



**Meeting Held Electronically**

**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, OCTOBER 19, 2020 – 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**AGENDA**

Due to the current COVID-19 pandemic, Village Board meetings will be conducted live remotely via telecommunications to help prevent the spread of COVID-19. The public is 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/89134058435>

**Meeting ID:** 891 3405 8435

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

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

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

**ROLL CALL**

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**CONSENT AGENDA**

1. Executive Session Minutes for Grammar and Content Dated 11/18/2019; 06/15/2020; 08/03/2020; and 09/21/2020
2. Village Board Minutes dated 10/05/2020
3. Bills List Dated 10/19/2020 in the Amount of **\$155,112.09**

**NEW BUSINESS**

1. Approval of Special Events Permit Application for Share and Care Learning Halloween Event
2. Approval of Resolution to Authorize Temporary Modifications to the Village's Vacation Buyback Policy in the Human Resources Manual

3. Approval of 2021 Road Program Professional Engineering Services Agreement with Engineering Enterprises, Inc. in the Amount of **\$229,715**
4. Approval of Resolution to Accept CARES Act Funds from Kane County

**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

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
MONDAY, OCTOBER 5, 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 Guethle, Trustee Mark Carroll, Trustee Tao Martinez

**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.

**CONSENT AGENDA**

1. Village Board Minutes dated 09/21/2020 and Committee of the Whole Minutes dated 9/21/2020
2. Bills List Dated 10/05/2020 in the Amount of **\$506,664.17**
3. Pay Request #7, Final, for Well #8 & #9 Electrical Facilities to Frank Marshall Electric in the Amount of **\$57,658.95**
4. Pay Request #3, for 2020 Street Improvement Project to Geneva Construction Company in the Amount of **\$173,559.11**

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

**NEW BUSINESS**

1. **Approval of Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number Of Class G Liquor Licenses Authorized in the Village Of North Aurora by One**

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

**2. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number Of Class A Liquor Licenses Authorized in the Village Of North Aurora by One**

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

**3. Approval of Special Events Permit for North Aurora Lions Club and VNA for a Drive-Thru Flu Shot Event**

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

**4. Approval of Ordinance Removing Chapter 2.32 from the Village Code Pertaining to Residency Requirements**

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

**5. Approval of Ordinance Amending Title 17 of the North Aurora Code to allow Motor Vehicle Repair and/or Service as a Permitted Use in the I-1 Limited Industrial District**

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

**6. Approval of Resolution Opposing Kane County Special Use to allow a Short Wave Radio Station**

Village Administrator Steve Bosco said this item would generally go to a Committee of the Whole meeting but due to the schedule Kane County is on the item was presented directly to the board for a vote tonight. He explained that Kane County is reviewing a petition for a shortwave radio station on Seavey Road that would have a total of three antennas. The location is about 1,700 feet from the nearest Village residence; however it is both in the sightline and it would further make the property difficult to develop in the future. Kane County will be voting on this item at their October 13 board meeting and as such the Village wanted to issue a resolution to formally oppose the approval of the shortwave radio station at the County level.

Village President Berman said he believes the antennas would intrude on future Village projects and affects the Village's comprehensive plan. He said he feels that the Village's neighbors, especially the County, should honor the Village's comprehensive plan and he thus supported the resolution opposing the radio station.

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

**OLD BUSINESS** - None

**VILLAGE PRESIDENT** – None

**COMMITTEE REPORTS** - None

**TRUSTEES COMMENTS** – Trustee Carroll wanted to commend the North Aurora Police Department for their transparency and communication specifically on their Facebook page and said it was nice to have a Village where the police are so transparent and eager to assist residents.

**ADMINISTRATOR’S REPORT** – Village Administrator Bosco said the Village had recently posted information about a Village-wide scavenger hunt and there was a lot of positive reception and interest in participating.

**ATTORNEY’S REPORT** - None

### **VILLAGE DEPARTMENT REPORTS**

1. **Finance** - None

2. **Community Development** – None

3. **Police** – None

4. **Public Works** – A new Village Engineer will be starting work in the newly created position on Monday, October 12.

**EXECUTIVE SESSION** - Motion to adjourn to Executive Session made by Trustee Guethle and seconded by Trustee Carroll. All in favor. **Motion approved.** See Executive Session minutes.

### **ADJOURNMENT**

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

Respectfully Submitted,

Natalie F. Stevens  
Deputy Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: ABlaser  
 Printed: 10/13/2020 - 4:17PM  
 Batch: 00502.10.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>1st Ayd Corporation</b>						
039020						
Hand Sanitizer- COVID	52.71	01-445-4421	Custodial Supplies	PSI398809	9/23/2020	10/19/2020
Hand Sanitizer- COVID	142.20	01-445-4421	Custodial Supplies	PSI401748	10/2/2020	10/19/2020
Total:	194.91	<b>*Vendor Total</b>				
<b>ABC Carpet</b>						
038040						
Cell Cleaning- PD	500.00	01-445-4520	Public Buildings Rpr & Mtce	10062020	10/6/2020	10/19/2020
Total:	500.00	<b>*Vendor Total</b>				
<b>Adrian Holloway</b>						
468032						
Water Overpayment Refund	220.88	60-320-3340	Water Collections	10132020-01	10/13/2020	10/19/2020
Sewer Maint Overpayment Refund	7.47	18-320-3350	Sewer Collection	10132020-02	10/13/2020	10/19/2020
Total:	228.35	<b>*Vendor Total</b>				
<b>AIM</b>						
046510						
Flex- Sept 2020	168.00	01-430-4267	Finance Services	00033424	10/1/2020	10/19/2020
Total:	168.00	<b>*Vendor Total</b>				
<b>Aurora Area Convention</b>						
003770						
Akshar Hotel Tax/ Aug 2020	1,940.21	15-430-4751	North Aurora Days Expenses	09272020	9/27/2020	10/19/2020
Total:	1,940.21	<b>*Vendor Total</b>				
<b>Bonnell Industries</b>						
035410						
Leaf Vac Repair	322.92	01-445-4511	Vehicle Repair and Maint	0194375-IN	10/6/2020	10/19/2020
Total:	322.92	<b>*Vendor Total</b>				
<b>Brown &amp; Brown Of Illinois, Inc.</b>						
000520						
Notary- DeLeo	30.00	01-440-4799	Misc.	4083147	10/1/2020	10/19/2020
Total:	30.00	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Carus Corporation</b>						
033300						
HMO Chem WTP	809.96	60-445-4437	Chlorine	SLS 1008690	9/22/2020	10/19/2020
HMO Chem ETP	719.80	60-445-4437	Chlorine	SLS 1008690	9/22/2020	10/19/2020
Total:	1,529.76	<b>*Vendor Total</b>				
<b>Certified Laboratories Division</b>						
048600						
Red Grease, Free Aerosol	655.63	01-445-4511	Vehicle Repair and Maint	7110959	9/24/2020	10/19/2020
Total:	655.63	<b>*Vendor Total</b>				
<b>Cintas Corporation</b>						
041590						
Safety Cabinet Items	64.09	01-445-4870	Equipment	5031347342	9/16/2020	10/19/2020
Total:	64.09	<b>*Vendor Total</b>				
<b>Coffman Truck Sales, Inc.</b>						
000320						
Safety Sticker	1.00	01-445-4511	Vehicle Repair and Maint	178023	9/24/2020	10/19/2020
Total:	1.00	<b>*Vendor Total</b>				
<b>College of Dupage</b>						
017690						
Training Class- Manko	295.00	01-440-4380	Training	12365	8/13/2020	10/19/2020
Total:	295.00	<b>*Vendor Total</b>				
<b>Constellation NewEnergy, Inc.</b>						
034130						
Street Lights	1,560.24	10-445-4660	Street Lighting and Poles	18366257501	9/17/2020	10/19/2020
Street Lights/ 211 River Road	2,901.03	10-445-4660	Street Lighting and Poles	18382933201	9/21/2020	10/19/2020
Total:	4,461.27	<b>*Vendor Total</b>				
<b>D&amp;A Powertrain Components, INC</b>						
467649						
Repairs- Truck #178	1,457.19	01-445-4511	Vehicle Repair and Maint	232997	9/21/2020	10/19/2020
Total:	1,457.19	<b>*Vendor Total</b>				
<b>DACRA Adjudication Systems</b>						
467842						
Adjudication- Sept 2020	1,850.00	01-440-4510	Equipment/IT Maint	2020-321	9/30/2020	10/19/2020
Total:	1,850.00	<b>*Vendor Total</b>				
<b>Duke &amp; Lee's Johnson's Garage &amp; Towing, Inc.</b>						
045190						
Exhaust Cleaning- Truck #174	2,344.42	01-445-4511	Vehicle Repair and Maint	073076	9/22/2020	10/19/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	2,344.42	*Vendor Total				
Dunn-Rite Window Cleaning Inc.						
467922						
VH Window Cleaning- Sept 2020	450.00	01-445-4520	Public Buildings Rpr & Mtce	5248	9/28/2020	10/19/2020
Total:	450.00	*Vendor Total				
Dustcatchers & Logo Mat, Inc.						
023610						
Rugs, Shop Towels	32.55	01-445-4520	Public Buildings Rpr & Mtce	76072	9/17/2020	10/19/2020
Rugs, Shop Towels	32.55	01-445-4520	Public Buildings Rpr & Mtce	76442	9/30/2020	10/19/2020
Total:	65.10	*Vendor Total				
Eaton Corporation						
042220						
Maintenance Contract	2,698.74	01-440-4510	Equipment/IT Maint	940881140	9/10/2020	10/19/2020
Total:	2,698.74	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Road Program Engineering	19,854.80	21-450-4255	Engineering	69827-01	9/22/2020	10/19/2020
Maple & Elm Watermain	6,409.75	60-460-4255	Engineering	69827-02	9/22/2020	10/19/2020
Total:	26,264.55	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability/ Sept and Oct 2020	725.28	01-000-2057	Short-Term Disability	09132020	9/13/2020	10/19/2020
Total:	725.28	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	2,828.77	71-000-1340	Gas/Diesel Escrow	3736011	10/6/2020	10/19/2020
Total:	2,828.77	*Vendor Total				
Fox Metro						
029650						
New Inspections- Aug 2020	260.00	60-445-4480	New Meters,rprs. & Rplcmts.	09172020	9/17/2020	10/19/2020
New Inspections- July 2020	120.00	60-445-4480	New Meters,rprs. & Rplcmts.	09282020	9/28/2020	10/19/2020
New Inspections- Sept 2020	160.00	60-445-4480	New Meters,rprs. & Rplcmts.	10012020	10/1/2020	10/19/2020
Total:	540.00	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Street Light Repair- Pinecreek Dr	517.50	10-445-4661	Street Light Repair/Maint	8293	10/8/2020	10/19/2020
Street Light Repair- Turnberry	1,010.00	10-445-4661	Street Light Repair/Maint	8294	10/8/2020	10/19/2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,527.50	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- VH & PD	200.00	01-445-4520	Public Buildings Rpr & Mtce	51251	10/5/2020	10/19/2020
Total:	200.00	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
Furnace Repair- VH	254.00	01-445-4520	Public Buildings Rpr & Mtce	38985	10/6/2020	10/19/2020
Total:	254.00	*Vendor Total				
Ideal Fence Inc						
468031						
Fence Repair- 2327 Orr; 2288 Schrader	1,400.00	01-445-4544	Storm Drain Maintenance	20110	10/6/2020	10/19/2020
Total:	1,400.00	*Vendor Total				
Illini Power Products Company						
467624						
Battery Replacement & Fuel Line	911.11	01-445-4520	Public Buildings Rpr & Mtce	SWO026381-	7/22/2020	10/19/2020
Total:	911.11	*Vendor Total				
Illinois Office Of The State Fire Marshall						
038770						
Boiler Inspection	300.00	01-445-4520	Public Buildings Rpr & Mtce	9634606	10/1/2020	10/19/2020
Total:	300.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ Oct 2020	36,481.81	01-440-4130	Health Insurance	10132020-01	10/13/2020	10/19/2020
Health Insurance- Admin/ Oct 2020	8,353.48	01-430-4130	Health Insurance	10132020-02	10/13/2020	10/19/2020
Health Insurance- CommDev/ Oct 2020	3,434.33	01-441-4130	Health Insurance	10132020-03	10/13/2020	10/19/2020
Health Insurance- PW/ Oct 2020	12,365.95	01-445-4130	Health Insurance	10132020-04	10/13/2020	10/19/2020
Health Insurance- Water/ Oct 2020	8,143.20	60-445-4130	Health Insurance	10132020-05	10/13/2020	10/19/2020
Health Insurance- Retirees/ Oct 2020	1,963.63	01-000-2055	Payroll Deductions	10132020-06	10/13/2020	10/19/2020
Health Insurance- Police Pension/ Oct 2020	2,245.78	01-000-2055	Payroll Deductions	10132020-07	10/13/2020	10/19/2020
Life Insurance- PD/ Oct 2020	102.64	01-440-4135	Life Insurance	10132020-08	10/13/2020	10/19/2020
Life Insurance- PW/ Oct 2020	34.32	01-445-4135	Life Insurance	10132020-09	10/13/2020	10/19/2020
Life Insurance- Admin/ Oct 2020	18.72	01-430-4135	Life Insurance	10132020-10	10/13/2020	10/19/2020
Life Insurance- CommDev/ Oct 2020	12.48	01-441-4135	Life Insurance	10132020-11	10/13/2020	10/19/2020
Life Insurance- Water/ Oct 2020	15.60	60-445-4135	Life Insurance	10132020-12	10/13/2020	10/19/2020
Voluntary Life/ Oct 2020	368.82	01-000-2052	Voluntary Life Insurance	10132020-13	10/13/2020	10/19/2020
Total:	73,540.76	*Vendor Total				
John Thomas Company						
468030						
Traffic Counting Devices	4,722.50	71-430-4870	Equipment	15694	9/25/2020	10/19/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	4,722.50	*Vendor Total				
Kane County Recorder						
010600						
Recording Fee- Lein Release	52.00	01-441-4506	Publishing	09302020	9/30/2020	10/19/2020
Total:	52.00	*Vendor Total				
Kendall County Concrete						
047060						
Concrete	183.50	01-445-4543	Sidewalks Rpr & Mtce	50086	9/18/2020	10/19/2020
Total:	183.50	*Vendor Total				
Konica Minolta						
024860						
Copier Maintenance	29.39	01-440-4510	Equipment/IT Maint	9007090765	10/1/2020	10/19/2020
AP Printer Maint 8/21 - 9/20	7.50	01-430-4411	Office Expenses	9007140508	10/23/2020	10/19/2020
AP Printer Maint 9/21 - 10/20	7.50	01-430-4411	Office Expenses	9007140510	10/23/2020	10/19/2020
Total:	44.39	*Vendor Total				
L. W. Meyer & Son, Inc.						
022050						
Cordless Drill Kits (2)	578.00	60-445-4568	Watermain Rprs. & Rplcmts.	940180	9/21/2020	10/19/2020
Total:	578.00	*Vendor Total				
Menards						
016070						
Supplies For Christmas Decor	182.45	01-490-4761	Beautification Committee	50562	9/25/2020	10/19/2020
Flash Lights	66.97	01-445-4510	Equipment/IT Maint	50774-01	9/28/2020	10/19/2020
Trash Bags	25.98	01-445-4521	Mosquito Control	50774-02	9/28/2020	10/19/2020
Supplies For Christmas Decor	592.97	01-490-4761	Beautification Committee	50774-03	9/28/2020	10/19/2020
Rebar, Concrete	26.62	01-445-4544	Storm Drain Maintenance	50790	9/28/2020	10/19/2020
Supplies For Christmas Decor	222.92	01-490-4761	Beautification Committee	50897	9/30/2020	10/19/2020
Carpet For PW	1,079.82	01-445-4520	Public Buildings Rpr & Mtce	50984	10/1/2020	10/19/2020
Blade, Waferboard	147.14	01-445-4543	Sidewalks Rpr & Mtce	50997	10/1/2020	10/19/2020
Table, Ext. Cord	59.96	01-445-4520	Public Buildings Rpr & Mtce	51056	10/2/2020	10/19/2020
Christmas Lights	139.88	01-490-4761	Beautification Committee	51222-01	9/5/2020	10/19/2020
Cove Bass, Glue, Switch Plate	63.18	01-445-4520	Public Buildings Rpr & Mtce	51222-02	9/5/2020	10/19/2020
Vacuum, Floor Mats	84.95	01-445-4520	Public Buildings Rpr & Mtce	51299-01	10/6/2020	10/19/2020
Christmas Lights	59.88	01-490-4761	Beautification Committee	51299-02	10/6/2020	10/19/2020
Lights, Grate	99.83	01-490-4761	Beautification Committee	51452	10/8/2020	10/19/2020
Total:	2,852.55	*Vendor Total				
METRONET						
467874						
Phone, Internet- Admin/ Sept 2020	761.68	01-430-4652	Phones and Connectivity	09242020-01	9/24/2020	10/19/2020
Phone, Internet- PW/ Sept 2020	607.74	01-445-4652	Phones and Connectivity	09242020-02	9/24/2020	10/19/2020
Phone, Internet- Water/ Sept 2020	709.00	60-445-4652	Phones and Connectivity	09242020-03	9/24/2020	10/19/2020
Phone, Internet- CommDev/ Sept 2020	560.42	01-441-4652	Phones and Connectivity	09242020-04	9/24/2020	10/19/2020
Phone, Internet- PD/ Sept 2020	1,747.24	01-440-4652	Phones and Connectivity	09242020-05	9/24/2020	10/19/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	4,386.08	*Vendor Total				
Miner Electronics Corporation						
3383						
Vehicle Repair	405.00	01-440-4511	Vehicle Repair and Maint	270806	9/21/2020	10/19/2020
Total:	405.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Sta-Bil Fuel Cond	14.98	01-445-4421	Custodial Supplies	342825	1/24/2020	10/19/2020
Battery Tester	220.00	01-445-4421	Custodial Supplies	347327	3/30/2020	10/19/2020
Masks, Sanitizer- COVID	132.51	01-445-4421	Custodial Supplies	350425	5/11/2020	10/19/2020
Fuel Treatment	54.47	01-445-4511	Vehicle Repair and Maint	352798	6/9/2020	10/19/2020
Brake Caliper	328.96	01-445-4511	Vehicle Repair and Maint	353565	6/17/2020	10/19/2020
PW Tools	49.56	01-445-4510	Equipment/IT Maint	360544	9/8/2020	10/19/2020
Squad Parts- Squad #73	140.66	01-440-4511	Vehicle Repair and Maint	361300	9/16/2020	10/19/2020
Relay, Starter	237.27	01-445-4510	Equipment/IT Maint	361658	9/21/2020	10/19/2020
Pump Starter Rope	4.70	60-445-4568	Watermain Rprs. & Rplcmts.	362328-01	9/29/2020	10/19/2020
Grease	63.84	01-445-4510	Equipment/IT Maint	362328-02	9/29/2020	10/19/2020
Vehicle Door Handle- Truck #183	13.58	60-445-4511	Vehicle Repair and Maint	362422	9/30/2020	10/19/2020
Total:	1,260.53	*Vendor Total				
Office Depot						
039370						
Office Supplies	16.74	01-430-4411	Office Expenses	12551247400	9/22/2020	10/19/2020
Office Supplies	16.75	01-445-4411	Office Expenses	12551247400	9/22/2020	10/19/2020
Office Supplies	32.92	60-445-4411	Office Expenses	12551247400	9/22/2020	10/19/2020
Office Supplies	72.44	01-441-4411	Office Expenses	12551247400	9/22/2020	10/19/2020
Office Supplies	13.87	01-430-4411	Office Expenses	12703824800	9/29/2020	10/19/2020
Office Supplies	13.88	01-445-4411	Office Expenses	12703824800	9/29/2020	10/19/2020
Office Supplies	13.88	60-445-4411	Office Expenses	12703824800	9/29/2020	10/19/2020
Office Supplies	13.88	01-441-4411	Office Expenses	12703824800	9/29/2020	10/19/2020
Office Supplies	1.84	01-430-4411	Office Expenses	12704599500	9/30/2020	10/19/2020
Office Supplies	1.85	01-445-4411	Office Expenses	12704599500	9/30/2020	10/19/2020
Office Supplies	1.85	60-445-4411	Office Expenses	12704599500	9/30/2020	10/19/2020
Office Supplies	1.85	01-441-4411	Office Expenses	12704599500	9/30/2020	10/19/2020
Total:	201.75	*Vendor Total				
Oxie Valley Electric Supply, Inc.						
048340						
Light Bulbs	45.65	10-445-4661	Street Light Repair/Maint	14725	9/22/2020	10/19/2020
Total:	45.65	*Vendor Total				
Paddock Publications, Inc.						
026910						
Public Hearing Legal Notice- CommDev	80.50	90-000-E142	Hardware Restaurant	157229	9/19/2020	10/19/2020
Total:	80.50	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>PDC Laboratories, Inc.</b>						
031940						
Radium Testing	280.00	60-445-4562	Testing (water)	I9435011	9/28/2020	10/19/2020
Total:	280.00	<b>*Vendor Total</b>				
<b>Physicians Immediate Care, North Chicago LLC</b>						
049540						
Engineer Drug Screen	43.00	01-445-4799	Misc. Expenditures	4176589-01	10/5/2020	10/19/2020
COVID/ Drug Screen- New Employee	238.00	01-440-4799	Misc.	4176589-02	10/5/2020	10/19/2020
Total:	281.00	<b>*Vendor Total</b>				
<b>Russo Power Equipment Inc.</b>						
036290						
Grass Seed	94.99	01-445-4543	Sidewalks Rpr & Mtce	SPI10302233	6/22/2020	10/19/2020
Chain Loop	64.38	01-445-4870	Equipment	SPI10333236	7/14/2020	10/19/2020
Plant Food For Flowers	64.96	01-490-4761	Beautification Committee	SPI10333291	7/14/2020	10/19/2020
Helmet System	78.99	01-445-4870	Equipment	SPI10333291	7/14/2020	10/19/2020
Rewind Starter	27.99	01-445-4511	Vehicle Repair and Maint	SPI10343788	7/21/2020	10/19/2020
Grass Seed	94.99	01-445-4543	Sidewalks Rpr & Mtce	SPI10422541	9/28/2020	10/19/2020
Total:	426.30	<b>*Vendor Total</b>				
<b>Sebert Landscaping</b>						
032840						
SSA4 Mowing	964.00	17-004-4533	Maintenance	207330-01	9/30/2020	10/19/2020
SSA8 Mowing	888.00	17-008-4533	Maintenance	207330-02	9/30/2020	10/19/2020
SSA9 Mowing	276.00	17-009-4533	Maintenance	207330-03	9/30/2020	10/19/2020
SSA11 Mowing	23.88	17-011-4533	Maintenance	207330-04	9/30/2020	10/19/2020
Public Mowing	3,409.99	01-445-4531	Grass Cutting	207330-05	9/30/2020	10/19/2020
Total:	5,561.87	<b>*Vendor Total</b>				
<b>Sherwin-Williams</b>						
467715						
Hydrant Paint Brush	6.61	60-445-4563	Fire Hydrant Repair/maint	5079-7	10/4/2020	10/19/2020
Office Painting- PW Garage	283.98	01-445-4520	Public Buildings Rpr & Mtce	7881-4	10/2/2020	10/19/2020
Total:	290.59	<b>*Vendor Total</b>				
<b>Sunbelt Rentals, Inc.</b>						
043800						
Trencher	1,409.75	01-445-4530	Public Grounds/Parks Maint	105714141-00	9/24/2020	10/19/2020
Total:	1,409.75	<b>*Vendor Total</b>				
<b>Technology Management Rev Fund</b>						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2105122	9/22/2020	10/19/2020
Total:	723.32	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Third Millennium Assoc. , Inc.</b>						
033470						
Late Final Bills- Sept 2020	509.06	60-445-4507	Printing	25344	9/30/2020	10/19/2020
Total:	509.06	<b>*Vendor Total</b>				
<b>Thom Jungels</b>						
039460						
Plumbing Inspections (26)	910.00	01-441-4276	Inspection Services	10052020	10/5/2020	10/19/2020
Total:	910.00	<b>*Vendor Total</b>				
<b>Thomas J. Doggett</b>						
051390						
Department Photos- PD	420.00	01-440-4799	Misc.	10062020	10/6/2020	10/19/2020
Total:	420.00	<b>*Vendor Total</b>				
<b>Traffic Control &amp; Protection</b>						
021520						
Stop & Speed Limit Sign	153.95	01-445-4545	Traffic Signs & Signals	105358	10/8/2020	10/19/2020
Total:	153.95	<b>*Vendor Total</b>				
<b>Van's Lock &amp; Key Service, Inc.</b>						
005070						
VH Keys (2)	11.50	01-445-4520	Public Buildings Rpr & Mtce	89986	9/28/2020	10/19/2020
Total:	11.50	<b>*Vendor Total</b>				
<b>Vessel, Inc.</b>						
041490						
Dirt	160.00	01-445-4540	Streets & Alleys Rpr & Mtce	20-2177	9/28/2020	10/19/2020
Total:	160.00	<b>*Vendor Total</b>				
<b>WBK Engineering, LLC</b>						
467655						
Randall Crossing Mixed Use Bldg	1,134.26	90-000-E056	Randall Crossing Mixed Use	21571	10/6/2020	10/19/2020
Total:	1,134.26	<b>*Vendor Total</b>				
<b>Weldstar Company</b>						
014090						
Air Tank Rental	160.08	60-445-4565	Water Well Rpr & Mtce	01895654	9/24/2020	10/19/2020
Total:	160.08	<b>*Vendor Total</b>				
<b>Winzer Corporation</b>						
047560						
Sanitizer- COVID	119.40	01-445-4421	Custodial Supplies	6715759	9/29/2020	10/19/2020
Total:	119.40	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Report Total:	<hr/>					
	155,112.09					
	<hr/>					



# Memorandum

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

**Cc:** Steve Bosco, Village Administrator

**From:** Natalie Stevens, Executive Assistant

**Date:** October 13, 2020

**Re:** Share & Care Halloween Special Event Permit Application

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Attached is a Special Event Registration form submitted by Suzanne Starble on behalf of Share & Care Learning Center seeking a special events permit from the Village of North Aurora.

The event, a Halloween parade, will take place on Friday, October 30, from 9:30 a.m. to 10:30 a.m. from John Street to Marvo Street and ending with an event in the Village-owned parking lot on Marvo Street.

The special events permit application and all 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: 10-02-20

Name of Event: Share + Care Annual Halloween Parade

Type of Event: one way st Festival John St + Marvo (connecting street) Grand Opening X Backyard Party X Other

Location of Event: John St + Marvo (connecting street)

Date(s) of Event: Fri, Oct 30, 2020 Hours of Event: 930 to 1030

Event / Organization Website (if applicable): N/A

Purpose of the event: celebrate Halloween / family event for holiday parade

Name of sponsoring organization (if applicable): S Corp  
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes No X

Contact person: Suzanne Starble

Contact person address: \_\_\_\_\_

City: \_\_\_\_\_ State: IL Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone \_\_\_\_\_ -mail: \_\_\_\_\_

Organization address: 12 John St

City: No Aurora State: IL Zip: 60542 Phone: 630 892-2818

Will you be using speakers and/or sound equipment at your event? X 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](http://www.vil.north-aurora.il.us))

Will alcohol be sold at your event? YES X NO

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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[www.northaurora.org](http://www.northaurora.org)

Will you serve food at your event? \_\_\_ 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](http://www.kanehealth.com)*

Does your event include the use of a tent or an inflatable device over 400 square feet? \_\_\_ 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>*

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](mailto: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 2nd day of October, 2020

Signature of Organizer / Applicant



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.

Suzanne Starble

Name of Organizer / Applicant (please print)

[Signature]

Signature of Organizer / Applicant

10-2-20

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Joseph M Wiedemann & Sons Inc 505 E. Golf Road, Suite A Arlington Heights IL 60005		<b>CONTACT NAME:</b> Cathy DeCaro <b>PHONE (A/C, No, Ext):</b> 847-228-8400 <b>E-MAIL ADDRESS:</b> cdecaro@jmwsons.com		<b>FAX (A/C, No):</b> 847-228-8505
<b>INSURED</b> Share & Care Learning Center, Inc. 12 John St North Aurora IL 60542		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : West Bend Mutual Insurance Co.		15350
		INSURER B : Sentinel Insurance Co Ltd		11000
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1141384904**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0733345	1/20/2020	1/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0733345	1/20/2020	1/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			0733345	1/20/2020	1/20/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y		N/A	83WECAC5GU9	1/20/2020	1/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Village of North Aurora  
25 East State Street  
North Aurora IL 60542

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Village of North Aurora Memorandum



**To:** President and Board of Trustees

**From:** Bill Hannah, Finance Director

**CC:** Steve Bosco, Village Administrator

**Date:** October 13, 2020

**RE:** Employee Vacation Time Accrual Balances

## **Background**

One of the items that staff prepares annually for the audit is the recording of the value of accrued time off that employees have at the end of the fiscal year that the Village is required to pay out if that employee were to leave employment with the Village. This is calculated by taking the employee's current hourly rate of pay, and multiplying it by the hours of applicable leave time that the employee has as of May 31<sup>st</sup>, the end of the fiscal year.

As stated above, the value of the time recorded only includes hours that that the Village would be required to pay out to the employee when that employee retires or leaves employment with the Village. In this case this would only include vacation time, compensatory time and holiday time (for police union employees only). Since the Village does not pay out accrued sick time to employees upon separation, there is therefore no liability to accrue as of May 31<sup>st</sup>.

The updated number of hours of accrued time off that the Village had a liability to potentially payout as of May 31, 2020 is listed as follows:

	<b><u>Hours</u></b>	<b><u>Accrued Value of Time</u></b>
Vacation Leave	7,432	\$340,856
Compensatory Leave	2,270	\$88,168
Holiday Leave (Police)	1,829	\$77,439

The value of all accrued leave time above as of May 31, 2020 was an increase of about \$87,540 over the prior year, a larger than normal annual increase in accumulated leave time.

## **Vacation Leave Balances**

Employees accrue and earn vacation time twice a month. Employees are allowed to earn vacation time up to a certain maximum amount. This maximum is the equivalent to their annual accrual plus one week. For example, an employee that earns three (3) weeks of vacation time annually over the course of the year may accumulate up to four (4) weeks total to use. In some situations, this can be temporarily increased by an additional week with the approval of the Village Administrator.

It was noted at the time of calculating the above annual accruals that several employees at the Police Department had accumulated more vacation time than current policy provides. After discussion, it was determined that several issues contributed to the increase in accumulated time. These included the necessity of having a critical number of employees working in order to account for employees unable to work due to workers' comp incidents, employees off for extended durations for non-work related reasons, the cancellation of planned vacations due to the current COVID pandemic and general need for employees to be currently working in response to the current pandemic issues.

#### **Current Payout of Vacation Time Policy**

One of the policies the Village has had in place for the last five (5) years is the option for certain employees to have the Village "buy back" some of their vacation time. The program applies only to non-union employees, and was increased from a maximum of 40 hours to a maximum of 60 hours last year. Employee decisions are made in November and the vacation time hours are paid out in December. This program was adopted in order to respond to periods of time where employees could not take their accumulated vacation time for various reasons, partially as described above, or for other reasons. The program has been well received and appreciated by employees.

#### **Discussion of Possible Increase in Vacation Buy-Back for 2020**

In discussing the issue of the increase in the accumulated time off and the current balances of some employees, one of the points that was brought up was that the ongoing pandemic could carry the accumulated time issue well into next year. Since the Village has had a vacation buy back policy in place since 2015 as described above, it was thought that the program could be expanded for only this year to include all full-time employees (union as well as non-union) and have the maximum buyout increased to 80 hours. This would enable the Village to have more staff available to respond to the current needs of the Village (due to COVID and other issues), alleviate a portion of the total hours and value of accumulated time employees are currently carrying, minimize the potential operational impacts of past due and overlapping vacation requests and ensure that all employees are able to be within the normal vacation maximum accruals. If at the time of the buyout some employees need to have more than 80 hours cashed out in order to be within the current policy maximums, that will be looked at on an individual basis.

#### **Government Operations Committee Discussion**

This item was discussed at the October 5, 2020 Government Operations Committee. The Committee recommended a Resolution temporarily for one-year expanding the scope of the Village's annual vacation buy-back program be considered for approval at the October 19, 2020 Village Board meeting.

**Resolution No. \_\_\_\_\_**  
**Resolution to Authorize Temporary Modifications to the Village's Vacation  
Buyback Policy in the Human Resources Manual**

**WHEREAS**, the Village of North Aurora adopted a revised Human Resources Manual on November 2, 2015 and was subsequently modified several times by the Village Board and was last amended on November 18, 2019; and

**WHEREAS**, Section 5.4 of the Human Resources Manual currently provides for an annual "vacation buy back option" for non-union employees where the Village will buy back up to sixty (60) hours of vacation time from eligible full-time employees; and

**WHEREAS**, employee vacation leave balances have increased over the last year in some areas due to a variety of issues including staffing issues due to the COVID-19 pandemic, operational necessity, workers' comp or other employee leave issues and such balances are near or over the maximum allowed under Village policy for both union and non-union employees; and

**WHEREAS**, due to the ongoing pandemic, operational staffing needs and other issues, it had been determined that it is in the best interest of the Village to allow for an expanded vacation leave buy back option for all full-time employees of up to eighty (80) hours, both union and nonunion, only for calendar year 2020; and

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Village staff is authorized to implement an expanded vacation leave buyback program for all full-time, eligible employees of up to 80 hours for calendar year 2020 only.
3. The vacation buy back program will be automatic for certain employees in order to ensure that their vacation leave accrual totals will then be under the maximum amount provided for by Village policy or other agreement after the buyback, and in some cases may need to exceed the temporary, maximum 80 hour buyback amount.
4. This Resolution shall take immediate full force and effect from and after its passage and approval.

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 Guethle \_\_\_\_\_

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

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

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

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

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

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

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

ATTEST:

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



## Memorandum

To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: October 12, 2020

Re: 2021 Road Program Professional Engineering Services Agreement

---

At the September 21, 2020 Services Committee meeting, Staff presented the proposed roads for the 2021 annual road maintenance program. The roads selected are in the Pinecreek Subdivision on the east side of town, as seen in the table below. The total length of streets proposed is approximately 2.75 miles. The engineering services required to complete the design, materials inspection, and construction inspection of the annual road program will be funded through the Capital Fund. The construction of the improvements will be funded through both the Capital Fund and the Motor Fuel Tax Fund (MFT).

1	Andrew Ct	Andrew Ln	end of cul-de-sac
2	Andrew Ln	Pinecreek Dr	Hickory St
3	Bede Cir	Pinecreek Dr	Lloyd Ln
4	Bede Ct	Bede Circle	end of cul-de-sac
5	Bellar Ct	Hammer Lane	end of cul-de-sac
6	Carrie Ct	Bede Circle	end of cul-de-sac
7	Hammer Ln	Pinecreek Dr	end of cul-de-sac
8	Hammer Ln	Doral Ln	Doral Ln
9	Hickory Ct	Andrew Ln	end of cul-de-sac
10	Holly Ct	Pinecreek Dr	end of cul-de-sac
11	Jessica Ct	Pinecreek Dr	end of cul-de-sac
12	Lindsay Cir	Terry Ln	Pinecreek Dr
13	Lloyd Ln	Pinecreek Dr	Carrie Ct
14	Oberweis Ave	Banbury Rd	Hammer Ln
15	Pinehurst Ct	Pinehurst Dr	end of cul-de-sac
16	Pinehurst Dr	Wingfoot Dr	Pinecreek Dr
17	Sharon Ct	Sharon Lane	end of cul-de-sac
18	Sharon Ln	Pinecreek Dr	Banbury Rd
19	Terry Ln	Pinecreek Dr	Lindsay Cr



The Village will be using MFT funding for construction, which is a change from past years, and adds a level of complexity to the project because the Village must submit its engineering plans and specifications to IDOT for review. This requires additional engineering efforts to meet the State standards that otherwise would not be required and thus the engineering services are expected to cost more. However, even when taking into consideration this expected cost increase, the proposal for engineering services prepared by EEI is reasonable when compared to last year's agreement.

The engineering costs for the 2020 road program were \$149,681 for 1.85 miles of roadway and the construction costs were \$1.16M. The engineering costs were 12.9% of the construction costs. The construction costs were approximately \$118.75 per linear foot.

For the 2021 project, the length is approximately 2.75 miles of roads. Using last year's cost per linear foot of \$118.75 linear foot and a length of 2.75 miles would produce an estimate of \$1.72M. However, with the substantial amount of curb repairs needed on Lindsay Circle and Holly Court, Staff is estimating this cost could increase to \$1.9M. The total cost proposed by EEI for engineering services in 2021 is \$229,715, and the corresponding percentages would range between 12.1% and 13.3% when using an estimate of range of \$1.7M-\$1.9M. Based on this comparison the estimated range aligns well with last year's engineering costs of 12.9%.

The engineering services contract prepared by EEI has been separated into two components, a design component and a construction inspection component. The design component is not to exceed contract in the amount of \$90,954. The construction inspection is estimated at \$120,376. This amount could vary depending on the length of the actual contract. Another caveat depends on how IDOT defines our project. If they determine "design plans" are not required the engineering services contract could be reduced by approximately \$25,000, and instead of plans EEI would produce exhibits.

After reviewing the professional services agreement, considering the additional engineering that may have to be performed as a result of submitting the project to IDOT for review, and comparing this agreement to last year's, it is the Staff recommendation to approve the agreement with EEI in the amount of \$229,715.

**Agreement for Professional Services  
Design and Construction Engineering for the 2021 Annual Road Program**

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

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Design Engineering and Construction Engineering for all roadways indicated on Attachment D will be provided. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for hourly, with a Not-To-Exceed Value of \$90,954 and Construction Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$120,376. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the Village shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 10%. Such outside services include, but are not limited to services to be provided by Rubino Engineering, Inc. Direct Expenses are estimated to be \$18,385.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

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

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable,

the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

**Attachment A:** Standards Terms & Conditions

**Attachment B:** Scope of Services

**Attachment C:** Estimate of Level of Effort and Associated Cost

**Attachment D:** Location Map

**Attachment E:** Anticipated Project Schedule

**Attachment F:** 2020 Standard Schedule of Charges

**L. Notices:**

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

For the Village:

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

For the Contractor:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020.

Village of North Aurora

Engineering Enterprises, Inc.:

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

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

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

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

## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or



connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

## **2021 Annual Road Program Village of North Aurora**

### **Attachment B – Scope of Services**

The Village of North Aurora requires Design and Construction Engineering services for the Village's 2021 Road Program. A map of the roadways to be included in the program can be found in Attachment D of this proposal. The roadways have a total centerline length of approximately 2.9 miles.

In order to successfully complete this project, various items will need to be addressed during the preliminary planning and the design engineering for this project. Our proposed scope of services will include the following:

#### **Preliminary Planning:**

- Kick off meeting with Village staff to discuss the scope of the project (1 meeting).
- Initiate coordination with the Illinois Department of Transportation (IDOT) for processing the project utilizing MFT funds including a Section Number Request.
- Coordinate and develop with Village Staff the final scope and parameters of services to be provided.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Gather data and utilize the Village's GIS database to prepare base drawings for plan sheet development (R.O.W. to R.O.W) for all roadways in the program.
- Perform on-site review of existing conditions to identify the required improvements.
- Perform pavement cores where necessary. Analyze geotechnical site data, including pavement core analysis. Confirm the required pavement rehabilitation for each roadway based on the Pavement Core Report.

#### **Design Engineering:**

- Prepare construction plans in Village format, as required by IDOT, consisting of, but not limited to, the following sheets:
  - Cover sheet including the following information:
    - Project Title
    - Village Officials and Staff
    - Location Map
    - Professional Engineer Sign and Seal
    - Village Approval Location
    - JULIE Contact Information
    - Scales
    - Benchmarks (when necessary)
    - Other information, as required
  - General notes and legend sheet including the following information:
    - Index of Sheets
    - Key construction details and information
    - Applicable standards
    - Supplemental Legend
  - Quantities sheet including the following information:
    - Proposed pay items
    - Pay item units
    - Pay item quantities
  - Proposed and existing typical section sheets including the following information:

- Existing typical sections with cross slopes, pavement location, R.O.W., pavement width, parkway width, ditch grades, locations, curbs, gutters.
- Proposed typical sections indicating standard proposed sidewalk locations, dimensions of proposed construction items, thicknesses, areas requiring restoration, proposed striping, grading, and all other items required to indicate to the bidder the proposed construction
- Plan sheets including the following information:
  - Roadway Location dimensions, R.O.W. data
  - Location of existing items including but not limited to the sidewalk, utilities, structures, landscaping, mailboxes, street signs, power poles, utility transformers, drainage structures, curb and gutter, ditches, or any other item within the project locations available on the Village GIS system
  - Drainage improvements (when needed, including storm sewer type, size, grades, required trench backfill, etc.)
  - Required grading
  - Curb and gutter, sidewalk and driveway removal & replacement locations
  - Pavement markings
  - Sign locations (if required by design)
  - Sidewalk detectable warning locations at all sidewalk/roadway crossings
  - House numbers
  - Sanitary/storm sewer point repair locations
- Detail sheets including the following information:
  - All applicable project details
  - Village details (as required)
  - State standards
  - Traffic control
  - Other details pertinent to the construction of this project
- Prepare construction specifications, consisting of, but not limited to, the following:
  - All required bidding and letting information and contractual forms
  - Village special provisions and contracting information
  - Project specific specifications and special provisions
  - State specifications and provisions
  - Prevailing Wages
  - Pavement Core Reports
- Submit 90% plans, specifications and estimate to IDOT and the Village for review.
- Process required documents with IDOT for an MFT Project including:
  - Plan Set
  - Bid Package
  - BDE 213 – Estimate of Cost
  - BLR 09111- Resolution
  - D1 PI0019 – MFT Scoping Checklist
  - Disposition of Comments (for the final submittal)
- Coordination of reviews with the Village and IDOT
- Comment review meeting with the Village (1 meeting).
- Provide an LPC-662 form for the Village to sign to include in the bidding documents to handle uncontaminated soil disposal.
- Prepare 90% and final cost estimates.
- Prepare a final estimate of workdays and/or construction schedule.

- Prepare and provide final contract drawings, documents and specifications for bidding. Specifications will include all necessary information for the bidder, including construction methodology, special provisions for construction and direction to the bidder regarding Village specific requirements, construction ordinances and project specific guidelines.
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; prepare and submit contracts to the Village and IDOT.
- Provide all plans and drawings electronically and one hard copy in 22" x 34" (full size) and 11" x 17" (reduced size) formats with visual scales.
- Provide all specifications in 8 1/2" x 11 1/2" format, bound and in quantities as required.
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule.

#### **Construction Engineering:**

- Attend the Pre-Construction Conference with the Contractor and Village Staff.
- Provide construction layout for the proposed improvements.
- Provide resident engineering for on-site observation.
- Daily documentation of work tasks and calculation of installed pay items.
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor traffic control on a regular basis.
- Gather material inspection and coordinate any required testing on behalf of the Village.
- Provide guidance to the contractor when questions arise during construction.
- Prepare/verify pay estimates.
- Gather and review certified payrolls and waivers of lien.
- Provide information to residents as required.
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with the Village weekly, or as required based on onsite activities.
- Prepare necessary IDOT closeout paperwork.
  - BLR 09150 – Request for Expenditure/Authorization of MFT Funds
  - BLR 13210 – Request for Approval of Change in Plans
  - BLR 13230 – Engineer's Final Pay Estimate
  - BLR 13510 – Final Report of Improvement Constructed Under the IL Highway Code
  - Description of Pay Item Changes in Excess of \$10,000
  - Material Inspection Letter (To be signed/sealed by EEI)
  - Project Acceptance Letter (To be signed by the Village)

#### **Exclusions:**

- No allowance has been made for public information meetings.
- No allowance has been made for topographic survey.
- No allowance has been made for any soil analytics (other than pH testing) or preparation of an LPC-663 form.

Throughout the course of the project, EEI will attend all required meetings with Village Staff, permitting agencies, area business owners, residents or any other entity as requested or if specific concerns need to be addressed.

All documents prepared by Engineering Enterprises, Inc. shall be done so by, or under the supervision, of a Professional Engineer, licensed within the State of Illinois. Plans shall be signed

and sealed by the design or supervising engineer. All of the latest design standards shall be utilized, including the most recent versions of the Village of North Aurora standards and specifications, Standard Specifications for Road and Bridge Construction in Illinois, the Manual on Uniform Traffic Control Devices and the Standard Specifications for Water and Sewer Main Construction in Illinois.

Further, EEI will meet with utilities and other agencies, as necessary, to coordinate utility services required for the project and to establish the division of work, if any, between the utility or the agency and construction contractor. In addition, EEI will prepare detailed minutes of all meetings and submit them for approval within five working days after meeting. Meeting minutes may denote scope of work changes but will not be considered formal notification of changes.

The following program guidelines for the 2021 Annual Road Program will be employed to ensure the best possible end result for the Village, targeting a letting in March of 2021:

- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Apply value-engineering techniques to ensure efficient and cost-effective design procedures.
- Communicate with all parties relative to the status of the project through meetings, correspondence and telephone conversations.
- Provide the required coordination between the Village and other regulatory agencies.
- Provide early identification of issues or potential problem areas related to technical scheduling or budgetary goals.



ATTACHMENT C - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES  
2021 ANNUAL ROAD PROGRAM  
Village of North Aurora



WORK ITEM NO.	WORK ITEM	ENTITY: PROJECT ROLE: HOURLY RATE:	ENGINEERING				SURVEYING		SENIOR PROJECT MANAGER	DRAFTING	ADMIN.		COST PER HOUR ITEM
			PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER		CAD MANAGER	SENIOR PROJECT TECHNICIAN II	ADMIN.	
			\$214	\$203	\$172	\$145	\$203	\$183		\$158	\$145	\$70	
DESIGN ENGINEERING													
2.1	Project Management (QC/QA, Permitting, Coordination, Administration)		2	16	6								24 \$ 4,708
2.2	Meetings with Village Staff (2 meetings)		2	4	4								10 \$ 1,928
2.3	Data Collection (GIS, List of Known Issues)				2	2							4 \$ 634
2.4	Geotechnical Investigation (Coordination, Field Work, Review Report)			2	2	2							6 \$ 1,040
2.5	Analyze/Finalize Roadway Rehabilitation Methods			2	2	4							8 \$ 1,330
2.6	Site Review, Identification of Required Improvements				8	64							72 \$ 10,656
2.7	Develop Base Sheets (Utilizing GIS)			2	8	8				36	36		90 \$ 13,850
2.8	90% Plans, Specifications and Estimates		2	12	46	110				40	92	2	304 \$ 46,526
2.9	Revisions and Disposition based on IDOT & Village Comments on 90% Plans			4	6	12					12		34 \$ 5,324
2.10	Submit Bid Package for IDOT & Village Approval/Advertisement			2	2	6					2	2	12 \$ 1,760
2.11	Bidding, Letting and Contracting			4	8	6						2	20 \$ 3,198
Final Engineering Subtotal:			6	48	94	214	-	-	-	76	140	6	584 \$ 90,954
CONSTRUCTION ENGINEERING													
3.1	Construction Administration		2	24	8	8						4	38 \$ 6,956
3.2	Construction Layout				8	32							40 \$ 6,016
3.3	Observation and Documentation				16	670							686 \$ 99,902
3.4	Punchlist Coordination and Work		2	2	4	18							26 \$ 4,132
3.5	Project Closeout & MFT Documentation		2	2	8	8							20 \$ 3,370
Construction Engineering Subtotal:			6	28	44	728	-	-	-	-	-	4	810 \$ 120,376
PROJECT TOTAL:			12	76	138	942	-	-	-	76	140	10	1,394 \$ 211,330

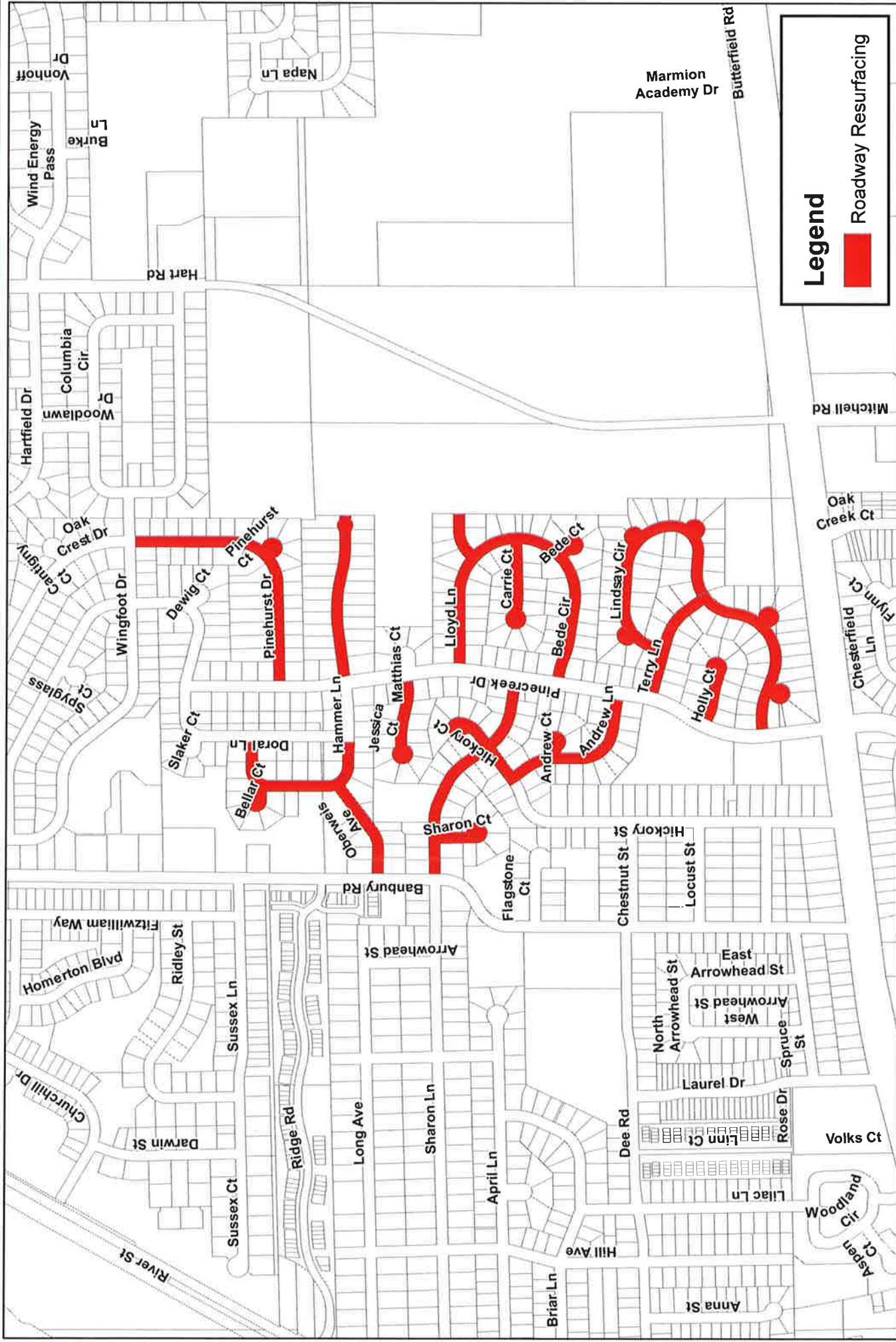
DIRECT EXPENSES	
Printing and supplies =	\$ 500
Pavement Core & CCDO (Rubino) =	\$ 5,170
Material Testing (Rubino) =	\$ 8,360
Vehicle Costs (\$65 per day) =	\$ 4,355
DIRECT EXPENSES =	
\$ 18,385	

LABOR SUMMARY	
Engineering Expenses =	\$ 178,322
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 32,308
Administrative Expenses =	\$ 700
TOTAL LABOR EXPENSES =	
\$ 211,330	

TOTAL EXPENSES =	
\$ 229,715	

Worksheet: EE - Village of North Aurora - 2021 Annual Road Program - Attachment C - Total Project Fee Estimate - 10/22/2021 10:47 AM - Summary





Legend

Roadway Resurfacing

Attachment D

2021 Annual Road

Program Location Map

DATE: SEPTEMBER 2020

PROJECT NO: NO2002

BY: MUT

PATH: H:\GIS\PUBLIC\NORTH AURORA

FILE: NO2002\_2021 Road Program.MXD

Village of North Aurora

25 East State Street

North Aurora, IL 60542

630-897-8228

Engineering Enterprises, Inc.

52 Wheeler Road

Sugar Grove, Illinois 60554

(630) 466-6700

www.eeiweb.com





2021 ANNUAL ROAD PROGRAM  
Village of North Aurora  
October 9, 2020



Legend	
	Project Management, QC/QA, Coord
	Meeting(s)
	Bidding and Contracting
	IDOT & Village Review
	Construction
	Preliminary Design Work
	Item Permitting



## Standard Schedule of Charges

January 1, 2020

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

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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

# Village of North Aurora

## Memorandum



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

**From:** Bill Hannah, Finance Director/Treasurer

**Date:** October 13, 2020

**CC:** Steven Bosco, Village Administrator

**RE:** Intergovernmental Agreement with Kane County for CARES Funding

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As the Board is aware, Kane County received funding from the federal government through the Coronavirus Relief Fund (CRF) after the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed into law on March 27, 2020. Per the CARES Act, Kane County qualified for direct funding due to it being a unit of local government with an excess of 500,000 residents.

Kane County, as allowed by the CARES Act and US Treasury guidance, made available a portion of this funding to other units of government in Kane County. The Village of North Aurora was notified on August 13, 2020 that it was allocated \$1,062,765 from the County’s funding allocation. Allocations were made on a per capita basis.

After the County made available the necessary forms and updated its guidance on eligible expenditures during the months of August and September, the Village submitted an application for this funding on September 10, 2020. The eligible expenditures submitted for reimbursement included salaries and benefits of sworn police officers from March 1<sup>st</sup> through August 31<sup>st</sup> as well as some personnel costs associated with public works laborers that needed to shelter in place. The total amount of these eligible costs totaled \$2,213,122.84. This was significantly more than the amount of funds that were allocated to the Village.

On Friday, October 9<sup>th</sup> the County provided indication that the Village’s application for CARES funding was accepted, and forwarded the attached IGA to the Village for approval. Once the Village approves the IGA it will be sent on to the County and at this time it is expected that the full \$1,062,765 will be disbursed to the Village in the near future.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

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

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**RESOLUTION TO ACCEPT CARES ACT FUNDS FROM KANE COUNTY**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2020

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

Signed \_\_\_\_\_

**VILLAGE OF NORTH AURORA**

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

**A RESOLUTION TO ACCEPT CARES ACT FUNDS FROM KANE COUNTY**

**WHEREAS**, Kane County received funding from the federal government through the Coronavirus Relief Fund (CRF) after the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed into law on March 27, 2020, and Kane County is making a portion of the CARES ACT funding available to other units of government in Kane County on a per capita basis, including the amount of \$1,062,765 the Village of North Aurora (the “CARES Act Funds”); and

**WHEREAS**, the President and Board of Trustees of the Village of North have determined that the best interests of the citizens and businesses in North Aurora will be served by accepting the funds that are being made available by Kane County.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The President and Board of Trustees hereby approve acceptance of the CARES Act Funds from Kane County pursuant to the terms of the intergovernmental agreement in the form attached hereto and incorporated by reference as Exhibit “A” (the “IGA”), and the Village Administrator, or his designee, is hereby authorized and directed to sign and return the IGA to Kane County, to take whatever other actions are necessary to obtain the funds and to comply with the terms and conditions the IGA and limitations on those funds as provided in the CARES Act.
3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

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

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

Mark Carroll	_____	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:

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

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**

**INTERGOVERNMENTAL RECIPIENT AGREEMENT FOR  
CORONAVIRUS RELIEF FUNDS**

## **INTERGOVERNMENTAL RECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS**

**Between COUNTY OF KANE, ILLINOIS and Village of North Aurora (Recipient)**

**THIS AGREEMENT** entered this                day of October, 2020, by and between the County of Kane, Illinois, a body politic and corporate of the State of Illinois, (herein called “Kane County”), and Village of North Aurora (herein called “Recipient”) governs disbursement of Coronavirus Relief Funds by Kane County to Recipient. Kane County and Recipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

**WHEREAS**, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

**WHEREAS**, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

**WHEREAS**, Kane County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury as it is a unit of local government with an excess of 500,000 residents; and

**WHEREAS**, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

**WHEREAS**, Kane County acknowledges that there are local municipalities and other entities within Kane County that did not directly receive a portion of CRF and Kane County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities and other entities in addressing the impacts of the COVID-19 Public Health Emergency; and

**WHEREAS**, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

**WHEREAS**, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

**WHEREAS**, this agreement is intended to promote the most efficient distribution of resources which have been made available to the State of Illinois and the County of Kane to benefit the citizens of Kane County, and

**WHEREAS**, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

**WHEREAS**, in order to reimburse Recipient for funds to pay necessary expenditures which it has incurred due to the COVID-19 public health emergency, the Parties have agreed that Kane County, in its sole and absolute discretion, may reimburse Recipient for eligible expenses as provided herein.

**NOW, THEREFORE**, the Parties mutually agree as follows:

## **I. AGREEMENT TERM & SURVIVAL OF TERMS**

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”). With regard to all dates and time periods set forth, or referred to, in this Agreement, time is of the essence, and Recipient acknowledges it shall comply with its obligations within the required timeframe.
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Kane County, in its sole and absolute discretion, may terminate this Agreement at any time.
- D. Those terms relating to the parties’ obligations to maintain records and provide records, the Recipient’s indemnification of Kane County, representations and warrants of the Recipient as to Kane County population count, and all other representations and warrants of the Recipient shall survive the termination of this Agreement, including, but not limited to surviving the time period for conducting any audit(s) or any time periods for concluding other residual responsibilities of Kane County or the Recipient.

## **II. ACTIVITIES & ELIGIBLE EXPENSES**

### **A. Activities**

Recipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Kane County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

### **B. Eligible Expenses**

Kane County, in its sole and absolute discretion, may reimburse and/or provide funding to Recipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Recipient to



comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

### **III. NOTICES**

#### **A. Legal Notices**

Legal notices to Kane County as required by this Agreement shall be delivered in writing, and addressed to Kane County as set forth below. Legal notices to Recipient as required by this Agreement shall be in writing, and addressed to Recipient as set forth below. All such legal notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

KANE COUNTY STATE'S ATTORNEY'S OFFICE

ATTN: CIVIL DIVISION

RE: CRF ALLOCATION LEGAL NOTICES

100 S. THIRD STREET, 4<sup>th</sup> FLOOR

GENEVA, IL 60134

Name of Recipient: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **B. Communications and Notices, Other than Legal Notices**

Other than legal notices, all other communications and notices may be sent between the parties via email or U.S. Mail, as addressed below:

Kane County Coronavirus Relief Fund Program Manager

Attn: Faviola Guzman

100 S. Third Street, 4<sup>th</sup> Floor

Geneva, IL 60134

crf@co.kane.il.us

Recipient Information for Notices, other than Legal Notices, and all other Communications:

Name of Recipient: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

#### **IV. TERMS & CONDITIONS**

The following requirements are applicable to all activities undertaken with CRF funds. The County, by and through departments or Third-Party Consultant hired by the State's Attorney's Office, shall process requests for reimbursement received subject to the requirements set forth herein.

##### **A. Compliance with State and Local Requirements**

Recipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

##### **B. Compliance with Federal Requirements**

Recipient acknowledges that Eligible Expenses reimbursed by Kane County to Recipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Recipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Recipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Recipient shall comply with all applicable federal laws and regulations, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Recipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Recipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Recipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

#### C. Hold Harmless

Recipient shall hold harmless, release, and defend Kane County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement. Recipient agrees to hold Kane County harmless for any evaluation and/or advice which Kane County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of CRF.

#### D. Indemnification

Recipient shall indemnify Kane County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Recipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Kane County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Kane County. This indemnification shall include, but is not limited to, instances where Kane County relied upon the certification of the Recipient that such expenses which the Recipient sought to have reimbursed from CRF were eligible, and met all requirements for reimbursement, but where the Office of the Inspector General, or any other federal person, official, or agency which is charged with the auditing and review of expenditures of CRF determines that such expenses and/or reimbursement was not permitted under the CARES Act, the Recipient agrees to indemnify, reimburse, and make whole Kane County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other federal funds owed to Kane County, or otherwise. The Recipient further agrees to indemnify, reimburse, or make whole Kane County for any penalties associated with the federal government seeking to recoup the expended CRF which the County disbursed to the Recipient, including interest, attorney's fees, or any penalty provided by law. Recipient shall reimburse Kane County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Recipient is obligated to indemnify, defend and hold harmless Kane County under this Agreement. Recipient shall also reimburse Kane County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of reimbursements to Recipient by the federal government.

#### E. Misrepresentations & Noncompliance

Recipient hereby asserts, certifies and reaffirms that all representations and other information contained in Recipient's Kane County Unit of Government Application for Coronavirus Relief Funds (see Section V.J.(1)), subsequent requests for reimbursement or any agreed-upon budget modifications are true, correct and complete, to the best of Recipient's knowledge. Recipient acknowledges that all such representations and information have been relied on by Kane County to provide the funding under this Agreement.

Recipient shall promptly notify Kane County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Recipient representation(s) or information untrue or incorrect or otherwise impair Recipient's ability to fulfill Recipient's obligations under this Agreement.

#### F. Workers' Compensation

Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### G. Insurance

Recipient shall carry sufficient insurance coverage to protect any funds provided to Recipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Recipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

#### H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Kane County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to the CARES Act or regulations promulgated by the Treasury or other federal agency, without need for further written amendment to this Agreement and the Recipient agrees to adhere to any amendments to the CARES Act or related federal regulations.

#### I. Suspension or Termination

Kane County may suspend or terminate this Agreement if Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to Kane County reports that are incorrect or incomplete in any material respect.

#### J. Program Fraud & False or Fraudulent Statements or Related Acts

Recipient must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Recipient pertaining to any matter resulting from a contract.

**K. Debarment / Suspension and Voluntary Exclusion**

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
  2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- M. The County, by receiving and processing the reimbursement requests of Recipient, does not guarantee approval of the reimbursement requests by the Kane County Board or its authorized agents or committees, the United States Department of Treasury, or the Office of the Inspector General.

**V. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

Recipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

**B. Duplication of Benefits; Subrogation**

Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Recipient receives duplicate benefits from another source, Recipient must refund the benefits provided by Kane County to Kane County.

Recipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Recipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including,

without limitation, Recipient's obligation to promptly notify Kane County of any disaster assistance received from any other source.

#### C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Kane County, or any duly authorized representative of Kane County, shall have the right of access to any records, documents, financial statements, papers, or other records of Recipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Recipient under this Agreement. The right of access also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

#### D. Record Retention

Recipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Recipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of ten (10) years from the date of submission of the final expenditure report.

In circumstances where the reimbursement request has been granted and records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by the Recipient to provide records, for any reason, including but not limited to the prior destruction of records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that the Recipient shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified. Additionally, the Recipient agrees to indemnify, or make whole Kane County for any penalty assessed against the Kane County based upon the Recipient's failure to retain or provide records.

#### E. Internal Controls

Recipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Recipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

#### F. Personally Identifiable Information

Recipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### G. Monitoring & Compliance

Kane County has the right to and shall evaluate the Recipient's risk of noncompliance and monitor the activities of Recipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Recipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by Kane County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Recipient by Kane County.

Kane County has the right to and shall verify that Recipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Kane County may take enforcement action against a noncompliant Recipient as described in 2 C.F.R. 200.338. Remedies for noncompliance of this part and in program regulations.

#### H. Close-Outs

Recipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Recipient's obligation to Kane County will not terminate until all close-out requirements are completed.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Recipient has control over funding provided under this Agreement.

#### I. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to Kane County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Recipient within 30 days after notice of such deficiencies by the Recipient. Failure of Recipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Recipient expends \$750,000 or more in total federal awards (all programs) in a single year, Recipient must have a Single Audit or Program-Specific Audit pursuant to 2 C.F.R. 200.501(a). Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or Kane County may require return of all funds to Kane County by Recipient.

#### J. Payment & Reporting Procedures

##### 1. Payment Procedures

Kane County will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with the allocations and disbursement policies established by Kane County. Payments will be made for eligible expenses included in Budget Forms approved by Kane County already incurred since March 1, 2020 that were not included in the most recent approved budget as of March 27, 2020 *and* eligible expenses that will be incurred through December 30, 2020. Recipients must first complete a Kane County Unit

of Government Application for Coronavirus Relief Funds. Once that Application is approved, the Recipient will submit requests for reimbursements of eligible expenses actually incurred by the Recipient. The County shall pay up the Recipient from funds received from the U.S. Department of Treasury and provided herein. Such funds shall be used for payment of expenses eligible under the CARES Act and specifically listed in the budgets attached hereto as Exhibit C.

Recipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Recipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Kane County.

- a. Requests for reimbursement must be submitted through the on-line application processes, at [www.countyofkane.org/Pages/CRF.aspx](http://www.countyofkane.org/Pages/CRF.aspx). Incomplete applications may result in a delay in a decision regarding of reimbursement requests.
  - b. Upon receipt of the Applications, Kane County will confirm receipt of application by email.
  - c. The received application will be reviewed and Recipient will receive a Notification Letter by email indicating denial and/or approval of the request within approximately 10 days.
  - d. Notification Letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Recipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Recipient Agreement.
  - e. The Recipient must get approval of and retain documentation for any required modifications to the original Kane County Unit of Government Application for Coronavirus Relief Funds and attached budget to account for any eligible expenditures that were not reflected in the original budget.
2. Reporting Procedures. Recipient will be required to tender to Kane County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Recipient.

## **VI. Personnel & Participation Conditions**

### **1. Hatch Act**

Recipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

### **2. Conflict of Interest**

The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.



## **VII. ATTACHMENTS**

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification
- Attachment C – Budget forms, to be appended upon approval by Kane County

## **VIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **IX. WAIVER**

Kane County's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Kane County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **X. CERTIFICATION**

The Recipient hereby certifies that they have the authority and approval from its governing body to execute this Agreement and request reimbursement from Kane County from the allocation of the Coronavirus Relief Fund provided to Kane County for eligible expenditures. The Recipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Recipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Recipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Recipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Kane County.

Recipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Recipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the Recipient has received any other emergency COVID-19 supplemental funding (whether

state, federal, or private in nature) for that same expense.

## **XI. SUBAWARD INFORMATION**

The Federal Award associated with this Agreement is as follows:

CFDA Number:	21.019
Title:	Coronavirus Relief Fund
Federal Awarding Agency:	United States Treasury

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Recipient's name (must match the name associated with its unique entity identifier): **Village of North Aurora**
- Recipient's unique entity identifier (DUNS): **32324675**
- Federal Award Identification Number (FAIN): SLT0201
- Federal Award Date: [Click or tap to enter a date.](#)
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Recipient: **\$1,062,765.00**
- Federal Award Program Description:

Kane County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to units of local government. Units of local government may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Available funds will be distributed to units of local government consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.

- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: County of Kane, Illinois
- Contact Information for pass-through entity:

Kane County Coronavirus Relief Fund Program Manager

Attn: Faviola Guzman

100 S. Third Street, 4<sup>th</sup> Floor

Geneva, IL 60134

crf@co.kane.il.us

- Award is for Research & Development (R&D): No

## **XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Kane County's allocation of CRF funding to Recipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief

Funds as authorized under the CARES Act. Kane County has no legal requirement to provide funding to any Recipient.

**VI. SIGNATURE AUTHORITY**

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Recipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Recipient must be attached to the Agreement for review by Kane County. The following signatory on behalf of Kane County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

**Recipient:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Its Duly Authorized Agent**

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**KANE COUNTY, ILLINOIS**

**Signed:** \_\_\_\_\_ **Its Duly Authorized Agent**

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to form:**

**Signed:** \_\_\_\_\_

**Office of the Kane County State's Attorney**

## **ATTACHMENT A – ELIGIBLE EXPENSES**

Eligible expenses are subject to approval by Kane County and are contingent on their allowance under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Kane County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below are taken directly from the guidance of the U.S. Department of Treasury, as of nonexclusive.

### **Eligible Coronavirus Relief Fund (CRF) Expenses**

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures, which fit within the three CARES Act requirements outlined above, include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.

Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency. [NOTE: Kane County will only approve payroll expenses for public safety, public health, health care, human services, or similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, if those expenses were wholly unbudgeted OR if budgeted, were payroll expenses that were diverted for a substantially different use, i.e., payroll for those employees' whose work was diverted for substantially different functions due to the COVID-19 public health emergency. For administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, if unbudgeted, if budgeted – see above. For administrative convenience, public health and public safety employees are presumed to have been substantially dedicated to mitigating or responding to the COVID-19 public health emergency, if unbudgeted, if budgeted – see above.]

3. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

4. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

## ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Recipient's receipt of funds or the commitment of funds by Kane County, Recipient hereby assigns to Kane County all of Recipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Recipient under the Intergovernmental and Recipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Kane County, Illinois, and \_\_\_\_\_ on \_\_\_\_\_, 2020. Any such funds received by the Recipient shall be referred to herein as "additional funds."

Additional funds received by the Recipient that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Recipient agrees to immediately notify Kane County of the source and receipt of additional funds related to the COVID-19 pandemic. Kane County shall notify the Federal awarding agency of the additional funding reported by Recipient to Kane County. Recipient agrees to reimburse Kane County for any additional funding received by the Recipient if such additional funding is determined to be a DOB by Kane County, the Federal awarding agency or an auditing agency. Recipient further agrees to apply for additional funds that the Recipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Recipient and Kane County.

Recipient acknowledges that in the event that Recipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Recipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, Kane County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Recipient: \_\_\_\_\_

Signed: \_\_\_\_\_

Its Duly Authorized Agent

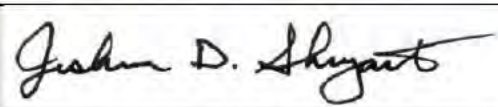

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C – Budget Worksheet Documents, \*to be appended upon approval of  
Kane County**

# Municipal Application

Project Information	
<b>Recipient Name:</b>	Village of North Aurora
<b>Address:</b>	25 East State Street North Aurora, IL 60542
<b>Contact Name:</b>	Steven Bosco
<b>Email:</b>	sbosco@northaurora.org
<b>CRF Allocation</b>	\$1,062,765
<b>Total Amount Submitted in Application:</b>	<b>\$2,213,122.84</b>
<ul style="list-style-type: none"> <li>Salaries and benefits for the Police Department (i.e. Chief, Deputy Chiefs, Sergeants, and Police Officers) from March through August.</li> </ul>	\$2,166,290.32
<ul style="list-style-type: none"> <li>Salaries and benefits for the Public Works Department Laborers for administrative leave due to the shelter in place order from March through August.</li> </ul>	\$46,832.52
<b>Less Ineligible Expenses:</b>	N/A
<b>Net Amount Eligible (lesser of CRF allocation or potentially eligible expenses submitted):</b>	<b>\$1,062,765</b>
<b>Explanation of amount recommended as eligible (pending documentation)</b>	
Police salaries and benefits, as deemed substantially dedicated to mitigating or responding to the COVID-19 public health emergency, were in excess of the CRF Allocation.	
<b>Explanation of ineligible expenses</b>	
N/A	
	9/24/2020
<b>KEB Authorized Representative Signature (above)</b>	<b>Date (above)</b>
Printed Name: Joshua D. Shugart	
Printed Title: Partner	
	9/26/2020
<b>Kane County State's Attorney Office Authorized Representative Signature (above)</b>	<b>Date (above)</b>
Printed Name: Joseph F. Lulves	
Printed Title: Assistant State's Attorney	