writing, stating the reasons therefor. If the proposed work conforms to the requirements of this chapter and all applicable ordinances, codes, laws, rules, and regulations, the superintendent of public works shall issue a permit therefor as soon as practicable. Any application that has not been previously accepted with conditions or denied in writing within sixty (60) days from the date of submission shall be considered approved as submitted.

2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

VILLAGE OF NORTH AURORA

3. Codification. The corporate authorities of the Village intend that this Ordinance will be made part of the North Aurora Municipal Code and that sections of this Ordinance can be renumbered or relettered and the word "Ordinance" can be changed to "Section," "Article," Chapter" or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

4. Conflict. All parts of the North Aurora Municipal Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and all other provisions of the North Aurora Municipal Code and all other existing ordinances shall otherwise remain in full force and effect.

5. 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 digitally 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

We, Dale Berman, the Village President, and Lori Murray, the Village Clerk, hereby verify that we did sign and attest Ordinance No. ____ digitally with the intention that the digital signature be considered effective in lieu of a hand written signature for all purposes as of the date stated above.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

Memorandum



To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: June 30, 2020

Re: Approval of a Master Lease Agreement for Small Cell Facilities

The Village has heard from one utility company that they plan on moving forward with submitting small cell permit applications. Per section 12.25.030 Regulation of Small Wireless Facilities requires applicants to enter into a Pole Attachment Agreement also known as a Master Lease Agreement within 30 days of the Village receiving the application.

Since the Village does not currently have a Master Pole Attachment Agreement, the Village asked the Village Attorney to develop one. The attached agreement is a combination of the agreement used by IML and the City of Aurora. As part of this agreement Village will have the option of developing design criteria for small cell facilities.

**MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL
WIRELESS FACILITIES LOCATED WITHIN THE VILLAGE OF NORTH AURORA
MUNICIPAL RIGHTS OF WAY**

This MASTER LICENSE AGREEMENT ("Agreement") also known as the Pole Attachment Agreement is made and entered into by and between the Village of North Aurora an Illinois municipal corporation ("Licensor"), and Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Licensor intends to promote the expansion of communications services in a manner consistent with, for example, the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, and Federal Communication Commission Regulations; and

WHEREAS, Public Act 100-585, known as the Small Wireless Facilities Deployment Act, approved by the Governor on April 12, 2018, with an effective date of June 1, 2018, acts to impose certain additional requirements on municipalities, including the Licensor, regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined Small Wireless Facilities both within public rights-of-way and in other locations within the jurisdiction of the Licensor; and

WHEREAS, the Small Wireless Facilities Deployment Act and Chapter 12.25 (Construction of Small and Micro Wireless Facilities) of Title 12 (Streets, Sidewalks and Public Places) of the Code of Ordinances, Village of North Aurora, Illinois ("Small Wireless Facilities Ordinance"), provide that Small Wireless Facilities attached to a utility pole or wireless support structure owned by the Licensor within the public rights-of-way are subject to an attachment agreement; and

WHEREAS, the Corporate Authorities of the Licensor have determined that the establishment of an attachment agreement for Small Wireless Facilities mounted on utility poles or wireless support structures owned by Licensor in public Right-of-Ways, will properly facilitate and manage the deployment of Small Wireless Facilities within the Licensor's jurisdiction; and

WHEREAS, regulation of the deployment of said Small Wireless Facilities can be accomplished through the use of site-specific permitting, managed and controlled by staff, but only after a Licensee agrees to the terms of this Agreement; and

WHEREAS, the Licensee desires to install, maintain, and operate Small Wireless Facilities in and/or upon certain of Licensor's utility poles or wireless support structures.

NOW THEREFORE, based upon the consideration recited herein and the granting of Site Specific Permits, the Licensee and the Licensor agree to abide by the terms and conditions of this Agreement as follows:

1.0 **Recitals.** The recitals set forth above are incorporated herein and made part of this Agreement as representing the intent of the Parties, and as substantive covenants and conditions.

2.0 **Definitions.**

2.1 The capitalized terms used herein, unless specifically defined within Section 2.2 of this Agreement, are the terms defined in the Small Wireless Facilities Deployment Act (“Act”) and the Small Wireless Facilities Ordinance of the Village’s Code of Ordinances, as amended.

2.2 The following definitions are specific to this Agreement and are not found in the Act.

“**Act**” shall mean the Small Wireless Facilities Deployment Act.

“**Agreement**” or “**License Agreement**” shall mean this Agreement.

“**Annual License Fee**” means the annual rate described in Section 6.2 of this Agreement.

“**CFR**” means the Code of Federal Regulations.

“**Entity**” means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, unit of local government, a receiver, trustee, guardian or other representative appointed by order of court, or any other legally recognized organization, whether for-profit or not-for-profit. The Licensor shall not be considered a "Person" or "Entity" for purposes of this Agreement.

“**Effective Date**” means the date this Agreement is executed by the last Party to sign following approval by the Licensor’s Village Council.

“**Law(s)**” means any applicable statute, administrative or judicial act, decision, charter, code, constitution, law, opinion of a court of competent jurisdiction, court order, ordinance, policy, regulation, including procedures and the conditions of certificates as prescribed by regulation, rule, schedule, specification, rates and tariffs as established in statute, rules, or regulation, or other requirement of the Licensor or any other unit of government or agency of a unit of government having joint or separate jurisdiction over the Licensee, now or hereafter in effect, during the term of this Agreement. The term Laws includes the Licensor’s Right of Way Ordinance (Article X (Construction of Facilities in the Public Rights-of- Way) of Chapter 42 (Streets and Sidewalks) of the Code of Ordinances, Village of North Aurora, Illinois and Small Wireless Facilities Ordinance Article VI (Small Wireless Facilities) of Chapter 19 (Telecommunications and Cable Television) of the Code of Ordinances, Village of North Aurora, Illinois.

“Licensor Representative” means the then-current person at the Licensor that oversees administration of this Agreement, or his/her designee.

“Permit Drawing and Specifications” means documents submitted by a Licensee, in conformance with the requirements of the Licensor, for a Site- Specific Permit Application which depict the design, construction, installation, and maintenance of any Small Wireless Facility.

“Pole Application” means the Village pole application in the form maintained and available at the Village from time to time for approval of small cell or micro wireless facilities on Village-owned Utility Poles or Wireless Support Structures.

“Site-Specific Location” means a location which qualifies, under this Agreement, for the placement of, or which contains, Small Wireless Facilities allowed under a Site-Specific Permit.

“Site-Specific Permit or Permit” means a non-exclusive permit granted by the Licensor allowing the installation of Small Wireless Facilities at a Site-Specific Location.

“Site-Specific Permit Application” means the application for a permit for the installation of Small Wireless Facilities at a Site-Specific Location.

“Unauthorized Communication Site” means the installation of a Small Wireless Facility or Utility Pole within the corporate limits of the Licensor or the Licensor’s Comprehensive Planning Area without a permit or any Work not specifically authorized by the Corporate Authorities of the Licensor or in conformance with applicable law. An Unauthorized Communication Site shall not include any site where Licensee has, in good faith, performed Work as specifically authorized by an issued Site Specific Permit, applicable law, or otherwise authorized by the Corporate Authorities of Licensor.

“Unauthorized Installation Charge” means the penalty payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.

“Village Pole License” an accepted application for use of a Village-owned Utility Pole or Wireless Support Structure on a Site Specific Location.

“Work” means all design, construction, restoration, maintenance, removal, repair, relocation, or modification of any Small Wireless Facility, utility pole or wireless support structure installed by or on behalf of the Licensee.

3.0. Term.

3.1. Initial and Extension Terms. This Agreement shall apply to all Small Wireless Facilities proposed, permitted and installed at Site-Specific Locations on Utility Poles or Wireless Support Structures owned by the Licensor pursuant to Small Wireless Facilities Ordinance. The initial term of this Agreement shall be five (5) years (“Initial Term”) commencing on the Effective Date, unless earlier terminated in accordance with this Agreement. The term of this Agreement shall be extended for an additional 5-year period (each, an “Extension Term”) commencing on the expiration of the initial term, provided that:

3.1.1. Licensee has not provided the Licensor with a written notice of its intent to terminate

the Agreement at the end of the initial term without renewal; and

3.1.2. The Licensee is in compliance with the provisions of this Agreement and applicable Laws; and

3.1.3. There has not been any change in the Law that materially affects the provisions of this Agreement or its enforceability; and

3.1.4. The Licensor or Licensee has not otherwise terminated this Agreement in accordance with its provisions; and

3.1.5. The Act has not been repealed or been found to be unconstitutional by a court of law; and

3.1.6. The Act did not sunset on June 1, 2021.

Up to two (2) additional five (5) year extension terms (the “additional extension terms”) may be entered into by written mutual agreement of the Parties following the initial extension term, subject to 3.1.1 through 3.1.6 above, except that the notice from Licensee as specified in 3.1.1 will propose an additional extension term, and any such additional extension term shall be subject to the applicable Village Code provisions or regulations in effect at the time of renewal. The Parties acknowledge that in the event this Agreement is not renewed by mutual agreement of the Parties for a first or second additional extension term, the Parties shall enter into a new agreement applicable to site-specific permits applied for after the termination date, subject to the applicable Village Code provisions or regulations in effect at that time.

3.2 New Agreement/Holdover. A Licensee may enter into a new License Agreement with the Licensor no later than six (6) months before the expiration of the Agreement (or any extensions or additions thereof), based upon the License Agreement then in effect or in accordance with such other contract rates, terms and conditions, or ordinances that may be adopted by the Licensor from time to time. If upon expiration of the Agreement or any extension term or additional extension terms, the Parties fail to negotiate the renewal of a new License Agreement, and the Licensee fails to comply with Section 3.3, the Licensee shall be deemed to holdover and shall otherwise be liable to perform its obligations of the terms and conditions of the License Agreement as well as payment of the holdover amount set forth in Section 7.1 of this Agreement. No holdover shall exceed six (6) months.

3.3 Non-Renewal. If the Site Specific Permit is expired or is terminated, then the Licensee, at its option, shall do one of the following, except to the extent prohibited by applicable Laws:

3.3.1 Remove the Licensee’s Small Wireless Facilities at its sole cost and expense within sixty (60) days of the expiration date of the applicable Site Specific Permit. If the Licensee fails to remove the Small Wireless Facilities by said date, the Licensor may in its discretion remove said facility pursuant to Section 7.2 herein; or

3.3.2 Without cost or charge to the Licensor, abandon the Licensee’s Small Wireless Facilities in place, but only if the Licensor first approves the proposed abandonment, in writing; including conditions applicable to the abandonment. In the case of an approved abandonment in

place, the Licensors may at its discretion remove said Small Wireless Facility pursuant to Section 7.2 herein; or

3.3.3 Sell the Licensee's Small Wireless Facility to a qualified third-party subject to the Licensors' prior written approval, which will not be unreasonably withheld.

3.3.4 Upon the occurrence of any circumstance set forth in this Section 3.3, this Agreement shall be deemed terminated except as to the indemnification and hold harmless provisions which shall survive until all statutes of limitations and repose applicable to a casualty occurring during the license term have expired. If a Small Wireless Facility has time remaining on its Site Specific Permit term, then the provisions of this Agreement remain in place during the remaining time on those Site Specific Permits but there shall be no right to an extension unless a new License Agreement is negotiated.

34 **Termination.** Except as otherwise provided herein, either party may terminate this Agreement for cause, as defined herein, upon thirty (30) days written notice sent by the non-breaching party to other party. In the event of a termination for cause, the either party may exercise its legal rights and/or equitable remedies either under this Agreement or by any other means that may be provided by law or equity, including the right, without limitation to recover any uncollected license or permit application fees that would be due and payable by the Licensee to the Licensors if this Agreement had not been terminated during the initial or extension term.

3.4.1 **A termination for cause means:** 1) The Licensee fails to cure a material default of this Agreement within thirty (30) days after it receives the Licensors' notice of default, or, if the default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence and thereafter diligently continue such cure to completion within a reasonable period of time; or 2) Any agency exercising jurisdiction over the Licensee has by final order that is no longer subject to appeal, terminated or otherwise revoked the Licensee's approval, authorization, certification or license to provide the Wireless Services or Small Wireless Facilities; 3) The Licensee installs or causes to be installed five (5) or more Unauthorized Communication Sites during any five (5) year term. However, cooperation with other agencies/jurisdictions to comply with their laws and procedures (as set forth in Section 4.1.2 "Compliance with Laws" and Section 8.1 "Provision of Communication Services") shall not be an event of default or basis for termination, provided no installation is done before Licensors authorization. A termination or revocation that affects specific sites only will result in the termination of the applicable Site-Specific Permit(s) only, while a general termination or revocation affecting Licensee's ability to provide Wireless Services or Small Wireless Facilities in general will result in a termination of the entire Agreement.

3.4.2 **Removal upon Termination for Cause.** Upon establishment of termination for cause and after the expiration of the time period set out in Section 3.4.1 above, Licensors may terminate such Site Specific Permits that are the cause of the termination for cause as set forth in Section 3.4.1. If the Licensee has failed within ninety (90) days from the Effective Date of termination for cause to remove or cause removal of the Licensee's Small Wireless Facilities which are subject to the termination for cause, the Licensors may at its discretion remove said Facility pursuant to Section 7 herein.

35 **Abandonment.** A Small Wireless Facility that is not operated for a continuous period of 12 months shall be considered abandoned and the Licensee may, upon request of Licensor, remove the Small Wireless Facility within 90 days after receipt of written notice from Licensor notifying Licensee of the abandonment and requesting its removal. If the Small Wireless Facility is not removed within 90 days of such notice, Licensor may remove or cause the removal of such facility and charge said costs to the Licensee. Licensee shall provide written notice to Licensor of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

36 **Changes in the Law.** The Parties acknowledge that Communications Services, and Wireless Services and the law associated with communications services and wireless services is evolving at the Federal, State and local level. If during the initial term or extension term the Laws are superseded, preempted, adopted, amended or repealed in a manner that is binding on the Parties and that requires the Parties to alter existing Agreements, the Parties shall negotiate an amendment to this Agreement to the extent necessary to comply with any new Law affecting existing agreements.

4.0. **Grant and Scope of License.**

4.1 **Grant of License.** Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee and, the Licensee accepts from the Licensor, a non- exclusive license to submit Site-Specific Permit Applications to install, and, upon installation pursuant to a valid Site-Specific Permit, to use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace Licensee's Small Wireless Facilities pursuant to said permit. All rights and obligations of the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense unless otherwise agreed to in writing by the Parties or as otherwise required by the Laws.

4.1.1. **Site-Specific Permit.** The Licensee shall prior to performing any Work to install a Small Wireless Facility, submit a Site-Specific Permit Application to the Licensor, and receive from the Licensor a Site-Specific Permit to occupy the Site- Specific Location with the Small Wireless Facilities pursuant to Small Wireless Facilities Ordinance.

4.1.2. **Compliance with Laws.** The installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of any Small Wireless Facilities shall comply with all Laws.

4.1.3. **License Only.** Nothing in this Agreement or in a Site-Specific Permit shall be deemed to grant, convey, create, or vest in the Licensee a property right or perpetual interest in the Utility Poles, Wireless Support Structures, land or the rights-of-way of the Licensor including, without limitation, any fee interest, leasehold interest, easement, or franchise right. Any interpretation of this license or a Site-Specific Permit by a Court, which would purport to create any fee, leasehold, easement, or franchise interest in the Licensee shall, twenty-four (24) hours after such determination, result in the Licensee's forfeiture of any and all rights under this Agreement or any Site-Specific Permit.

4.1.4 **No Warranty.** Neither the Licensor, nor any existing easement holder, franchisee, or other licensee shall be liable to the Licensee for failure of the Licensor or the others to secure legal authority from a grantor of an easement affecting the installation of Small Wireless Facilities. It shall be the obligation of the Licensee to ascertain any legal right held by any servient estate of an

easement affecting the proposed or existing Small Wireless Facilities and to resolve those issues with the owner of the servient estate.

42. **Immunities.** Nothing in this Agreement shall be interpreted to override, compromise or waive any of the Licensors' statutory or common-law privileges or immunities which are all specifically reserved. There are no third-party beneficiaries of this Agreement.

43. **Authorized Use.** The Licensee shall use Licensee's Small Wireless Facilities for the sole purpose of providing Communications Services and Wireless Services and may only install, use, operate, design, construct, restore, maintain, remove, repair, relocate, or modify Licensee's Small Wireless Facilities as authorized by the Site-Specific Permit and/or applicable Laws.

44. **Control of Facilities.** Licensee's Wireless Service Providers may own the equipment installed in the Small Wireless Facilities, but in no event shall Licensee allow any other Entity to control the Licensee's Small Wireless Facilities or any portion thereof for any purpose not directly related to the Licensee's provision of Communications Services or Wireless Services. Licensee shall have no authority to assign, sell or transfer a Site-Specific Permit without the written consent of the Licensors, unless such assignment, sale or transfer is made to an affiliate of the Licensee. The Licensee is at all times liable and responsible for the obligations of this Agreement. Additionally, the Licensee shall require its Wireless Service Providers to acknowledge this Agreement and that any and all Wireless Service Providers shall be responsible for complying with the terms of this Agreement and any Site Specific Permits in the event the Licensee fails to do so.

45. **Condition of Premises.** As a material part of the consideration for this Agreement, Licensee takes and accepts the Licensors' Utility Poles, Wireless Support Structures and Rights-of-Way "as is" in the condition in which the Licensee finds them, with any and all latent and patent defects and with no express or implied warranties by the Licensors of merchantability, fitness, suitability, or fitness for any particular purpose. The Licensee shall have the right to inspect the Utility Poles, Wireless Support Structures, and Rights-of-Way prior to installing the Small Wireless Facilities. The Licensors will be responsible for the regular maintenance of the Utility Poles, Wireless Support Structures and Rights-of-Way and will keep the Utility Poles, Wireless Support Structures and Rights-of-Way in good repair as required by all Laws. The Licensee shall be responsible for repairing any damage to the Rights-of-Way, Wireless Support Structures, or Utility Poles that is disturbed or damaged as a result of the installation, construction, reconstruction, use, operation, maintenance, repair, removal, reattaching, reinstallation, relocation or replacement of the Small Wireless Facilities. The Licensors shall have the right to temporarily remove or require the Licensee to temporarily remove the Small Wireless Facilities in order to maintain the Utility Poles, Wireless Support Structures and Rights-of-Way, at the Licensee's sole cost and expense. In the event that the Small Wireless Facilities are temporarily removed in accordance with the preceding sentence and such removal shall last longer than seven (7) days, Licensors will work in good faith to identify an alternative location for Licensee to temporarily locate its Small Wireless Facilities in order to minimize interruption to Licensee's business which, subject to the approval of the Licensors, may include the installation of temporary poles or other methods which are necessary for Licensee to continue providing Wireless Services.

46. **Interruption of Service.** The Licensors shall not be liable to the Licensee, its customers, or anyone else for the interruption of service of the Licensee or any interference with the operation of the Licensee's Small Wireless Facilities. Notwithstanding the foregoing, Licensors shall use its best efforts to avoid the authorization of any other Entity to install equipment of the

type and frequency that will cause harmful interference, measured in accordance with then-existing industry standards, to Licensee's then-existing Small Wireless Facilities unless the interruption is for public safety purposes, local government, or other public purpose. In the event that Licensee has a good faith belief that such interference is occurring, the parties shall work in good faith to minimize or cease the interference in a commercially reasonable manner.

4.7 **Electrical.** Licensee shall be permitted to connect Small Wireless Facilities to necessary electrical and telephone service, at Licensee's sole cost and expense. Licensee shall attempt to coordinate with applicable utility companies to provide separate service to Licensee's Small Wireless Facilities for Licensee's use. In the event that Licensee can obtain separate electrical service with a separate meter measuring usage, the Licensee shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, Licensee may use existing service, at Licensee's sole cost and expense, upon the reasonable approval of Licensor. In the event that Licensee uses existing utility service at an individual Utility Pole or Wireless Support Structure, the Parties agree to either: i) attempt to have a submeter installed, at Licensee's expense, which shall monitor Licensee's utility usage (with a reading and subsequent bill for usage delivered to Licensee by either the applicable utility company or Licensor); or ii) provide for an additional fee in the applicable Site Specific Permit which shall cover Licensee's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Site Specific Permit.

Licensee shall be permitted at any time during the Term of each Site Specific Permit, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Utility Pole), a temporary power source, and all related equipment and appurtenances within the Utility Pole, or elsewhere on the Utility Pole in such locations as reasonably approved by Licensor. Licensee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Utility Pole. In the event such conduits affect the life expectancy of the Utility Pole, an additional fee that reflects the replacement cost of the Utility Pole may be assessed by Licensor after providing written notice to Licensee.

4.8 **General Restrictions.**

4.8.1 **Repair, Removal, Relocation or Replacement of Utility Pole.** In the event Licensor, in its reasonable discretion deems it necessary to repair, remove, relocate or replace a Utility Pole, Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its Small Wireless Facility. In such event, Licensor shall provide options for alternative locations for Licensee relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its Small Wireless Facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, Licensee may terminate the applicable Site Specific Permit. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, Licensor must provide as much notice of the removal, relocation or replacement of a Utility Pole as reasonably practical under the circumstances.

4.8.2 **Damage to Utility Pole.** In circumstances where the Utility Pole is damaged, the Licensor shall have the right to remove the Utility Pole and transport the Small Wireless Facilities to the Licensor's facilities. The Licensor shall notify the Licensee of the damaged Utility Pole as soon as reasonably practical. The Licensor shall have discretion to replace the Utility Pole, as set

forth in Section 4.8.1. The Licensee shall be solely responsible for all costs related to the removal and/or reinstallation of its Small Wireless Facilities. If the utility pole needs to be replaced, and the utility pole to be replaced is or was a non- standard design or type in order to accommodate the Licensee's Small Wireless Facility, and recovery from the liable party who damaged the pole is not available, the Licensee shall be solely responsible for the incremental costs of the replacement utility pole over the cost of a standard pole.

483. **Emergency.** Licensor reserves the right to take all reasonable actions in the case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). All emergency work in the ROW shall be conducted in a safe and good workmanlike manner and in accordance with Laws.

484. **Right-of-Way Only.** This Agreement shall only apply to Site-Specific Permits for Small Wireless Facilities located on Licensor Utility Poles and Wireless Support Structures that are located entirely within the Right-of-Way.

5.0. Other Rights and Obligations of Licensee.

5.1. **Rights and Obligations after Installation of Small Wireless Facilities.** Except as set forth in this Section or as allowed by applicable Laws, should Licensee wish to modify the form, fit, or function of any Small Wireless Facility during the term of this Agreement, Licensee may request, in writing, the Licensor's approval and authorization to add, attach, install, move, repair, replace, or otherwise alter or change the Licensee's Small Wireless Facilities in a manner consistent with this Agreement and with the Act and the Small Wireless Facilities Code. All written requests for this purpose shall be filed with the Licensor's Representative, who may revise the Site-Specific Permit for such Work subject to appropriate reasonable conditions or require a new permit. All Work on the Utility Poles shall comply with the applicable Laws, including the Municipal Code.

5.1.1. **Maintenance.** Licensee shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of Licensor. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment at any time. Licensee may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other Licensor approval. . However, the Licensee shall notify the Licensor, in writing, of any routine maintenance at least forty-eight (48) in advance of the maintenance. Written notice of routine maintenance shall be provided as set forth in Section 13.19, by phone to _____or by e-mail transmission to _____. Licensee shall obtain all required permits and prior approvals from the City for all other work subject to the terms of this Agreement.

5.1.2. **Replacement of Small Wireless Facilities.** If the Licensee is seeking to replace a Small Wireless Facility with a Small Wireless Facility that is substantially similar and the same size,

or smaller, than the existing Small Wireless Facility, the Licensee does not need to receive written authority or any additional permits from the Licensor. At least ten (10) days prior to the planned replacement, the Licensee shall notify the Licensor of the planned replacement and provide the Licensor with (i) the equipment specifications for the replacement of equipment, which shall include the equipment type and model numbers for the antennas and all other wireless equipment associated with the replacement Small Wireless Facility; and (ii) information sufficient to establish that the replacement Small Wireless Facility is substantially similar. The Licensee shall provide all information necessary and requested by the Licensor to establish to the Licensor that the replacement Small Wireless Facility is substantially similar.

5.1.3. Micro Wireless Facilities. The installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities, as defined in the Act, that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes do not require an application or authorization from the Licensor. However, the Licensee shall still notify the Licensor, in writing, of any work on Micro Wireless Facilities under this subsection at least forty-eight (48) in advance of that work.

5.1.4 Traffic Plan. If any of the work performed in this Section involves activities that affect traffic patterns or require lane closures, the Licensor may require the Licensee to obtain a Right-of-Way permit.

52 Due Care. Licensee shall at all times use due care to insure that no damage, beyond reasonable wear and tear, is caused to Utility Poles, Wireless Support Structures, Rights-of-Way, or Licensor Facilities, conduits, or any other portion of the Licensor's or others' property, including but not limited to: ground surfaces, landscaping, paved surfaces, swales, sewer drainage features, fibers, wires, cables, poles and/or conduits lawfully located on or about Utility Poles, or other physical structures on which the Licensee intends to attach and/or install Licensee's Small Wireless Facilities. Any damage which is caused by the Licensee shall be reported to the Licensor's emergency contact listed in Section 13.19 herein and in writing to the affected Party within forty-eight (48) hours of the damage. Licensee shall install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace its Small Wireless Facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement, and applicable Laws. Licensee shall ensure that its employees, agents or contractors that perform work in connection with its Small Wireless Facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

53. Identification of Facilities. Licensee shall identify its Small Wireless Facilities, including, without limitation, its fibers, wires, and cables and equipment enclosures with appropriate durable visible identification tags that describe the Licensee's name, number, color, identification, code, size, and manufacture of Licensee's Small Wireless Facilities. Licensee shall consult with the Licensor Representative to make certain that such identification tags are specific to the Licensee so as not to be confused with other Entities lawfully within the area of Licensee's Small Wireless Facilities. Licensee shall comply with J.U.L.I.E protocol and shall have sole responsibility to locate Licensee's Small Wireless Facilities. Upon a change in ownership or control of Small Wireless Facilities, the new Entity shall provide updated identification tags within fourteen (14) days.

54. Interference. Licensee agrees that its license is subject at all times to the Licensor's right to use its Utility Poles and Wireless Support Structures as set forth in this Agreement. The Licensee's operation of Small Wireless Facilities shall not interfere with the frequencies used by a

public safety agency for public safety communications, both present and future frequencies.

5.4.1 Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. In the event any after-installed Licensee's Small Wireless Facilities cause such interference, and after Licensors has notified Licensee in writing of such interference, Licensee, at its sole expense, will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such Small Wireless Facilities and later powering up such Small Wireless Facilities for intermittent testing. The Licensors may terminate a permit for a Small Wireless Facility based on such interference if the Licensee is not making a good faith effort to remedy the problem. With respect to interference with public safety frequencies, good faith effort must be action in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

5.4.2 Subject to the provisions of Section 5.4, Licensee agrees to use its best efforts to minimize any interference caused by its Small Wireless Facilities to any of Licensors's or other Entity's equipment which has been installed prior to Licensee's install of its Small Wireless Facility. In the event that Licensors has a good faith belief that Licensee's Small Wireless Facilities are causing interference in accordance with this Section 5.4.1, the parties shall work in good faith to minimize or cease the interference in a commercially reasonable manner.

6.0. Costs and Application Process.

6.1. Make Ready Work.

6.1.1. For Licensors's Utility Poles that support aerial facilities used to provide communications services or electric service, the Licensee shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. The Licensee shall be responsible for all costs associated with make-ready work. The good faith estimate of the municipality for any make-ready work necessary to enable the Utility Pole to support the requested collocation shall include municipality pole replacement, if necessary.

6.1.2. For Licensors's Utility Poles that do not support aerial facilities used to provide communications services or electric service, the Licensors shall provide a good- faith estimate for any make-ready work necessary to enable the Utility Pole to support the requested collocation, including pole replacement, if necessary, and shall provide the good faith estimate within ninety (90) days after receipt of a complete application. The Licensee shall be responsible for all costs associated with make-ready work.

6.1.3. Fees for make-ready work, including any Licensors Utility Pole replacement, shall not exceed actual costs or the amount charged to Communications Providers for similar work. Make-ready work can include fees and expenses incurred for review by consultants, unless the Licensors's Utility Pole does not support aerial facilities used to provide communications services or electric service.

6.1.4 Make-ready work may include work needed to accommodate additional public safety

communications needs that are associated with the deployment of public safety equipment for attachment within one (1) year of the application.

6.2. **Annual License Fee.** The Licensees shall pay, on an annual basis, an Annual License Fee for each Site-Specific Location in the amount of \$200 or an amount allowed by applicable law and set forth in the Village's Small Wireless Facilities Ordinance. In establishing The Annual License Fee, Licensors shall comply with applicable Laws.

6.3. **Timing of Annual License Fee Payments.** Upon the final inspection of a Site-Specific Permit the Licensee shall pay the full Annual License Fee for that Site-Specific Location. Annual License Fees, for all Site-Specific Locations, shall thereafter be due and payable by the Licensee on January 1st of each year.

6.4. **Late Payment Interest.** Any Annual License Fees not paid within 60 days of due date will be assessed a rate of 10% per annum from the due date.

6.5. **Failure to Pay.** Licensee's failure to pay any costs or Annual License Fees under this Agreement within thirty (30) days of the due date shall constitute a material default. Licensee's obligation to pay all previously incurred costs, fees, and Right-of-Way fees shall survive the expiration or earlier termination of this Agreement. If a failure to pay has not been cured within thirty (30) days of the due date, the Licensee shall remove Licensee's Small Wireless Facilities within the timeframe specified in Section 3.3.1. Licensee's failure to remove within the time required will authorize the Licensors at its discretion to remove said facility pursuant to Section 7 herein.

6.6 **Application Process.** Licensee shall submit applications for Site Specific Permits in accordance with the requirements of applicable Laws, including the Village's Code of Ordinances. Licensors shall process requests for the collocation of Small Wireless Facilities or Site Specific Permits in accordance with the requirements of applicable Laws, including the Village's Code of Ordinances. Within 60 days of receipt, the Village shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed accepted. If the Village timely rejects the Pole Application, the review period will be suspended until Licensee cures the non-compliance. Upon acceptance or approval, a Village Pole Application shall be deemed to be a Village Pole License.

6.6.1 Village may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection: (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices; (ii) the Pole Application is incomplete; (iii) the proposed Equipment exceeds the height, dimension or other parameters of a Small Wireless Facility under applicable Law, including 50 ILCS 840/10 ("Small Wireless Facilities"); (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the Village's pole attachment laws for traffic light poles, show Emergency with the Village's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Criteria; or (v) the Pole Application does not include a load bearing study.

6.6.2 Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the Village shall only apply if the criteria are (i) reasonable, (ii) applied equally and in a non-

discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request/application submitted herein, and (iv) comply with applicable federal and state Laws, (v) do not have the effect of inhibiting or preventing deployment or collocation of Equipment. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Changes made to the Village's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws.

6.6.3 Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Licensee may install an electric meter on the Village pole or the ground adjacent to the Village pole.

6.6.4 The term of each Pole License shall be ten (10) years beginning on the first day of the month following the date that is 180 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). Unless Licensee provides written notice to the Village prior to the expiration of the then current term that Licensee will not renew any Pole License, each Pole License will automatically renew for three (3) consecutive 5-year periods.

6.6.5 Following expiration or earlier termination of any Pole License, Licensee shall remove all Equipment from the Village owned or controlled poles and, other than reasonable wear and tear, repair and restore the Village owned or controlled poles and the ROW to its prior condition, unless the Village authorized otherwise. In the event that Licensee removes any Village poles pursuant to this Agreement, the Village shall retain ownership of any poles Licensee or its contractor removes and shall provide directions to Licensee for their reuse or disposal. Equipment installed pursuant to clauses (ii) or (iii) of Section 1 shall not be subject to removal under this Agreement but shall at all times remain subject to the Code (as defined below).

7.0 Removal of Small Wireless Facilities.

7.1. **Licensee's Obligation to Remove.** The Licensee has an obligation to remove its Small Wireless Facilities, and restore the Utility Pole, Wireless Support Structures, and Rights-of-Ways to their original condition, reasonable wear and tear and casualty damage excepted. This obligation arises: (1) upon the termination or expiration of any Site Specific Permit; (2) when the Licensee is no longer using a Small Wireless Facility to provide Wireless Services; or (3) when the Licensee abandons the Small Wireless Facilities. All of the equipment and Small Wireless Facilities of the Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If Licensee remains on the Property after termination of the Site Specific Permit for a period of less than six months, Licensee shall pay a holdover fee in the amount of \$250 per year until such time as the removal of the Small Wireless Facilities is completed. If Licensee remains on the Property for more than six months after termination of the Site Specific Permit, Licensee shall pay a holdover fee in the amount of \$250 per month until such time as the removal of the Small Wireless Facilities is completed. The Licensor shall have the authority at any time to order and require Licensee to remove and abate any Small Wireless Facilities that are in violation of applicable Laws.

7.2. **Licensor's Authority to Remove Small Wireless Facilities.** In the event that the Licensee fails to remove a Small Wireless Facility within ninety (90) days from the termination or expiration of a Site Specific Permit, or from the date of written notice from the Licensor demanding

the removal for abandonment as specified in the Village's Small Wireless Facilities Ordinance, the Licensors shall have the right to take such action as it deems necessary to remove the Small Wireless Facility, including the authority to engage the services of an independent contractor or through any code provisions regarding the abatement of nuisances. All notices of removal or abandonment shall be sent by certified or registered mail, return receipt requested, by the Licensors to the Licensee at the last known address of the Licensee. The Licensee shall pay the Licensors, within thirty (30) days the Licensors's actual and reasonable cost of removal of the Small Wireless Facility and for any other losses or damages incurred by the Licensors by such undertaking. This obligation shall survive termination or expiration of this Agreement. Alternatively, pursuant to the requirements of the Municipal Code, the Licensors may use any bond or letter of credit deposited by the Licensee to cover the cost of any removal. If the Licensors removes the Licensee's Small Wireless Facility in accordance with this Agreement, the Licensors shall, where practical, take possession of and hold the Small Wireless Facility at its facilities for a period up to 30 days and notify Licensee that it may take possession of such Small Wireless Facilities from Licensors's facilities at any time prior to the expiration of that time period. The Licensors shall have no obligation to pay or reimburse the Licensee for any Small Wireless Facility removed by the Licensors in accordance with this Agreement.

8.0. Installation and Replacement of Small Wireless Facilities.

8.1. **Provision of Communication Service.** This Agreement shall include new types of Small Wireless Facilities that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all Laws in connection with the use of the Rights-of-Ways or other property. For Site-Specific Locations in the Right of Way, said locations may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities approved by a Site-Specific Permit by the Licensors from time to time for Communication Services or Wireless Services, and not for any other purpose whatsoever.

8.2. **Ongoing Inspections.** The Licensors shall have the ongoing right to inspect any Site-Specific Location or Work related to the Licensee's Small Wireless Facilities as it deems appropriate.

8.3. **Unauthorized Installation Charge.** No action or inaction by the Licensors with respect to unauthorized use of any Right-of-Way or other Licensors property shall be deemed to be a ratification of an unauthorized use or waiver of any provision of this Agreement.

8.4. **Removal.** Licensee may in its discretion remove its Small Wireless Facilities at its own cost and expense provided that it has given the Licensors Representative notice of the removal and has been issued any necessary permits to do so. Upon removal, Licensee shall not be responsible for the payment of any future Annual License Fee, however, the Licensee shall not be entitled to any refund for License Fees previously paid.

8.5. **Failure to Restore or Remove.** The Licensors may, in accordance with the terms of this Agreement or as otherwise authorized by law, at the Licensee's sole cost and expense, remove Small Wireless Facilities or cause their removal without liability on the part of the Licensors, and the Licensee shall pay the Licensors, within thirty (30) days, the Licensors's actual and reasonable cost of removal and for any other losses or damages incurred by the Licensors by such undertaking. This obligation shall survive termination or expiration of this Agreement.

9.0 **Indemnity, Waiver, Risk of Loss.**

91. **Licensee Indemnification.** The Licensee agrees to defend, indemnify and hold the Licensors and its elected and appointed officials and officers, employees, agents, contractors and representatives (the "Indemnified Parties") harmless from and against any and all injuries, claims, demands, judgments, damages, liability, losses and expenses, including reasonable attorney's fees and costs of suit or defense from personal injury, bodily injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Licensors' Utility Poles or Rights-of-Way associated with such improvements by the Licensee or its employees, agents, contractors, subcontractors, arising out of the rights and privileges granted under applicable Laws or this Agreement; provided, however that the Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence or willful misconduct of the Licensors or its employees or agents. The Licensors shall give prompt written notice to Licensee of any claim for which the Licensors seek indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the Licensors, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

92. **Waiver.** The waiver by a Party of any breach or default or violation of any provision, by any other party, shall not be deemed to be a waiver or continuing waiver by that Party of any subsequent breach or default or violation of the same or any other provision.

93. **Risk of Loss.** The Licensee shall assume all responsibility for promptly reimbursing the Licensors, or its franchisees, for any of their losses or expenses associated with damages caused by the acts or omissions of the Licensee, its employees, agents and/or contractors or subcontractors in the Rights-of-Way, including without limitation to any poles or conduits, sewers, gas, water, electric lines, fiber or cable communication lines, caused by the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of the Licensee's Small Wireless Facilities. The Licensee shall provide immediate notification to the Licensors or the affected Entity upon the occurrence of any such damage.

94. **Limitation.** Notwithstanding the foregoing, neither Party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits or business interruption.

10.0 **Insurance Requirements and Securities.**

10.1. The Licensee's financial integrity is of interest to the Licensors; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage, which will satisfactorily insure the Licensee and, where appropriate, the Licensors against claims and liabilities which may arise out of the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities. Such insurance shall be issued by companies licensed to do business in the State of Illinois, with an A.M. Best's rating of no less than A-VII, and subject to the approval by the Licensors, not to be unreasonably withheld or delayed, unless the Licensee is self-insured.

10.1.1 At all times during the period in which a wireless provider's facilities are located on Village infrastructure, improvements or in Right-of-Way, the wireless provider shall, at its own sole cost and expense, carry the following insurance coverages:

- (A) Property insurance for its property's replacement cost against all risks;
- (B) Workers' compensation insurance within statutory limits as required by law;
- (C) Commercial general liability insurance with respect to its activities on the Village infrastructure, improvements or rights-of-way, including coverage for bodily injury and property damage, with limits of: three million dollars (\$3,000,000) per occurrence for bodily injury and property damage and four million dollars (\$4,000,000) general aggregate; and
- (D) Employers' liability insurance in an amount of five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) disease each employee, and five hundred thousand dollars (\$500,000) disease policy limit.

10.1.2 The wireless provider shall include the Indemnified Parties as additional insureds on a primary and non-contributory basis, as their interest may appear under this Agreement and applicable Laws, on the commercial general liability policy and shall provide the Licensor with certificates of insurance on ACORD form or its equivalent, and blanket additional insured endorsements in a form reasonably acceptable to the Licensor, as proof of inclusion of the Indemnified Parties in a commercial general liability policy prior to the collocation of any Small Wireless Facility, and shall keep updated certificates and blanket additional insured endorsements proof of inclusion on file with the Village at all times that the provider maintains Small Wireless Facilities within the Village.

10.1.3 A wireless provider may self-insure all or a portion of the insurance coverage and limits required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement that the Village be named an additional insured. A wireless provider that self-insures shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance limits required by the Village.

10.1.4 The insurance required shall be maintained by the Licensee throughout the terms of the Agreement, and such other period of time during which the Licensee is operating without a license hereunder, or is engaged in the removal of its Small Wireless Facilities.

10.1.5 Not later than thirty (30) days prior to any cancellation of the insurance required, the Licensee shall obtain and furnish to the Licensor certificates of insurance evidencing replacement of the required insurance policies. Licensee shall also provide the Licensor with thirty (30) days prior written notice of any such cancellation.

11.0. Emergency Contacts.

11.1. **Licensee's Duty to Maintain Current Emergency Contacts.** Licensee will maintain the emergency contact information current at all times with the Licensor Representative.

12.0. Representations and Warranties.

12.1. Representations and Warranties of the Parties. As of the Effective Date, each Party represents and warrants to the other Party that:

12.1.1. It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation;

12.1.2. The execution, delivery, and performance of this Agreement and its exhibits are within its powers, have been duly authorized by all legally necessary actions, and do not violate any of its governing documents, any contracts with any joint owners to which it is a party, or any Law;

12.1.3. This Agreement and its exhibits and any other document executed and/or delivered in accordance with this Agreement constitute a legally valid and binding obligation, enforceable against it in accordance with its covenants, terms, conditions, and provisions;

12.1.4. It has not filed and it is not now contemplating the filing for bankruptcy protection and, to its knowledge, no action is threatened against it which would result in it being or becoming bankrupt;

12.1.5. There is not, to its knowledge, pending or threatened against it or any of its affiliates, any legal or administrative proceedings that could materially and adversely affect its ability to perform its obligations under this Agreement; and

12.1.6. No “event of default” or potential “event of default” with respect to it has occurred or is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.

12.2 Representations and Warranties of the Licensee. The Licensee represents and warrants to the Licensor that:

12.2.1. The Licensee has all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the Communications Service and Wireless Service; and

12.2.2. The Licensee is not aware of any facts or circumstances that would call into doubt the continuing validity of any such approvals, authorizations, certifications, licenses, or franchises; and

12.2.3. There is not pending or, to the Licensee’s knowledge, threatened against the Licensee or its parent corporation or any of its subsidiaries or affiliates, any legal or administrative proceedings that could materially and adversely affect the validity of such licenses, authorizations, or franchises; and

12.2.4. All Work to be performed by the Licensee pursuant to this Agreement will be (i) performed in a good and workmanlike manner, consistent with any Permit specifications, manufacturer’s specifications, prevailing industry standards, applicable Laws, and the provisions of this Agreement, and (ii) that it will be free from defects.

13.0. Miscellaneous Provisions.

13.1. **No Bar to Other Relief.** Nothing contained in this Agreement will prevent or otherwise restrict either Party from pursuing its rights at law or in equity, including injunctive relief and specific performance, in the event of a default and a material breach by the other Party.

13.2. **Immediate Relief.** Except for challenges to the validity of this Agreement or portions hereof which are specifically waived and released, nothing in this Agreement shall be deemed or construed to prohibit a Party from obtaining judicial, regulatory, or other relief necessary in order to preserve the status quo or prevent the loss or violation of that Party's rights.

13.3. **Amendments.** This Agreement may not be amended except pursuant to a written instrument signed by the Parties.

13.4. **Assignment.** Except as provided in Sections 13.4.1 and 13.4.2, Licensee may not directly or indirectly assign, transfer, or convey to another Entity this Agreement or any Site Specific Permit, or any of the rights and obligations of the Licensee established by this Agreement or any Site Specific Permit without written approval of the Licensors. Any assignment or transfer of this Agreement or Site Specific Permit shall be void, and the Licensors may terminate this Agreement or Site Specific Permit if the Licensee attempts to assign or transfer this Agreement or Site Specific Permit without compliance hereof.

13.4.1. The Licensee may assign or transfer this Agreement or a Site Specific Permit to its parent corporation or any subsidiary corporation or affiliate or successor in interest, provided that such parent corporation, subsidiary corporation, affiliate, or successor in interest first agrees, in writing, to be fully bound by this Agreement or the Site Specific Permit and the exhibits and to jointly assume all of the Licensee's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. The Licensors Representative shall be notified of assignment or transfer.

13.4.2. If Licensee sells or otherwise transfers all or substantially all of its assets, then, upon the provision of written approval from the Licensors, which will not be unreasonably withheld, Licensee may assign or otherwise transfer this Agreement or Site Specific Permit(s) and the rights and obligations hereunder without the approval of the Licensors so long as the transferee is not statutorily unfit to hold such a license and first agrees, in writing, to be fully bound by this Agreement and Site Specific Permit(s) and the exhibits and to jointly assume all of the Licensee's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. For the avoidance of doubt, if Licensee owns the underlying land at any Site Specific Location, the mere sale or other transfer of the land shall not affect this License.

13.5. **Sublicensing.** The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Small Wireless Facilities deployed by Licensee in the rights-of-way pursuant to this Agreement may be owned and/or operated by Licensee's third-party Wireless Service Providers and installed and maintained by Licensee pursuant to license agreements between Licensee and such Wireless Service Providers. Such Small Wireless Facilities shall be treated as Licensee's facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such facilities, (ii) the Licensors's sole point of contact regarding such facilities shall be Licensee,

and (iii) Licensee shall remain responsible and liable for the removal and relocation of such facilities per the Agreement. However, all Wireless Service Providers shall agree, in writing, to be fully bound by this Agreement and to jointly assume all of the Licensee's obligations and liabilities hereunder. Licensee shall not grant such Wireless Service Providers rights of access to such facilities. The Licensor acknowledges that Licensee may include third party-owned equipment in its initial installation of Small Wireless Facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this section.

136. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

137. **Exhibits.** As of the Effective Date, all exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to and duly executed amendments to this Agreement, are by such reference incorporated in this Agreement and shall be deemed a part hereof as if fully set forth herein.

138. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules or principles.

139. **Headings.** The headings hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation hereof.

13.10. **Independent Contractor.** Each Party to this Agreement acts as an independent contractor and not as an employee of the other Party. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate, or agency relationship between the Licensor and the Licensee.

13.11. **Resolving Conflicting Provisions.** To the extent the provisions and any other authorizations and approvals required to be obtained by the Licensee from the Licensor are in conflict, the provisions of the Agreement, authorizations and approvals which impose(s) the higher or greater legal duty or obligation upon the Licensee shall take precedence.

13.12. **Rules of Construction.** Each Party and its counsel have reviewed this Agreement. Accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the construction and interpretation hereof.

13.13. **Severability.** If a court of competent jurisdiction finds or rules that a provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

13.14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of the Parties and approved successors.

13.15. **Time of Action.** For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any day observed as an official holiday by the Licensor, the time for performance shall be extended to the following Business Day.

13.16. **Jurisdiction and Venue.** Exclusive jurisdiction and venue for any and all disputes

related in any manner to this Agreement, regardless of their basis or nature, shall be in the Circuit Court of Kane County.

13.17. **No Recording.** Licensee shall not record this Agreement or any other document referred to herein without the written consent of the Licensors.

13.18. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, warranties, agreements, or understandings (whether oral or written) between the Parties relating to the subject matter hereof which are not fully expressed herein.

13.19. **Notices.** All notices which shall or may be given pursuant to this Agreement shall be given, in writing, and shall be deemed validly given if delivered or sent by certified mail, return receipt requested, or by commercial courier, provided the commercial courier's regular business is delivery service, and addressed, as follows:

LICENSOR:

Village of North Aurora
Attn: Public Works
E. State Street
North Aurora, IL 60542

24/7 EMERGENCY CONTACT:

Phone Number
Email:

Copy to:

Drendel & Jansons Law Group
111 Flinn Street
Batavia, IL 60510

Any notice to be sent to the Village Administrator or Corporation Counsel shall be sent to the same address referred to above.

Licensee:

24/7 EMERGENCY CONTACT:

Phone Number: (800) 621-2622
Email:

Copy to:

13.20. **No Waiver.** A waiver by the Licensors of any breach of one or more of the terms of this Agreement shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of the Licensors to require exact, full, and complete compliance with the terms contained herein be construed as changing the terms of this Agreement or as stopping the Licensors from enforcing full compliance with the provisions herein. No delay, failure, or omission of the Licensors to exercise any right, power, privilege, or option arising from any breach shall impair any right, power, privilege, or option, or be construed as a waiver or acquiescence of such breach or

as a relinquishment of any right. No right, power, privilege, or option of the Licensor shall be construed as being exhausted by the exercise thereof in one or more of the instances. The rights, powers, privileges, and options given to the Licensor under this Agreement and by law shall be cumulative.

13.21 **Casualty.** In the event of damage by fire or other casualty to a Utility Pole or Wireless Support Structure on which Small Wireless Facilities are located that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Utility Pole or Wireless Support Structure Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate the Site Specific Permit upon fifteen (15) days prior written notice to Licensor. Any such notice of termination shall cause the Site Specific Permit to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Site Specific Permit and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Site Specific Permit. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

13.22 **Applicable Laws.** During the term of this Agreement, Licensor shall use and maintain the Utility Poles, Wireless Support Structures, and Rights-of-Way in compliance with all Laws. Licensee shall, in respect to the condition of the Small Wireless Facilities and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Small Wireless Facilities; and (b) all codes requiring modifications to the Small Wireless Facilities due to the improvements being made by Licensee to the Small Wireless Facilities.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below with their respective signatures, to be effective as of the date of the signature of the last Party to sign.

LICENSEE:

LICENSOR:

Village of North Aurora

By:_____

By:_____

Title:_____

Title:_____

Attest:

Attest:

By:_____

By:_____

Title:_____

Title: _____

Date:_____

Date: _____

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: MOBILE FOOD VENDOR TEXT AMENDMENTS
AGENDA: JULY 6, 2020 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance amending Chapter 5.35 of the North Aurora Municipal Code regulating Mobile Food Vending in the Village of North Aurora

DISCUSSION

On December 5, 2016, the Village Board approved regulations allowing mobile food vendors to operate within the Village. Staff has revisited the regulations in order to fit with current trends and address shortfalls in the language. Trailers are becoming more popular for mobile food sales and are not covered under the definition of mobile food vendor. Further, mobile food vendors cannot stop and remain in one location for the purpose of making sales for more than two hours unless serving as an approved vendor as part of a special event approved by the Village Board. Smaller neighborhood events, that wouldn't otherwise require a special event permit, are typically longer than two hours. Lastly, the Municipal Code relative to Village parking restrictions on certain main roads is not addressed; as such, language is proposing to restrict mobile food vendors from selling on main roads.

Staff discussed this item with the Village Board at their June 15, 2020 Committee of the Whole meeting. The following items were discussed with the Village Board at that time:

- Amend the definition of mobile food vendor to include trailers.
The Village Board did not have any issues with the updated definition. The new definition, which now includes trailers, has been included in the approving ordinance.
- Allow for sales on private property for four (4) hours.
The Village Board discussed this portion in length as they didn't want to create a business climate that would provide favorable accommodations to mobile food vendors over brick-and-mortar restaurants. The Village Board was willing to allow up to four (4) hours for food sales on private property as long as mobile food vendors are prohibited from stopping for the purpose of making sales on private property more than once in one week. As such, no mobile food vendor would be able to stop and remain on private property for the purpose of making sales more than once in one week.
- Restrict mobile food vendors from stopping on main roads for the purposes of making sales.
Upon recommendation from the Village Board, Banbury Road was added to the list of roads where mobile food vendors would be prohibited from stopping for the purposes of making sales.

Attachments:

1. An Ordinance amending Chapter 5.35 of the North Aurora Municipal Code regulating Mobile Food Vending in the Village of North Aurora

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 5.35 OF THE NORTH AURORA
MUNICIPAL CODE REGULATING MOBILE FOOD VENDING IN THE VILLAGE OF
NORTH AURORA**

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

1. Chapter 5.35 of the North Aurora Municipal Code is hereby amended in its entirety to read as follows:

Chapter 5.35 – MOBILE FOOD VENDORS

5.35.010 – Definitions

The following definitions shall apply to this Chapter:

“Mobile Food Vendor“ means any person that operates a vehicle (including, but not limited to, motorized vehicles, non-motorized vehicles, carts, bicycles, trailers and other similar devices whether self-propelled, propelled by other vehicles or propelled by humans/animals) for the purpose of selling food and beverage items.

Person” means any individual, firm, co-partnership, partnership, corporation (for profit or not for profit), company, association, church, organization, trust or other entity.

5.35.020 – Mobile Food Vendor Permit Required

No person shall engage in the activities of a mobile food vendor and offer food and/or beverages for sale in the Village of North Aurora without a valid, current, written permit issued by the North Aurora Police Department.

5.35.030 - General Regulations

- A. Each Mobile Food Vendor shall supply a trash receptacle for use by the customers. Prior to leaving each stop, the vendor shall remove any litter left at the stop by consumers.
- B. Sales of items other than food and beverage items are prohibited.
- C. No Mobile Food Vendor shall stop at any time for the purpose of making sales on private property without the prior consent of the property owner.
- D. Mobile Food Vendors shall observe all local, county and state traffic codes and parking regulations and observe all other relevant municipal ordinances.

- E. No mobile food vendor shall stop and remain on any private property in the Village for the purpose of making sales of food or beverages for more than four (4) hours in any week, unless serving as an approved vendor as part of a special event approved by the Village Board.
- F. No mobile food vendor shall stop and remain at any one place on public property in the Village for the purpose of making sales of food or beverages for more than two (2) hours at a time, unless serving as an approved vendor as part of a special event approved by the village board.
- G. No mobile food vendor shall stop and remain for the purpose of making sales on Airport Road, Alder Drive, Banbury Road, Deerpath Road, Hart Road, Ice Cream Drive, Illinois Route 25, Illinois Route 31, Illinois Route 56, Mitchell Road, Mooseheart Road, Oak Street, Orchard Gateway Boulevard, Orchard Road, Sullivan Road, Tanner Road or Randall Road.
- H. Signage shall be limited to the surface of the vehicle.
- I. The mobile food vending permit shall be kept in the vehicle and be shown to all people who ask to see the permit at all times that the mobile food vendor is engaging in sales.
- J. All mobile food vendors shall meet the following minimum insurance requirements:
 - 1. General liability insurance with minimum coverage of \$1,000,000;
 - 2. Business auto insurance on any business vehicle from which the food or beverages are sold directly from the vehicle with minimum coverage of at least \$1,000,000; and
 - 3. Personal auto insurance on any personal vehicle pulling a trailer from which food or beverages are sold with minimum coverage of at least \$500,000.

5.35.040 - Permit Requirements

- A. Every person required to obtain a mobile food vendor permit shall make a written application for a mobile food vendor permit, pay the permit fee and obtain a permit prior to engaging in the mobile food vending business within the Village.
- B. No mobile food vendor permit will be issued without a permit issued by the Kane County Department of Health.
- C. A fee of fifty dollars (\$50.00) shall be charged for every mobile food vendor permit application and renewal application to cover the cost of processing the application.
- D. Mobile food vending permits shall be good for one year from the date of issuance and must be renewed as of the anniversary date of the original date of issuance by applying for a renewal permit, paying the annual fee and obtaining a renewal permit.

5.35-050 – Mobile Food Vending Permit Application

Application for a mobile food vendor permit shall be accompanied by the proper documentation necessary to complete the application. The applicant shall truthfully state in full the following information requested on the application:

- A. Full name, date of birth, address and telephone phone number of the business owner as it appears on a driver's license, state ID, social security card or birth certificate, birth date, mailing address;
- B. The names, dates of birth, addresses and telephone phone numbers of the operators of any mobile food vending vehicles or wheeled carts, if different than the owners, as it appears on a driver's license, state ID, social security card or birth certificate, birth date, mailing address;
- C. All addresses of places of residence of the persons identified in Subsections A and B if those persons have resided in other places during the past three years;
- D. Physical description of the owner, including sex, height, weight, hair color and eye color;
- E. A valid vehicle registration, driver's license and proof of required insurance;
- F. Whether the applicant has ever been convicted of the commission of a felony and/or any crime involving moral turpitude under the laws of this state or any other state or federal law of the United States;
- G. Such additional information and any documentation as the chief of police may deem necessary to process the application.

5.35.060 – Penalty and Enforcement

- A. Any person violating or aiding or abetting the violation of any provision of this Chapter is guilty of a misdemeanor and shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00). Each day that a violation occurs shall be considered a separate violation. The Police Department and any Code Enforcement Officers shall have concurrent authority to enforce the provisions of this Chapter and may give written notice of any violation and the fine imposed for the violation by serving a citation in person or by certified U.S. mail return receipt requested on any violator. All complaints from citizens regarding violations of this chapter shall be directed to the village code enforcement officer(s).
- B. The acts of any employee, partner other agent (hereinafter "agent") shall be attributed to and considered the acts of the employer, partnership, corporation, limited liability company or other principal on whose behalf, or at whose direction or by whose authority or consent (hereinafter "principal") the agent was engaging in mobile food vending, and any violation of this Chapter by an agent shall be enforceable against the principal and/or the agent jointly or severally. The act of engaging in mobile food vending for another person shall be presumed to create an agency relationship for purposes of this Chapter.

2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph,

sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

3. This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts 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



Memorandum

To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: July 1, 2020

Re: Raimondo's Pizza & Pub Special Event

Attached is a Special Event Registration form submitted by Mike Treve on behalf of Raimondo's Pizza & Pub seeking a special events permit from the Village of North Aurora.

The event will take place on Sunday, July 26 from 12 pm to 4pm at Raimondo's Pizza & Pub, 1033 Kilbery Lane. The event requires a Special Events permit due to the serving of liquor. A special use permit for the liquor, which will be contained within the building, will be issued by the Liquor Commissioner.

The appropriate certificate of insurance and all other required paperwork has been submitted.



VILLAGE OF
**NORTH
AURORA**
Crossroads on the Fox

25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED ONE WEEK PRIOR TO THE NEXT SCHEDULED VILLAGE BOARD MEETING TO THE ATTENTION OF THE VILLAGE ADMINISTRATOR

Please note: Block Parties require a separate Block Party Permit be obtained through the North Aurora Police Department. Parades or carnivals require a separate permit be obtained through the Village Administrator's office

Application Date: 6/23/2020

Name of Event: ~~Saturday, July 25th: Sant Shaker Release~~
Sunday, July 26th: Baby Wirtz Christening

Type of Event: ☒ Festival ☐ Grand Opening ☐ Backyard Party ☐ Other

Location of Event: North Parking lot of Ramondo's Pizza + Pub: 1033 Kilberg Ln, NA

Date(s) of Event: ~~Saturday, July 25th~~
Sunday, July 26th Hours of Event: ~~3pm - 10pm~~
12pm to 4pm

Event / Organization Website (if applicable): ramondos.com

Purpose of the event: ~~Saturday, July 25th: Ramondo's Beer Release Event~~
Sunday, July 26th: family celebrating adoption/Christening

Name of sponsoring organization (if applicable): N/A or Ramondo's Pizza + Pub
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☐ No ☒

Contact person: Michael R. Treve

Contact person address: _____

City: _____ State: IL Zip: _____

Home Phone: N/A Cell Phone: _____ E-mail: _____

Organization address: Ramondo's Pizza + Pub 1033 Kilberg Ln

City: North Aurora State: IL Zip: 60542 Phone: 630-301-7727

Will you be using speakers and/or sound equipment at your event? ☐ YES ☒ NO

If yes, you must adhere to the Village of North Aurora Noise Ordinance (the North Aurora Noise Ordinance, Title 8, Chapter 8.2 of the Municipal Code is available on-line at www.vil.north-aurora.il.us)

Will alcohol be sold at your event? ☒ YES ☐ NO ^{Both}

If yes, you must submit a completed **Special Event Liquor License Application** prior to the event for approval. Please contact the Village Administrator for details on obtaining a Special Events Liquor License.



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Will you serve food at your event? X YES NO

If yes, Kane County Health Dept. requirements must be met. Kane County Health Dept. 1240 N Highland Ave, Aurora, IL 60506 - (630) 208-3801 www.kanehealth.com

Does your event include the use of a tent or an inflatable device over 400 square feet? X YES NO

*If yes, approval from the North Aurora Fire Protection District may be required for non-residential events
North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <http://www.nafd.org>*

Professional Tent Company will erect Tent.

Upon submitting a completed and signed application along with all required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved. **Please do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.

Submit All COMPLETED Applications to:

**Village of North Aurora
Attn: Steve Bosco, Village Administrator
25 E. State St.
North Aurora, IL 60542
Phone: (630) 897-8228, ext. 233
Fax: (630) 897-8258
sbosco@northaurora.org**

The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.

Dated this 23rd day of June, 20 20


Signature of Organizer / Applicant

Michael R. Trane



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

HOLD HARMLESS RELEASE

The Village of North Aurora is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions, ordinances, village codes and requirements.

The applicant agrees that it will indemnify, hold harmless and defend the Village of North Aurora, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney fees, arising from or in any way related to the organizer's event.

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the Village of North Aurora of any changes in the application at least 10 days prior to the event. I agree to the terms and conditions listed above.

Michael R. Treve

Name of Organizer / Applicant (please print)

[Signature]

Signature of Organizer / Applicant

6/23/2020

Date



APPLICATION FOR RESTRICTED TEMPORARY SPECIAL EVENTS LIQUOR PERMIT

Special Event Liquor License Class I- 3

Application Date: 6-20-20

(Non-Profit- I-1 - fee \$50; Non-Profit Outdoor - I-2 - fee \$50; Retail Special Event - I-3 - fee \$50-100)

Name of Organization: Raimondo's Pizza + Pub

Date(s) of Event: Saturday 25th, Sunday 26th, July 2020 Non-for-profit: Yes ☐ No ☒

Name of Applicant / Contact Person: Michael R. Treve

Applicant Address: 1033 Kilbery Ln, North Aurora, IL 60542

Applicant Phone: 630-251-1111 Cell Phone: 630-251-1111 Email: mtreve@raimondos.com

Description of Event: Saturday 25th: Soul Shaker Beer Release
Sunday 26th: Wirtz Baby Christening

Address / Location where Liquor will be served and consumed in conjunction with this event:

Same as biz: 1033 Kilbery Ln, North Aurora, IL 60542

Hours Liquor will be distributed Saturday 25th: 3pm to 10pm
Sunday 26th: 12 Noon to 4pm
(Hours limited to Sunday through Thursday - 10:00 a.m. to 11:00 p.m. and Friday and Saturday 10:00 a.m. to 12:00 a.m. midnight)

No person may serve alcoholic liquor pursuant to a special events liquor licensee unless at least one person is present at all times who has been through training approved by the State of Illinois as provided in Section 5.08.365 of the village code, within the last thirty six (36) months. The applicant or designated person has attended and been certified by a BASSET, TAMS or TIPS program licensed by the State of Illinois Liquor Commission within the last 36 months: Yes ☒ No ☐

Applicant must provide a **Certificate of Insurance** as evidence of liability and dram shop insurance coverage for both the licensee and the owner of the premises where the alcoholic liquor is to be sold. Insurance coverage in the amount of \$1,000,000 is required.

The Person having executed this application being first Duly Sworn on Oath, states that the information set forth herein is true and correct and that they will abide by all Village ordinances.

Michael R. Treve
Signature of Applicant

6/23/2020
Date

Subscribed and sworn to before me this 26 day of June, 2020

Natalie F. Stevens
Notary Public

OFFICIAL SEAL
NATALIE F STEVENS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/25/2023

Application approval and issuance of this temporary liquor permit are contingent upon applicant's compliance of North Aurora Municipal Code Chapter 5.08 and all supplemental ordinances pertaining to liquor in the Village of North Aurora.

Temporary Liquor Permit Approved _____ Date Approved _____