



## Meeting Held Electronically

### **NORTH AURORA VILLAGE BOARD MEETING MONDAY, JANUARY 4, 2021 – 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/81454020463>

**Meeting ID:** 814 5402 0463

**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. Village Board Minutes dated 12/21/2020 and Committee of the Whole Minutes dated 12/21/2020
2. Executive Session Minutes dated 10/05/2020
3. Bills List Dated 01/04/2021 in the Amount of **\$102,509.98**

#### **NEW BUSINESS**

1. Approval of Ordinance Granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to Allow for the Expansion of an Adult-Use

Cannabis Dispensing Organization at 161 S. Lincolnway in the Village of North Aurora, Illinois

2. Approval of Ordinance Granting a Special Use Pursuant to Title 17, Chapter 7 of the North Aurora Zoning Ordinance to Allow for the Expansion of a Place of Worship at 307 Banbury Road in the Village of North Aurora, Illinois
3. Approval of Ordinance Approving the Site Plan for the Property located at 307 Banbury Road in the Village of North Aurora
4. Approval of Resolution for Route 31 TIF Façade Grant Funding to the Property Located at 12 John Street, North Aurora, Illinois, in the Amount of **\$12,216**
5. Approval of Ordinance Establishing An Emergency Management Agency With the North Aurora And Countryside Fire Protection District
6. Approval of Purchase of Freightliner Plow and Dump Truck from Trans Chicago Truck Group with Outfitting by Monroe Truck Equipment in The Total Amount of **\$165,644.00**

## **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: CB

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
MONDAY, DECEMBER 7, 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 Laura Curtis, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Mark Guethle, Trustee Mark Carroll, Trustee 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.

**PUBLIC HEARING** – Aurora Boundary Agreement

**AUDIENCE COMMENTS** – None (all audience members speaking on Moose Lake Estates were asked to wait for an audience comment section under that discussion item.)

**TRUSTEE COMMENTS** – None

**CONSENT AGENDA**

1. Village Board Minutes dated 12/07/2020 and Committee of the Whole Minutes dated 12/07/2020
2. Interim Bills List Dated 12/17/2020 in the Amount of **\$48,227.50**
3. Bills List Dated 12/21/2020 in the Amount of **\$344,500.66**

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

**NEW BUSINESS**

Village Attorney Kevin Drendel said the first two items on the agenda are both related to Moose Lake Estates. He explained that the Annexation Agreement (the first item) would require two thirds of the board to vote in favor of it for approval, or 5 votes. The approval of the plat (the second item) would require a majority vote in favor of it for approval, or 4 votes. Community & Economic Development Director Mike Toth briefly went over the timeline of these items coming before both the Board and the Plan Commission and explained the new conditions M/I Homes, the developer, had included in the annexation agreement that addressed the model home unit, third-car garage options, square foot minimums (one-story no less than 1,457 square feet and two-story no less than 1,695 square feet), and brick and wainscoting items. Audience comments were then opened regarding Moose Lake Estates.

### **AUDIENCE COMMENTS**

Becky Damato, Moose Lake Estates HOA President – she referenced a presentation from a December 2, 2002 Village Board meeting made by Dave Bolger, the owner of Gladstone Builders (the original developer for Moose Lake Estates), who spoke to the Board of Gladstone’s vision for the subdivision. Damato said the original project is 73% complete and that the original annexation agreement was approved in part if not in whole based on the conceptual view Gladstone presented. She noted that M/I Homes has built in 23 Chicagoland communities and they have developments that are similar in size and style to those presently in Moose Lake Estates. Damato said when asked why M/I Homes was not building those models in Moose Lake Estates, they informed those were older models that had been retired and they were moving in a different direction, despite the fact Damato said those models are still being marketed. She said the models being proposed here would not blend in and would not add much value to the community. She asked the Village to hold the builder to the original commitment for Moose Lake Estates and to support the constituents in the community, not just the builder. She also asked that as HOA president she would like for the remaining lots to become part of the existing HOA and not a separate HOA.

Patrick Griffin, attorney for Moose Lake Estates HOA – he said a large part of his engagement in the process has been educating the Association. He said there was no question that the properties being talked about are in subject to the declaration and said the HOA’s goal is to work cooperatively with the developer. He said he said the annexation agreement being proposed was dangerous as it not being presented as minimum guidelines but as conditions and said he does not think it should be approved without acknowledging that this annexation agreement does not supersede private covenants.

Trustee Mark Carroll noted that both Damato and Attorney Griffin had said the Village could apply standards adopted by the Village in 2002 and asked on what authority they were relying on that as it was an oral argument that was not incorporated under the annexation agreement. He said he understood their frustration and heard a lot of opinion as to why the Village should deny the plat because it’s fair but said the Village needed some legal basis to deny the application and he has not heard that.

Attorney Griffin confirmed that the Village had no authority to deny the submitted plat by M/I Homes as it was consistent with the preliminary plat and but said the Village could do whatever it wanted with the Annexation Agreement and said it could request additional items in that agreement. He said the Village could impose new terms in the agreement and if the declarant did not like those terms then they did not have to enter into it either.

Trustee Curtis then asked about the relationship between the builder and the HOA and if the HOA proposed minimum requirements at this time would M/I Homes be subject to them. Attorney Drendel explained that the HOA covenants run with the land and are a private matter; the Village required them in the Annexation Agreement for the purpose of maintaining open spaces and retention areas, but beyond that the Village does not dictate the content and they stand apart from anything the Village does. He said had the original Annexation Agreement had dictated what had to be in those covenants there would be further discussion now, but that had not been done. Trustee Martinez said the original Annexation Agreement had been made 18 years ago and said he was under the impression the Board is set up to represent its constituents best interests and this is raising a lot of concern to him. Mayor Berman interjected that he felt this was getting away from the sequence set up for discussion and wanted anyone outside of the board with valid information to speak during this segment.

Vince Rosanova, attorney for M/I Homes – He said the Board was being asked to breach the annexation agreement with the landowner and said that the final plat up for approval is a mirror image of the original plat and must be approved as it is substantial conformance. He said the Board was being asked to vote in a way that violates the agreement along with Village code and state law and does not believe it is a fair or

proper request. He said that those that were requesting for the plat to not be approved were in jeopardy of tortious interference with the contract.

He said the reason the Board was being asked to breach the Annexation Agreement and not approve the final plat was because some people believe that M/I Home are not big or expensive enough and he called such exclusionary zoning and said he was surprised by the comments in this regard. He said the market demands different housing types and that no one has stepped up to build 4,000 square foot homes in the subdivision because there is no demand for them. He said a former board member had said minimum square footage had been considered but ultimately not included. He said M/I Homes had incorporated several provisions that they are willing to be bound by. He also said that any attempt to modify the declaration infringes upon the developer's rights and that the Village had no authority over it.

Mike Herlihy, 445 Sycamore Lane – he said Trustees had raised questions if the Board was able to address items of concern to residents and said that could be answered with a simple and emphatic yes. He said the drafts of the Annexation Agreement in paragraph 16 addressed certain architectural features that the Board had not yet discussed.

Patrick Griffin – He addressed Attorney Rosanova's comment on tortious interference and said that the idea that someone who speaks out on behalf of their interests is going to be subject to lawsuit – noting that Illinois has the Citizen's Participation Act which protects people's rights to do that – is not in comport with the law. He also said Attorney Rosanova mentioned several times that the HOA was looking to amend the declaration and said they were not; they were looking to adopt rules and regulations consistent with the declaration. He brought up that Attorney Rosanova mentioned that he had not mentioned the caption in section 8.02 of the declaration titled Outbuildings and said that section 14.02 of the declaration says that captions, article and section headings are for convenience only. He said if you ignore the heading and read the simple plain language of section 8.02 it cannot get any clearer when it says there shall be no construction on any lot which results in a building or structure inconsistent with the general architectural design and aesthetics of the homes on the lot or remainder of homes on premises.

#### **1. Approval of Ordinance Approving the Third Amendment to the Annexation Agreement for the Moose Lake Estates Subdivision**

Trustee Curtis said what she is hearing and reading is that this does not appear to be an issue for the Board to intervene on but for the developer and HOA to hash out, and asked for clarification on who has the authority to create restrictions on façade. Attorney Drendel said that could be the subject of zoning, just as the Village sets maximum floor ratios and minimum lot widths and that could be something the Village looks to later. But it is not in place at this time and not a part of the current zoning code or the previous zoning code and also not a part of the annexation agreement or PUD (planned unit development) provisions. He said Attorney Griffin spoke about the covenants, which is a discussion between the HOA and the developer. He said the Annexation Agreement is subject to negotiation and the Village could attempt to negotiate different terms. He added there was no fall out on this item as it was strictly a matter of contract and noted that M/I Homes is not compelled to accept any provisions the Village may counter with.

Trustee Carroll said the process from start to finish has been locked up and the Village is being asked to clean up something from 18 years ago and said he does not like to be put into that position. He also said he does not like being threatened by an attorney, the citizens threatened or the Board threatened if they did not side a certain way. He said he does not like the tone that sets for someone who is supposed to be a partner moving forward in the Village. He said the people in Moose Lake Estates made an investment in their property, that mistakes were made along the way and he's not sure what to do about it. He noted that M/I Homes can still pull building permits on lots in units 1 and 2 and build what they want subject to

current zoning. He thinks that if M/I Homes wants to be a partner in this community then they need to go back and really make some true concessions and there is more they can do without the threat of litigation to North Aurora residents and Village. He said he understands the market is different and he sympathizes with Attorney Rosanova's comments that no one has built a 4,000 square foot home in the last 10 years, but asked for something that both the HOA and the residents can live with. He said if this agreement were to pass the HOA still has recourse under their declaration to sue Gladstone to determine what minimum size should be.

Trustee Gaffino agreed with Trustee Carroll and said while the size does matter it's the look of the home that matters most to him and said if 4,000 square foot homes weren't the choice then the homes could be smaller but they still needed to blend in and be harmonious. He said that everyone here had to live with this stuff and that builders come and builders go. He said if he was the builder he'd want to have good will with the neighbors and there has to be some middle ground that could be reached. He commended Village Staff for all of their work they'd done and noted the Village put some skin in the game by offering to waive fees and that Staff and residents have all worked hard to find a compromise. He said it seems like the attitude of the developer is here it is and too bad if you don't like it and he was not a fan of it.

Trustee Guethle said he has not had one person in town tell him they liked this project and he thought when it got sent back there would be negotiations with the developer. He said he'd like to see the builder do more for the people of North Aurora and said he's not happy with the agreement as it stands no and he'd be voting no. Trustee Martinez concurred and said he'd also like to see more compromise from both ends.

Trustee Curtis said this was a big bag of nothing good the Village was handed and they're trying to be fair with both sides. She said even if the Board did approve the agreement the HOA would still have some legal recourse to go back to the builder to hash it out. She said they all think it's a bad idea and they all know it's a bad project but noted the legalities of the plat.

Trustee Lowery said his position was that he was elected as trustee because constituents put their trust in his opinions and decisions and the outcry from the individuals who live in that community is loud and clear. He said he can't agree to the situation as it exists right now and would like to see some dialogue between the HOA and developer to come to a mutual agreement. He also noted that if large homes aren't in demand perhaps a smaller attractive home might be the answer. He said in good conscience he cannot vote for either item and has to vote according to the will of the people who put him in this office.

Mayor Berman said when the Village began developing it had always been about balance. He said he thinks the planning has done an admirable job of that. He noted in the 1950s there were a lot of 50 foot lots and in the 1960s there was tremendous growth and that rose to 80 feet. He said the Village had a good mix of homes of lower price and more expensive and wanted that balance so that all could enjoy the amenities of North Aurora. He said what M/I Homes proposed does not meet the Village requirements and the requirements of Moose Lake Estate homeowners. He said he believes negotiated, good quality homes for Moose Lake Estates could be proposed.

Motion for approval made by Trustee Curtis and seconded by Trustee Gaffino. **Roll Call Vote:** Trustee Lowery – no, Trustee Gaffino – no, Trustee Carroll – no, Trustee Guethle – no, Trustee Martinez – no, Trustee Curtis – no. **Motion failed (0-6).**

## **2. Approval of Ordinance Approving a Plat for Moose Lake Estates – Unit 3**

Community & Economic Development Director Toth went over that Unit 3 has a total of 36 lots and all are in compliance with E-3 Zoning. The only changes to the plat were ones requested by the Village to align with infrastructure.

Trustee Curtis commented that she did not think the Village had any reason not to approve this plat.

Motion for approval made by Trustee Curtis and seconded by Trustee Gaffino. **Roll Call Vote:** Trustee Lowery – no, Trustee Gaffino – no, Trustee Carroll – yes, Trustee Guethle – no, Trustee Martinez – no, Trustee Curtis – yes. **Motion failed (2-4).**

### **3. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 To Decrease the Number of Class B Liquor Licenses Authorized in the Village Of North Aurora**

Village Administrator Bosco explained that the business of Raimondo's was changing owners and that the Village does not allow for the transference of licenses from one owner to another. This was a housekeeping ordinance to decrease the number of class B liquor licenses for the outgoing owner and then to increase for the new owner.

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

### **4. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 To Increase the Number of Class B Liquor Licenses Authorized in the Village Of North Aurora**

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

### **5. Approval of Ordinance Approving a Jurisdictional Boundary Line Agreement with the City of Aurora**

Community & Economic Development Director Mike Toth said this was the subject of the public hearing earlier in the evening and had come before the board during the Committee of the Whole meeting on November 16. Since then a provision saying that both Aurora and North Aurora would act in good faith in regards to any potential economic incentive agreements and/or annexation of the flex area had been added. He said this was just to establish some table manners in the event of such. He said the City of Aurora was considering this item for final approval on their consent agenda tomorrow.

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 Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

### **6. Approval to Purchase Emergency Equipment Lighting and Installation for Police Patrol/Utility Vehicles from Miner Electronics Corp. in the Amount of \$27,121.58**

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

**OLD BUSINESS** - None

**VILLAGE PRESIDENT** – Said with the Aurora Boundary Agreement approved the Village was now set on all boundary agreements for the next 20 years.

**COMMITTEE REPORTS** - None

**TRUSTEES COMMENTS** – Trustee Gaffino wanted to commend Staff and Public Works for the lights at North Aurora Riverfront Park and said they have had a lot of compliments on those, as well as the silo. Trustee Curtis requested Staff, given what had gone on with Moose Lake Estates and in other subdivisions who had a lack of uniformity, to take a look at zoning code and address ways to prevent this from happening again. Administrator Bosco said the issue had been raised by another trustee and he would have Staff go through the zoning and building codes in the next couple months to tighten them up. Mayor Berman added the Village has always relied on the developers and had good faith in them, but said it was time to do something.

**ADMINISTRATOR'S REPORT** – None

**ATTORNEY'S REPORT** - None

**VILLAGE DEPARTMENT REPORTS**

1. **Finance** –None
2. **Community Development** – None
3. **Police** – Chief Fisher wished everyone a happy and healthy holiday.
4. **Public Works** – None

**EXECUTIVE SESSION** - None

**ADJOURNMENT**

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

Respectfully Submitted,

Natalie F. Stevens  
Deputy Village Clerk



**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
DECEMBER 21, 2020**

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

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**ROLL CALL**

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

**DISCUSSION**

**1. 12 John Street (Share and Care) TIF Façade Application**

Community & Economic Development Director Mike Toth explained that Share and Care had applied for a TIF Façade Grant Program in which the Village provides up to a 50% match, maximum of \$20,000, for improvement projects in the TIF Area. Share and Care was looking to improve their north entranceway and had already submitted the application along with two required bids and been approved for a building permit. They were seeking a \$12,216 from the Village to complete the project.

All Village trustees expressed approval of the project and Trustee Carroll added it was nice to see businesses taking advantage of the program.

This item will be on the next Village Board meeting, January 4, 2021, for approval.

**2. Petition #20-08: 307 Banbury Road Special Use**

Community & Economic Development Director Mike Toth explained that Chapelstreet Church, formerly Cornerstone Church, at 307 Banbury Road, is looking to add approximately 3,000 square feet to their existing building, which requires a special use permit for the expansion and because the extensions greater than 25% of the existing square footage also triggers a site plan approval. The petition went before the Plan Commission who unanimously recommended it for approval with the condition to provide one shade tree at the north and south end of the easternmost parking aisle. Director Toth said two members from the public logged on to ask questions about parking and the screening of HVAC during the Public Hearing and both of their questions were satisfied by the Village and the petitioner.

Patty Bernard of Rosanova and Whitaker, Ltd. and representing Chapelstreet Church, explained more in detail the plans for the expansion. She noted the current church building is 6,000 square feet on a 2.19 acre lot and the addition would be 3,000 square feet, which would be built primarily on top of an existing basketball court. The addition would be connected to the existing building and constructed of similar materials and appearance with the goal to match the existing church as much as possible. The original section of church would undergo about 5,000 square feet in renovations and the new addition would include new youth ministry classrooms, which she clarified were not for daycare, a kid's area, flex room, and storage space. She said the church has an agreement with Schneider Elementary School across the street for overflow parking and they would be looking to see that agreement in place with the changes. The church currently has 61 parking spaces (60 required) and the expansion would see a new total of 70 parking spaces.

Trustee Curtis said the proposal looked great and she thought it would be a great addition to the neighborhood and other trustees echoed the same. Trustee Gaffino asked about the comments made about the parking and HVAC and Director Toth said the HVAC equipment is required to have a 10 foot setback and is currently more than double that at 25 feet.

The special use and site plan approval will be put on the January 4, 2021 Village Board agenda for approval.

### **3. Petition #20-09: 161 S. Lincolnway Special Use**

Community & Economic Development Director Mike Toth explained that Verilife, the cannabis dispensary at 161 South Lincolnway, was looking to expand their business 3,500 square feet into existing space in their building to address demand. He said they have a right to conduct business in their current space but the expansion would require a special use approval. The Plan Commission reviewed the special use application at their December 1, 2020 board meeting and unanimously approved of it with the conditions added by Village Staff that included gating off the garbage enclosure, specifying no accumulation of refuse and that the property owner would regulate traffic on site.

Katriina McGuire of Thompson Coburn spoke on behalf of Pharmacann and said this change was to better serve customers and operate more efficiently. She introduced Bill McMenemy of Pharmacann, who went into further detail about the business and the expansion. McMenemy said the expansion would give them an opportunity to better serve existing patients and customers and said they have made tremendous improvements since recreational cannabis sales became available on January 1, 2020. He explained the use of technology to better streamline the process; which has patients and customers order ahead of time on a digital platform and reserve a time to come in to pick up their items. Payment is done in person and they also have an app that generates a custom QR code for buyers to quickly and easily pay once they are at the dispensary. The expansion would expand the dispensary's product vault and create a location for the processing of online orders as well as create a dedicated break/lunch room for employees, a general manager's office and increase the point of sale (POS) terminals from five to ten to allow them to be more efficient. McMenemy said the expansion would also allow them to shift their floor design for the POS from an L-shape to a straight line that will create a more cohesive experience.

Trustee Curtis asked if there had been any more recent complaints of parking and traffic from both public and the other tenants in the building and Director Toth said they had not. She followed up with concerns that once the business expanded and COVID-19 ends that similar parking issues that occurred in January 2020 would return and wanted to make sure the business would be respectful of adjacent businesses. McMenemy said Pharmacann has gotten better and accepted feedback from tenants and well as the community and they have made improvements to make their processing system very efficient. He noted that the average transaction has remained similar to what they were in January and said hopefully the lack

of complaints are a reflection of the effort they have put in and will continue to do, adding that they wanted to be a good neighbor to the community.

Trustee Martinez said he appreciated the comment about wanting to be a good neighbor and their effort to streamline the process. Trustee Gaffino asked if given the Staff recommendations if garbage had been an issue now, noting it had been one to start. Director Toth said the dumpster closure did not originally have gates and they were being added now. He noted the traffic was a general note issue and he had traveled there several times to monitor and observed multiple open parking spaces. The monitoring of the parking lot at this time would fall on the property owner rather than the business and that way if there was an issue the Village would have someone to fall back on.

The special use will be put on the January 4, 2021 Village Board agenda for approval.

### **EXECUTIVE SESSION**

Motion to adjourn to Executive Session was made by Trustee Carroll and seconded by Trustee Curtis.

### **ADJOURNMENT**

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

Respectfully Submitted,

Natalie F. Stevens  
Deputy Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: ablasr  
 Printed: 12/29/2020 - 11:26AM  
 Batch: 00501.01.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Altorfer Industries, Inc.						
467830						
Drain & Fill Coolant- PD	2,605.98	01-445-4520	Public Buildings Rpr & Mtce	PM60029313	10/28/2020	01/04/2021
Generator Inspection- PD	2,871.00	01-445-4520	Public Buildings Rpr & Mtce	PM60029384	11/30/2020	01/04/2021
Transfer Switch Inspection	164.00	01-445-4520	Public Buildings Rpr & Mtce	PM60029384	11/30/2020	01/04/2021
Total:	5,640.98	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- VH	99.00	01-445-4520	Public Buildings Rpr & Mtce	7197107	1/1/2021	01/04/2021
Pest Control- PD	93.75	01-445-4520	Public Buildings Rpr & Mtce	7199312	1/1/2021	01/04/2021
Total:	192.75	*Vendor Total				
Aurora Area Convention						
003770						
Akshar Hotel Tax/ Nov 2020	1,568.70	15-430-4752	90% Tourism Council	12142020	12/14/2020	01/04/2021
Total:	1,568.70	*Vendor Total				
B & F Construction						
015600						
Building Inspections- Nov 2020	3,887.20	01-441-4276	Inspection Services	13808	12/9/2020	01/04/2021
Total:	3,887.20	*Vendor Total				
Call One						
043480						
25 E. State Street Lines	87.81	01-430-4652	Phones and Connectivity	12152020-01	12/15/2020	01/04/2021
25 E. State Street Lines	87.82	01-441-4652	Phones and Connectivity	12152020-02	12/15/2020	01/04/2021
25 E. State Street Lines	87.82	01-445-4652	Phones and Connectivity	12152020-03	12/15/2020	01/04/2021
25 E. State Street Lines	87.82	60-445-4652	Phones and Connectivity	12152020-04	12/15/2020	01/04/2021
314 Butterfield Road Lines	3.21	01-445-4652	Phones and Connectivity	12152020-05	12/15/2020	01/04/2021
200 S Lincolnway Lines	51.49	01-440-4652	Phones and Connectivity	12152020-06	12/15/2020	01/04/2021
Total:	405.97	*Vendor Total				
Camic Johnson, LTD.						
03989						
Legal Fees	350.00	01-440-4260	Legal	120	12/16/2020	01/04/2021
Total:	350.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Casey Equipment Co, Inc						
010570						
Socket Tooth Backhoe	135.19	01-445-4510	Equipment/IT Maint	P00909	12/8/2020	01/04/2021
Turning Knob	58.89	01-445-4511	Vehicle Repair and Maint	P00932	12/15/2020	01/04/2021
Total:	194.08	*Vendor Total				
Cintas Corporation						
041590						
First Aid Kit- PW Garage	93.24	01-445-4870	Equipment	014454870	12/9/2020	01/04/2021
Mats & Towels- PW Garage	32.55	01-445-4870	Equipment	4069497308	12/8/2020	01/04/2021
Total:	125.79	*Vendor Total				
Coffman Truck Sales, Inc.						
000320						
Safety Test- Truck #150	32.00	01-445-4511	Vehicle Repair and Maint	197457	12/10/2020	01/04/2021
Total:	32.00	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 4 S. Willowway	95.95	10-445-4660	Street Lighting and Poles	0146092024	12/8/2020	01/04/2021
Street Lights/ 1802 Orchard Gateway	401.89	10-445-4660	Street Lighting and Poles	0562144049	12/8/2020	01/04/2021
Street Lights/ 355 Moorefield	9.71	10-445-4660	Street Lighting and Poles	0795092063	12/17/2020	01/04/2021
Street Lights/ 1901 Orchard Gateway	47.92	10-445-4660	Street Lighting and Poles	0835082016	12/7/2020	01/04/2021
Street Lights/ 1197 Comiskey	9.71	10-445-4660	Street Lighting and Poles	0903075187	12/17/2020	01/04/2021
Silo Lighting/ 8 W State St	64.52	10-445-4660	Street Lighting and Poles	1047147081	12/8/2020	01/04/2021
Street Lights/ 1051 Kettle Ave	29.61	10-445-4660	Street Lighting and Poles	1083133047	12/7/2020	01/04/2021
Street Lights/ 1200 Orchard Gateway	415.60	10-445-4660	Street Lighting and Poles	1344158042	12/8/2020	01/04/2021
Street Lights/ Rt56 & Rt25	97.14	10-445-4660	Street Lighting and Poles	1425064018	12/10/2020	01/04/2021
Street Lights/ Orchard Gateway & Deerpath	45.32	10-445-4660	Street Lighting and Poles	1446122038	12/8/2020	01/04/2021
Street Lights/ Randall & Ice Cream	10.25	10-445-4660	Street Lighting and Poles	1543019148	12/8/2020	01/04/2021
Street Lights/ 1193 Comiskey	9.71	10-445-4660	Street Lighting and Poles	1743032047	12/17/2020	01/04/2021
Street Lights/ Orchard & Oak	180.30	10-445-4660	Street Lighting and Poles	1875021089	12/8/2020	01/04/2021
Street Lights/ Comiskey & Orchard	103.12	10-445-4660	Street Lighting and Poles	2313121105	12/8/2020	01/04/2021
Street Lights/ 1600 Orchard Gateway	292.91	10-445-4660	Street Lighting and Poles	2579039064	12/8/2020	01/04/2021
Street Lights/ Orchard & White Oak	88.03	10-445-4660	Street Lighting and Poles	2963079050	12/8/2020	01/04/2021
Street Lights/ 19 N. Lincolnway	64.70	10-445-4660	Street Lighting and Poles	2985029045	12/8/2020	01/04/2021
Street Lights/ Orchard & Orchard Gateway	145.57	10-445-4660	Street Lighting and Poles	3147017028	12/8/2020	01/04/2021
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Convergent Technologies LLC						
043000						
Card Reader	958.89	01-445-4520	Public Buildings Rpr & Mtce	W1010277	12/16/2020	01/04/2021
Total:	958.89	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Svcs- Gen, Admin, Fin/ Dec 2020	3,237.50	01-430-4260	Legal	86843	11/30/2020	01/04/2021
Legal Svcs- PD/ Dec 2020	1,723.75	01-440-4260	Legal	86844	11/30/2020	01/04/2021
Legal Svcs- Fairview Sanitary Sewer Ext./ Dec	52.50	01-445-4260	Legal	86845	11/30/2020	01/04/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	5,013.75	*Vendor Total				
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Fecce Oil						
031060						
Mid-Grade Fuel	1,910.93	71-000-1340	Gas/Diesel Escrow	3753728	12/10/2020	01/04/2021
Diesel Fuel	560.99	71-000-1340	Gas/Diesel Escrow	3753729	12/10/2020	01/04/2021
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Total:	2,471.92	*Vendor Total				
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Fifth Third Bank						
028450						
Water Pump Parts/ Everest Parts	106.75	01-445-4511	Vehicle Repair and Maint	BR11272020-	11/3/2020	01/04/2021
5 Yard Mirror Arm/ Unitruck	149.97	01-445-4511	Vehicle Repair and Maint	BR11272020-	11/3/2020	01/04/2021
HON Desks (3) For PW/ Amazon	2,268.09	01-445-4520	Public Buildings Rpr & Mtce	DA11272020-	10/28/2020	01/04/2021
4TB External HD For PW/ Amazon	89.99	01-430-4420	IT Supplies	DA11272020-	11/5/2020	01/04/2021
Annual Cloud Backup Srvc/ Carbonite Backup	899.98	01-430-4512	Website Maintenance	DA11272020-	11/5/2020	01/04/2021
Printer & Toner- ETP/ Amazon	124.78	01-430-4420	IT Supplies	DA11272020-	11/8/2020	01/04/2021
Power Supply For Silo Firewall/ Amazon	23.89	12-480-4875	Capital Improvements	DA11272020-	11/12/2020	01/04/2021
Respiratory Protection Cartridge/ Amazon	75.47	01-445-4870	Equipment	DA11272020-	11/17/2020	01/04/2021
Illinois GIS Association Dues/ Amazon	85.00	01-430-4390	Dues & Meetings	DA11272020-	11/19/2020	01/04/2021
USB Powered Speakers- PW/ Amazon	16.99	01-430-4420	IT Supplies	DA11272020-	11/23/2020	01/04/2021
Expand Mtg Room Capcity To 500 Guests/ Zoc	419.18	01-430-4420	IT Supplies	DA11272020-	11/23/2020	01/04/2021
Carborator For PW/ Amazon	21.98	01-445-4799	Misc. Expenditures	DA11272020-	11/5/2020	01/04/2021
Illinois GIS Association Dues/ ILGIS	85.00	01-430-4390	Dues & Meetings	DA11272020-	11/5/2020	01/04/2021
RBG Glood Lights For Riverfront Park/ Amazc	123.99	01-445-4530	Public Grounds/Parks Maint	DA11272020-	11/24/2020	01/04/2021
Lens Cleaning Wipes- Water/ Amazon	71.95	01-445-4799	Misc. Expenditures	DA11272020-	11/25/2020	01/04/2021
UPS- Water & PD/ Amazon	249.95	01-430-4420	IT Supplies	DA11272020-	11/26/2020	01/04/2021
iPhone Cables/ Amazon	135.34	01-440-4799	Misc.	DC11272020-	10/27/2020	01/04/2021
Copy Paper/ Office Depot	584.85	01-440-4411	Office Expenses	DC11272020-	10/27/2020	01/04/2021
Christmas Cards/ Vista Print	72.15	01-440-4799	Misc.	DF11272020-	11/17/2020	01/04/2021
Election Night Food/ Macianos	185.31	01-440-4799	Misc.	JD11272020-(	10/27/2020	01/04/2021
Investigation Tool/ Lexis Nexis	150.00	01-440-4555	Investigations	JD11272020-(	10/27/2020	01/04/2021
SWAT Uniforms/ Crye Precision	600.10	01-440-4160	Uniform Allowance	JG11272020-(	11/1/2020	01/04/2021
Blue Training Guns/ In *Ring's Manufacturi	1,106.21	01-440-4383	Firearm Training	JG11272020-(	11/2/2020	01/04/2021
NAPD Logo Face Masks- COVID/ Absolute E;	388.82	01-440-4160	Uniform Allowance	JG11272020-(	11/3/2020	01/04/2021
SWAT Uniforms/ Crye Precision	368.48	01-440-4160	Uniform Allowance	JG11272020-(	11/12/2020	01/04/2021
Membership Dues/ International Code Council	145.00	01-441-4390	Dues & Meetings	MT11272020-	11/5/2020	01/04/2021
Credentialing Program Registration/ ICMA	50.00	01-430-4380	Training & Testing	SB11272020-(	10/27/2020	01/04/2021
Credentialing Management Assessment/ ICMA	75.00	01-430-4380	Training & Testing	SB11272020-(	10/27/2020	01/04/2021
Silo Dedication Plaque- Harners/ Plaque Maker	172.00	12-480-4875	Capital Improvements	SB11272020-(	11/20/2020	01/04/2021
Digital Access Annual Renewal/ Kane County C	99.99	01-440-4652	Phones and Connectivity	SBZ11272020(	11/9/2020	01/04/2021
Monthly Subscription- Beacon News/ Chicago `	7.96	01-440-4652	Phones and Connectivity	SBZ11272020(	11/23/2020	01/04/2021
CAFR Award Fee/ GFOA	460.00	01-430-4799	Misc.	WH11272020	11/20/2020	01/04/2021
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Total:	9,414.17	*Vendor Total				
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Frost Electric Company, Inc.						
021540						
Outlets- Riverfront Park	1,165.00	01-445-4530	Public Grounds/Parks Maint	8341	12/10/2020	01/04/2021
Inside Light Repairs- PW Garage	315.00	01-445-4520	Public Buildings Rpr & Mtce	8344	12/18/2020	01/04/2021
Straighten Street Light- Mooseheart Rd & Deer	740.00	10-445-4661	Street Light Repair/Maint	8349	12/10/2020	01/04/2021
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Total:	2,220.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Griffon Systems, Inc.</b>						
052520						
NVR For Public Works	2,497.00	01-430-4420	IT Supplies	3569	11/17/2020	01/04/2021
Total:	2,497.00	<b>*Vendor Total</b>				
<b>Harmonic Heating &amp; Air Conditioning</b>						
047680						
Signal Repair Evidence Room-PD	179.00	01-445-4520	Public Buildings Rpr & Mtce	39457	12/9/2020	01/04/2021
Total:	179.00	<b>*Vendor Total</b>				
<b>IESMA</b>						
040940						
Membership Dues- Buziecki	65.00	01-440-4390	Dues & Meetings	6305	12/21/2020	01/04/2021
Total:	65.00	<b>*Vendor Total</b>				
<b>Illinois Association of Code Enforcement</b>						
019980						
Membership Renewal- Augustyn	40.00	01-441-4390	Dues & Meetings	12212020	12/21/2020	01/04/2021
Total:	40.00	<b>*Vendor Total</b>				
<b>Illinois Association Of</b>						
029520						
Fingerprints- VH	56.50	01-440-4799	Misc.	COST CTR 0	9/30/2020	01/04/2021
Total:	56.50	<b>*Vendor Total</b>				
<b>Illinois Public Works</b>						
039690						
IPWMAN Dues	250.00	01-445-4390	Dues & Meetings	1139	11/3/2020	01/04/2021
Total:	250.00	<b>*Vendor Total</b>				
<b>JSN Contractors Supply</b>						
041440						
Paint Stick	12.00	01-445-4870	Equipment	84217	12/10/2020	01/04/2021
Total:	12.00	<b>*Vendor Total</b>				
<b>Kane County Recorder</b>						
010600						
Recording Fees- Lein Release & Ordinance	104.00	01-441-4506	Publishing	11302020-01	11/30/2020	01/04/2021
Recording Fees- Lein Release	52.00	60-445-4506	Publishing	11302020-02	11/30/2020	01/04/2021
Total:	156.00	<b>*Vendor Total</b>				
<b>Konica Minolta</b>						
024860						
Copier Maint 7/1 - 7/31	62.12	01-440-4510	Equipment/IT Maint	267516252	8/1/2020	01/04/2021
Copier Maint 7/1 - 7/31	27.08	01-440-4510	Equipment/IT Maint	267518954	8/1/2020	01/04/2021
Copier Maint 11/1 - 11/30	41.10	01-440-4510	Equipment/IT Maint	269929089	11/30/2020	01/04/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Copier Maint 11/2 - 11/30	39.67	01-440-4510	Equipment/IT Maint	269934858	11/30/2020	01/04/2021
Copier Maint 11/1 - 11/30	31.14	01-440-4510	Equipment/IT Maint	269938352	11/30/2020	01/04/2021
Copier Maint 11/2 - 12/01	25.81	01-445-4411	Office Expenses	9007336406	12/1/2020	01/04/2021
Total:	226.92	*Vendor Total				
L3 Harris - PSPC						
041190						
Maint Contract- Radios	6,736.35	01-440-4510	Equipment/IT Maint	93355957	11/16/2020	01/04/2021
Total:	6,736.35	*Vendor Total				
Menards						
016070						
Carr Bolt, Rtd Shtg	22.82	01-445-4421	Custodial Supplies	55418	12/8/2020	01/04/2021
Cleaning Supplies	46.43	01-445-4421	Custodial Supplies	55427	12/8/2020	01/04/2021
Gloves & Drill Cord	38.36	01-445-4870	Equipment	55627	12/11/2020	01/04/2021
Clocks, Wipes, Screw	86.25	01-445-4520	Public Buildings Rpr & Mtce	55915	12/16/2020	01/04/2021
Salt	333.48	01-445-4538	Snow Removal	55963	12/17/2020	01/04/2021
Total:	527.34	*Vendor Total				
Miller Coffee Property, LLC						
467786						
Annual Moka TIF Reimb	40,000.00	12-480-4784	TIF Reimbursements/Grants	12152020	12/15/2020	01/04/2021
Total:	40,000.00	*Vendor Total				
Miner Electronics Corporation						
3383						
Installation Labor For New Squad Outfitting	1,651.00	71-430-4870	Equipment	270552-I	12/22/2020	01/04/2021
Installation Labor For New Squad Outfitting	1,851.00	71-430-4870	Equipment	270553-I	12/22/2020	01/04/2021
Total:	3,502.00	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Payrol Processing- Nov 2020	700.00	01-430-4267	Finance Services	00196 112018	11/30/2020	01/04/2021
Police Pension Payment- Nov 2020	65.00	80-430-4581	Banking Services/Fees	00813 112031	11/30/2020	01/04/2021
Total:	765.00	*Vendor Total				
Motorola						
002980						
StarCom21 Network Subscription	200.00	01-440-4652	Phones and Connectivity	47138201912	12/1/2020	01/04/2021
Total:	200.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Core Deposit Credit	-36.00	01-445-4511	Vehicle Repair and Maint	361328	9/16/2020	01/04/2021
Oil Filters- Truck #176, #179, #178, #180	59.80	01-445-4511	Vehicle Repair and Maint	367678	12/7/2020	01/04/2021
Air Filters- Truck #165, #147, #150	56.25	01-445-4511	Vehicle Repair and Maint	367689	12/7/2020	01/04/2021
Filters	151.00	01-445-4511	Vehicle Repair and Maint	367716	12/7/2020	01/04/2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Oil	52.74	01-445-4511	Vehicle Repair and Maint	367720	12/7/2020	01/04/2021
Carlyle Locking Bit	28.99	01-445-4511	Vehicle Repair and Maint	367858	12/8/2020	01/04/2021
Grease	39.90	01-445-4511	Vehicle Repair and Maint	367873	12/9/2020	01/04/2021
Fuel Filters- Truck #147, #165, #150	337.92	01-445-4511	Vehicle Repair and Maint	367880	12/9/2020	01/04/2021
Gallon Of Ruglyde	14.27	01-445-4511	Vehicle Repair and Maint	368012	12/10/2020	01/04/2021
Air Filter	24.74	01-445-4511	Vehicle Repair and Maint	368116	12/11/2020	01/04/2021
Motor Oil	27.96	01-445-4511	Vehicle Repair and Maint	368117	12/11/2020	01/04/2021
Spark Plug	7.26	01-445-4511	Vehicle Repair and Maint	368120	12/11/2020	01/04/2021
4 Dr Extention	6.49	01-445-4511	Vehicle Repair and Maint	368156	12/11/2020	01/04/2021
Oil Dry	87.10	01-445-4511	Vehicle Repair and Maint	368262	12/14/2020	01/04/2021
Valve- 2015 Ford	143.90	01-445-4511	Vehicle Repair and Maint	368264	12/14/2020	01/04/2021
Air Filter	16.52	01-445-4511	Vehicle Repair and Maint	368378	12/15/2020	01/04/2021
Misc Hose Clamp	5.04	60-445-4567	Treatment Plant Repair/Maint	369012	12/23/2020	01/04/2021
Total:	1,023.88	*Vendor Total				
Office Depot						
039370						
Office Supplies	13.20	01-430-4411	Office Expenses	14504271300	12/14/2020	01/04/2021
Office Supplies	13.20	01-445-4411	Office Expenses	14504271300	12/14/2020	01/04/2021
Office Supplies	13.20	60-445-4411	Office Expenses	14504271300	12/14/2020	01/04/2021
Office Supplies	13.21	01-441-4411	Office Expenses	14504271300	12/14/2020	01/04/2021
Total:	52.81	*Vendor Total				
Paddock Publications, Inc.						
026910						
Public Hearing Notice	103.50	90-000-E254	Mooselake - MI Homes	163030-01	11/23/2020	01/04/2021
Public Hearing Notice	82.80	90-000-E255	Chapelstreet Church	163030-02	11/23/2020	01/04/2021
Public Hearing Notice	85.10	90-000-E247	161 S Lincolnway - PharmaCanr	163030-03	11/23/2020	01/04/2021
Public Hearing Notice	186.30	01-441-4506	Publishing	165313	12/6/2020	01/04/2021
Total:	457.70	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Meter 7/1 - 12/31	22.72	01-441-4505	Postage	1016990980-C	12/11/2020	01/04/2021
Postage Meter 7/1 - 12/31	22.72	01-445-4505	Postage	1016990980-C	12/11/2020	01/04/2021
Postage Meter 7/1 - 12/31	22.73	60-445-4505	Postage	1016990980-C	12/11/2020	01/04/2021
Postage Meter 7/1 - 12/31	22.73	01-441-4505	Postage	1016990980-C	12/11/2020	01/04/2021
Postage Meter 10/1 - 12/31	47.25	01-430-4505	Postage	1016994800-C	12/11/2020	01/04/2021
Postage Meter 10/1 - 12/31	47.25	01-445-4505	Postage	1016994800-C	12/11/2020	01/04/2021
Postage Meter 10/1 - 12/31	47.25	60-445-4505	Postage	1016994800-C	12/11/2020	01/04/2021
Postage Meter 10/1 - 12/31	47.25	01-441-4505	Postage	1016994800-C	12/11/2020	01/04/2021
Total:	279.90	*Vendor Total				
Thom Jungels						
039460						
Plumbing Inspections (36)	1,260.00	01-441-4276	Inspection Services	12182020	12/18/2020	01/04/2021
Total:	1,260.00	*Vendor Total				
Traffic Control & Protection						
021520						
Barricade (4) & Road Closed (2) Signs	1,372.60	01-445-4545	Traffic Signs & Signals	105933	12/16/2020	01/04/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,372.60	<b>*Vendor Total</b>				
<b>Uniform Den, Inc.</b>						
020300						
Vest Alterations	50.00	01-440-4160	Uniform Allowance	71459	11/28/2020	01/04/2021
Total:	50.00	<b>*Vendor Total</b>				
<b>Utility Dynamics Corporation</b>						
052560						
Attic Stock & Shields Installation	866.31	10-445-4661	Street Light Repair/Maint	1221-990	12/22/2020	01/04/2021
Total:	866.31	<b>*Vendor Total</b>				
<b>Vision Service Plan (IL)</b>						
042720						
Vision- Dec 2020	590.25	01-000-2056	VSP - Employee Contributions	810874623	11/17/2020	01/04/2021
Total:	590.25	<b>*Vendor Total</b>				
<b>WBK Engineering, LLC</b>						
467655						
Eng. Srv- Storm Water Ordinance/ Nov 2020	516.00	90-000-E255	Chapelstreet Church	21706	12/11/2020	01/04/2021
Eng. Srv- Randall Crossing/ Nov 2020	2,085.50	90-000-E056	Randall Crossing Mixed Use	21707	12/11/2020	01/04/2021
Eng. Srv- Valley Green/ Nov 2020	1,032.00	90-000-E250	Opus - Valley Green Project	21708	12/11/2020	01/04/2021
Eng. Srv- Moose Lake Estates/ Nov 2020	2,663.76	90-000-E254	Mooselake - MI Homes	21709	12/11/2020	01/04/2021
Eng. Srv- 307 Banbury/ Nov 2020	258.00	90-000-E255	Chapelstreet Church	21710	12/11/2020	01/04/2021
Total:	6,555.26	<b>*Vendor Total</b>				
<b>Weblinx Incorporated</b>						
031420						
Web Maint- Dec 2020	200.00	01-430-4512	Website Maintenance	29598	12/3/2020	01/04/2021
Total:	200.00	<b>*Vendor Total</b>				
Report Total:	102,509.98					

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## VILLAGE OF NORTH AURORA BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PETITION 20-09: 161 S. LINCOLNWAY SPECIAL USE  
**AGENDA:** JANUARY 4, 2021 REGULAR VILLAGE BOARD MEETING

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### ITEM

An Ordinance granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow for the expansion of an Adult-Use Cannabis Dispensing Organization at 161 S. Lincolnway in the Village of North Aurora, Illinois

### DISCUSSION

On December 2, 2019, the Village Board approved Ordinance #19-12-02-11 granting a special use to allow Pharmacann to operate an Adult-Use Cannabis Dispensing Organization at 161 S. Lincolnway. PharmaCann, LLC (d.b.a Verilife) continues to sell both recreational and medical cannabis in their 1,832 square foot tenant space in the River Park Atrium building, located at 161 S. Lincolnway. Staff notes that Medical Cannabis Dispensaries are classified as a permitted use in the B-3 Central Business District. The River Park Atrium building consists of multiple office spaces. Verilife is proposing to expand their operations into an adjacent tenant space. With the proposed expansion, Verilife would occupy a total of 3,578 square feet. According to the petitioner, the additional space is needed to operate more efficiently and serve the existing demand. Verilife has the right to conduct business in their existing space; however, expansion of the business is deemed an intensification of the use, thus requiring special use approval.

A public hearing was conducted on this item before the Plan Commission at their December 1, 2020 meeting. The Plan Commission unanimously recommended approval of Petition #20-09, subject to the following conditions:

- 1) The dumpster enclosure(s) shall be gated on the fourth/south side.
- 2) Refuse shall not be permitted to accumulate such that it is visible outside or above the height of the enclosure.
- 3) The property owner shall regularly monitor all on-site parking conditions to ensure adequate parking for all business tenants at all times.

The Village Board discussed this item at the December 21, 2020 Committee of the Whole meeting. The Board asked staff and the petitioner a number of questions relative to their existing business operations and how the proposed expansion would change or enhance those operations. Concluding the discussion, the Board was supportive of the petition. Staff notes that three conditions of approval were carried over from Ordinance #19-12-02-11 as they pertain to cannabis dispensary operational guidelines that still need to be properly enforced.

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

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

### **GENERAL INFORMATION**

**Meeting Date:** December 1, 2020

**Petition Number:** 20-09

**Petitioner:** PharmaCann, LLC

**Request(s):** Special use to allow the expansion of an Adult-Use Cannabis Dispensing Organization

**Location:** 161 S. Lincolnway

**Parcel Number(s):** 15-04-426-010,-011,-013

**Property Size:** Approximately 2.78 acres

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

**Contiguous Zoning:** North – B-3 Central Business District, South - B-3 Central Business District, East – B-3 Central Business District, West – B-2 General Business District

**Comprehensive Plan Designation:** Local Commercial

### **BACKGROUND**

On October 21, 2019, the Village Board approved Ordinance #19-10-21-01, which allows for the sales of recreational cannabis in approved Adult-Use Cannabis Dispensing Organizations. Said use is classified as a special use in the B-3 Central Business District and all other non-residential zoning districts. The Zoning Ordinance defines *Adult-Use Cannabis Dispensing Organization* as follows:

*A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.*

On December 2, 2019, the Village Board approved Ordinance #19-12-02-11 granting a special use to allow Pharmacann to operate an Adult-Use Cannabis Dispensing Organization at 161 S. Lincolnway. While the opening of recreational cannabis sales on January 1, 2020 created an adverse impact on the



subject property and surrounding area, there have not been any operational site issues brought to Village Staff's attention for several months.

### **PROPOSAL**

PharmaCann, LLC (d.b.a Verilife) continues to sell both recreational and medical cannabis in their 1,832 square foot tenant space in the River Park Atrium building located at 161 S. Lincolnway. Staff notes that Medical Cannabis Dispensaries are classified as a permitted use in the B-3 Central Business District. The River Park Atrium building consists of multiple office spaces. Verilife is proposing to expand their operations into an adjacent tenant space. With the proposed expansion, Verilife would occupy a total of 3,578 square feet. According to the petitioner, the additional space is needed to operate more efficiently and serve the existing demand.

Chapter 4.3 of the Zoning Ordinance states, *any modification or intensification of a special use that alters the essential character or operation of the use in a way not approved at the time the special use was granted, as evidenced by the record or by the text of this Ordinance, shall require new special use approval in accordance with this section.* Verilife has the right to conduct business in their existing space; however, expansion of the business is deemed an intensification of the use, thus requiring special use approval.

### **Parking**

There is no specific parking requirement for the Adult-Use Cannabis Dispensing Organization use; as such, it is classified as a general retail goods establishment, which requires four off-street parking spaces per 1,000 square foot gross floor area. With 3,578 total square feet of area, the proposed use would require 14 total off-street parking spaces. There are 155 existing off-street parking spaces on the subject property, which are shared amongst the various building tenants. According to the petitioner, 40 parking spaces will be specifically reserved for dispensary customers.

### **RECOMMENDATIONS**

Staff finds that the information presented **meets** the Standards for Specials Uses as submitted by the petitioner and as set forth in the Zoning Ordinance. Based on the above considerations, staff recommends the Plan Commission make the following motion recommending **approval** of Petition #20-09; subject to the following conditions:

- 1) The dumpster enclosure(s) shall be gated on the fourth/south side.
- 2) Refuse shall not be permitted to accumulate such that it is visible outside or above the height of the enclosure.
- 3) The property owner shall regularly monitor all on-site parking conditions to ensure adequate parking for all business tenants at all times.

## APPLICATION FOR SPECIAL USE

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

PETITION NO. 20-09

FILE NAME 161 S. LINCOLNWAY SPECIAL USE

DATE STAMP

RECEIVED

NOV 10 2020

VILLAGE OF  
NORTH AURORA

### I. APPLICANT AND OWNER DATA

Name of Applicant PharmaCann, Inc.

Applicant Address 190 South LaSalle Street, Suite 2950, Chicago, Illinois 60603

Applicant Telephone # 708-919-5641

Email Address brett.novey@pharmacannis.com

Property Owner(s) Tyler Glen LLC

Owner Address 161 S. Lincolnway, Suite 302

Owner Telephone # 630-408-0772

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

Address of Property 161 S. Lincolnway, Suite 301, 302 and 304  
(indicate location if no common address)

Legal Description: See attached

Parcel Size 117,353 sq. ft.

Present Use Medical Cannabis Dispensary and office  
(business, manufacturing, residential, etc.)

Present Zoning District B3 - Central Business District  
(Zoning Ordinance Classification)

### III. PROPOSED SPECIAL USE

Proposed Special Use Recreational Cannabis Dispensary  
(Zoning Ordinance Classification)

Code Section that authorizes Special Use Title 17.8.2

Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? yes

If so, when? 12/2/2019 to what district? special use

Describe briefly the type of use and improvement proposed \_\_\_\_\_

The applicant seeks to expand its current cannabis dispensary into adjacent space in the existing building. The dispensary space will encompass 3,578 sq. ft.

What are the existing uses of property within the general area of the Property in question? \_\_\_\_\_

Uses of existing property in the area are other medical office uses, commercial uses and the Village police department.

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) \_\_\_\_\_

There is a need for this special use at this location as it will allow the existing dispensary to expand into larger space and thereby operate more efficiently and better serve the existing demand. The site is situated among other commercial uses rather than residential uses and will have similar hours of operation.

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

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

#### **IV CHECKLIST FOR ATTACHMENTS**

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

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website [www.dnr.state.il.us](http://www.dnr.state.il.us) and initiate a consultation using DNR's [EcoCat](#) online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website [www.kanedupageswcd.org](http://www.kanedupageswcd.org) for a Land Use Opinion Application



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

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

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

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

Katrina M. [Signature]  
Applicant or Authorized Agent - *attorney for applicant*

11/10/20  
Date

[Signature]  
Owner

11/9/20  
Date

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

**TAX PARCEL NO.****PROPERTY OWNER**

MAILING ADDRESS

**See attached for list of property owners**

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

*Fatima*

**Applicant Signature**

attorney for applicant

11/10/20

Date \_\_\_\_\_

**SUBSCRIBED AND SWORN TO**

Before me this 10<sup>th</sup> day of November, 2020

Notary Public



## NOTICE LIST

1504426011 TYLER GLEN LLC, 161 S LINCOLNWAY STE 311 NORTH AURORA, IL, 605421662	1504401013 LOTUS PACIFIC HOLDING LLC, TSANG CHU 1100 SHERMAN AVE STE 115-A4 NAPERVILLE, IL, 60563-4855	1504401019 NORTH AURORA VILLAGE 25 E STATE ST NORTH AURORA, IL, 605421684
1504401021 SLAKER FAMILY TRUST, SLAKER ROBERT J & WILLIAM P COTRUSTEES 813 REVERE CT, WESTMONT, IL 60559	1504426010 TYLER GLEN LLC, KEVIN FITZPATRICK 161 S LINCOLNWAY STE 311 NORTH AURORA, IL, 60542-1662	1504426012 BRACKETT, RICHARD D DCLRN OF TR, TRUSTEE, 43 SILVER TRL NORTH AURORA, IL, 605421580
1504426013 TYLER GLEN LLC, 161 S LINCOLNWAY STE 311 NORTH AURORA, IL, 60542-1662	1504426017 CREMER, CARL F & THERESA A 153 S LINCOLNWAY NORTH AURORA, IL, 60542	1504426021 LINDOO, WILLIAM C JR TRUST LINDOO WILLIAM C JR OR RHONDA F TRUSTEES 05S016 SWAN RD BIG ROCK, IL, 60511
1504426022 FOX METRO WATER RECLAMATION DISTRICT 682 STATE ROUTE 31 OSWEGO, IL 60543	1504427012 FOX VALLEY PARK DISTRICT, 101 W ILLINOIS AVE AURORA, IL, 605065989	1504427013 FOX VALLEY PARK DISTRICT, 101 W ILLINOIS AVE AURORA, IL, 605065989
1504427014 FOX METRO WATER RECLAMATION DISTRICT, CONTROLLER 682 STATE ROUTE 31 OSWEGO, IL, 605438500	1504476017 TA, ANDREW D MD & MARY E 315 PINECREST CT AURORA, IL, 60504	
1504426020 RODRIGUEZ, FLORENTINO 145 S LINCOLNWAY NORTH AURORA, IL, 60542-5113		

## LEGAL DESCRIPTION

PARCEL 1: LOT 1-A AND THE EASTERLY 200 FEET OF LOT 1 OF GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO THE VILLAGE OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF J. F. SLAKER'S ADDITION TO NORTH AURORA, KANE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID ADDITION, 452.92 FEET TO THE CENTER LINE OF LINCOLN WAY (STATE HIGHWAY ROUTE NO. 31); THENCE NORTH 14 DEGREES 17 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 202.38 FEET TO THE SOUTHERLY LINE OF LOT 1-A IN GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, EXTENDED WESTERLY; THENCE NORTH 88 DEGREES 30 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY LINE AND SAID SOUTHERLY LINE EXTENDED, 439.03 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT (BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY LANDS); THENCE SOUTH 17 DEGREES 45 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 209.60 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Commonly known as: 161 South Lincolnway, North Aurora, IL 60542

**Tax ID: 15-04-426-010, 15-04-426-011, 15-04-426-013**

## PLAT OF SURVEY

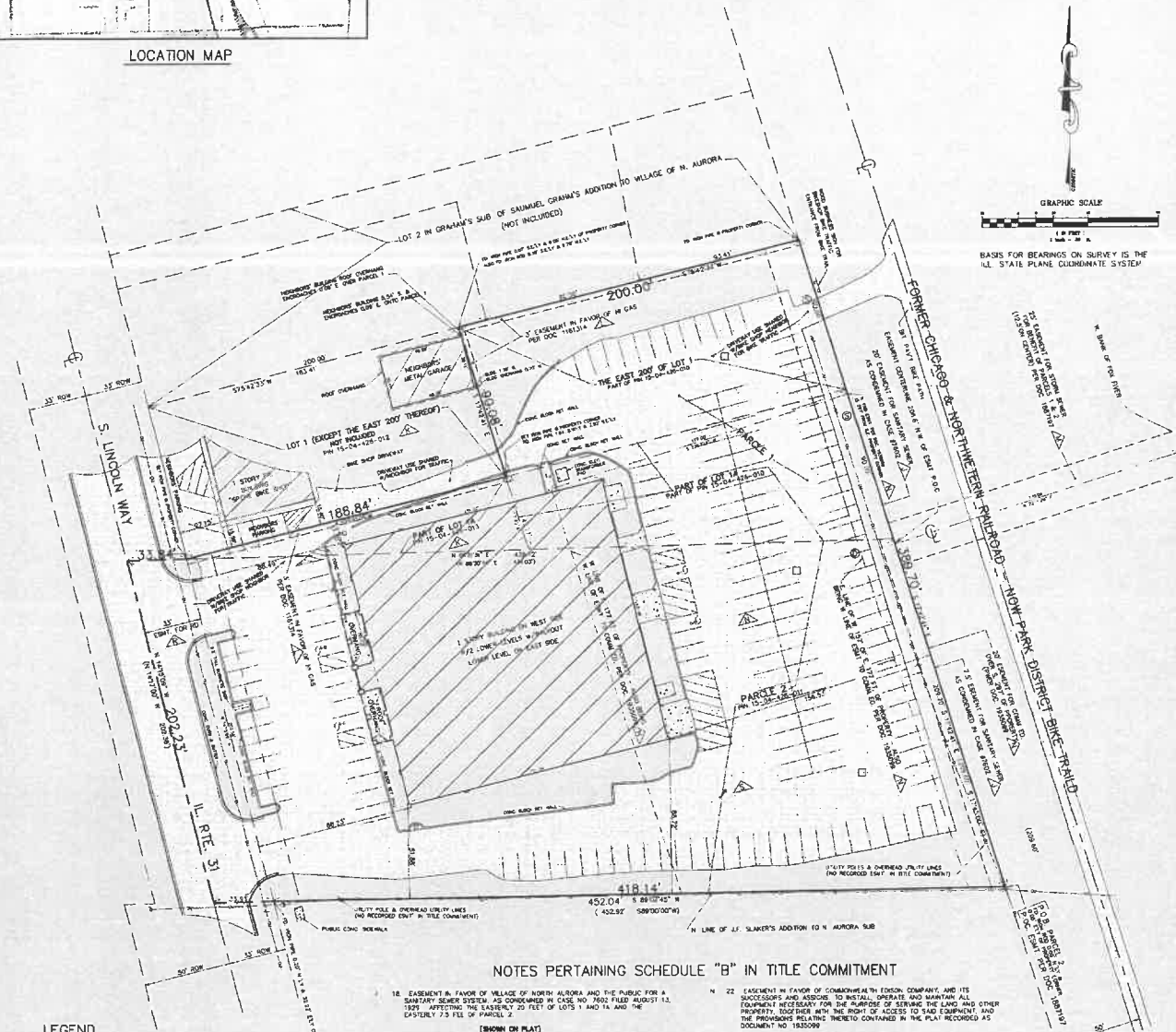
LOCATION MAP

PARCEL 1:

LOT 1-A AND THE EASTERLY 200 FEET OF LOT 1 OF GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO THE VILLAGE OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTH-EAST CORNER OF J. F. SLAKER'S ADDITION TO NORTH AURORA, KANE COUNTY, ILLINOIS, THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID ADDITION, 452.92 FEET TO THE CENTER LINE OF LINCOLN WAY (STATE HIGHWAY ROUTE NO. 31), THENCE NORTH 14 DEGREES 17 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 110.00 FEET TO THE NORTH LINE OF SAID ADDITION, THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, 110.00 FEET TO THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, EXTENDED WESTERLY; THENCE NORTH 88 DEGREES 30 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY LINE AND SAID SOUTHERLY LINE EXTENDED, 430.93 FEET TO THE SOUTHEASTLY CORNER OF SAID LOT 16 (BEING ALSO THE WESTERLY POINT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILROAD), THENCE NORTH 88 DEGREES 30 MINUTES 44 SECONDS EAST ALONG SAID WESTERLY POINT OF WAY LINE, 209.60 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.



## NOTES PERTAINING SCHEDULE "B" IN TITLE COMMITMENT

14. EASEMENT IN FAVOR OF VILLAGE OF BIRMINGHAM, ALABAMA AND THE PUBLIC FOR A SANITARY SEWER SYSTEM AND CONDUITS IN CASE NO. 7002 FILED JANUARY 13, 1929, AFFECTING THE PLATS OF LOTS 5 AND 1A, AND THE DISTRICT 7.5 FILL OF PARCEL 2.

[SHOWN ON PLAT]

15. EASEMENT FOR CONNECTING TO A SEWER AS ESTABLISHED IN THE DEED RECORDED DECEMBER 20, 1930 AS DOCUMENT NUMBER 439636.

[DOC. IS A WARRANTY DEED, NO MENTION OF SEWER EASEMENT IN DEED, BUT GRANTS EASEMENT FOR LAYING OUT SEWER LINES AND CONDUITS TO BE LATER CONVEYED BY DEED. SURVIVE FOR TITLE COMMITMENT ITEM IS SHOWN ON AREAS OF LOTS 1 & 1A ENDEMPMENT BY SAID EASEMENT.]

16. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY AND ITS SUCCESSORS AND ASSIGNS, TO INTERLOCK, OPERATE AND MAINTAIN ALL GAS LINES AND PIPES, AND TO INSTALL, OPERATE AND MAINTAIN ALL OTHER PROPERTY TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED APRIL 2, 1970 AS DOCUMENT NO. 1161334.

[SHOWN ON PLAT]

17. EASEMENT IN FAVOR OF THE FIDELITY AND CASH GUARANTEE FOR STORM SEWER AS CREATED BY GRANT FROM FIRST NATIONAL BANK OF GENOA AS TRUSTEE UNDER TRUST NUMBER 2354 RECORDED JANUARY 7, 1968 AS DOCUMENT NUMBER 1587192.

18. EASEMENT IN FAVOR OF CONSUMERS ELECTRIC COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL ELECTRIC LINES AND PIPES, AND TO INSTALL, OPERATE AND MAINTAIN ALL OTHER PROPERTY NECESSARY FOR THE PURPOSES OF SERVING THE LAND AND OTHER ADJACENT LANDS, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED AS DOCUMENT NO. 1935009.

[SHOWN ON PLAT]

19. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.




[SHOWN ON PLAT]

20. RIGHTS OF THE WATER FOR FLOODING, FEEDERS AND LATERALS, IF (EFFECTS ENTIRE PROPERTY).

### ZONING RESTRICTIONS

[illegible]

### LEGEND

- |   |   |
|---|---|
|  | = BRUMBY'S PAVEMENT                                   |
|  | = CONCRETE PAVEMENT                                   |
|  | = BRICK PAVERS  |
|  | = CATCH BASIN   |
|  | = STORM MANHOLE                                       |
|  | = SANITARY MANHOLE                                    |
|  | = WATER VALVE VAULT                                   |
|  | = B-BOX   |
|  | = FIRE HYDRANT  |
|  | = SIGN  |
|  | = LIGHT   |
|  | = BOLLARD   |
|  | = TELEPHONE PEDESTAL                                  |
|  | = CLEAN-OUT   |
|  | = ITEM IN SCHEDULE "B" OF FILE COMMITMENT             |
|  | = SURVEYOR'S NOTES IN SCHEDULE "B" OF FILE COMMITMENT |

## NOTES

- 1) COMMONLY KNOWN AS 161 LINDOLNWAY, NORTH AURORA, IL 60542
- 2) PERMANENT INDEX NUMBERS:  
PART OF PARCEL 1. 15-04-426-010  
PARCEL 2. 15-04-426-011  
PART OF PARCEL 1. 15-04-426-013
- 3) THIS SURVEY IS BASED ON A TITLE COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY.  
ORDER NO: 2010 C286035730 CWC, COMMITMENT DATE: JANUARY 12, 2018.
- 4) AREA OF SURVEY = 117,353.50 FT. = 2.894 ACRES
- 5) AREA OF BUILDING FOOTPRINTS = 23,528.50 FT
- 6) # OF STANDARD PARKING SPACES = 140
- 7) # OF HANDICAP PARKING SPACES = 4
- 8) THE PROPERTY IS SITUATED IN A ZONE "S" PER FIRM NO. 1708900340H, EFFECTIVE DATE 08/03/2009  
ZONE "S" PER ORDINANCE AREA 200 OF THE 100 YEAR FLOOD ZONE
- 9) PROPERTY PRESENTLY ZONED "O-3" CENTRAL BUSINESS DISTRICT" PER VILLAGE OF NORTH AURORA COMMUNITY DEVELOPMENT
- 10) HEIGHT OF BUILDING 15' ON EAST SIDE, ALSO BUILDING IS 3 STORIES TALL ON EAST SIDE.
- 11) 15' FRONT YARD SETBACK, LINE & 20' REAR YARD SET BACK LINE PER CURRENT ZONING IS PLOTTED ABOVE ON DRAWING
- 12) SIDE YARD SETBACKS PER CURRENT ZONING IS 0 FT. - THEREFORE NO SIDEYARD SETBACK LINES COULD BE PLOTTED.

TO:

1.) MOREIF SUBREIT, LLC A DELAWARE LIMITED LIABILITY COMPANY,  
AND ITS SUCCESSORS AND/OR ASSIGNS

2) TYLER GLEN, LLC AN ILLINOIS LIMITED LIABILITY COMPANY

3.) COMMONWEALTH LAND TITLE INSURANCE COMPANY

STATE OF ILLINOIS) SS

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2015 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 10(c), 13, 14, 16, 17, 18, 19, 20, AND 21 OF TABLE "A" THEREOF.

THE FIELD WORK WAS COMPLETED ON FEBRUARY 6, 2018.

DATE OF PLAT: FEBRUARY 7, 2017.

PROJECT NO: 18-118

ACCURATE SURVEY SERVICE, INC.  
28 W. 123 INDUSTRIAL AVE.  
BARRINGTON, IL 60010  
PHONE: (847) 381-8735



## SITE PLAN





## SPECIAL USE STANDARDS

## **North Aurora**

### **Special Use Application**

#### **PharmaCann LLC**

#### **161 S Lincolnway, Suite 301, 302 and 304 – Expansion of Recreational Cannabis Dispensary**

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

The proposed site is in the B3 – Central Business District, which permits Recreational Cannabis Dispensaries as a special use.

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

The proposed special use is deemed necessary for the public convenience at this location as the site has operated as a medical dispensary and the adult use cannabis dispensary since January 2020. The expansion into additional space within the same building will allow the public to be served more efficiently. It will also continue to drive increased tax revenues into the Village. This particular location is well-suited to accommodate this use due to the office/commercial nature of the area.

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

The proposed special use does not create excessive additional impacts at the public expense. Expanding into additional space will alleviate any potential impacts as there is increased capacity to accommodate customers. The applicant has implemented an online ordering and reservation system that further alleviates any impacts that may be caused by waiting customers. The applicant has operated a dispensary at the existing location and addressed any issues that arose at the outset.

This use will be beneficial to the economic welfare of the community as sales of Recreational Cannabis can be taxed beyond general sales taxes for the benefit of the municipality, generating additional revenue for the municipality.

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

The proposed special use will help to further enhance a vibrant and unique commercial use consistent with the goals of the Comprehensive Plan to develop Lincolnway into an attractive, multifunctional corridor and to promote and maintain vibrant commercial areas throughout the Village to serve the day-to-day needs of local and regional residents.

The expansion of the Recreational Cannabis Dispensary will specifically address the Village's objective to encourage new commercial uses that will increase the range of employment opportunities and strengthen and expand the Village's tax and economic base.

The proposed use will be operated in accordance with all Village codes and regulations.

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

The applicant proposes to expand the existing adult use cannabis dispensary. The space is currently designed and operated in a manner that is harmonious and compatible in use and appearance with the surrounding uses. The expansion of the use will continue in a professional and harmonious manner so as to maintain and enhance the character of the neighborhood as a whole.

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

The proposed special use will not significantly diminish the safety, use, enjoyment and value of the property in the neighborhood. On the contrary, it will expand upon an existing, unique use in the neighborhood, which will help increase the value of the area. The use will continue in an existing space and will be operated by the current operators. The experience of these operators will help ensure the use will remain consistent and compatible with the surrounding uses. Consistent with State of Illinois requirements, the operator will have a robust safety and security plan to ensure no diminution in safety for the neighborhood.

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

The proposed special use, just as the current use, is compatible with development on adjacent or neighboring property. The location is in a center with medical office and professional services as well as commercial uses. Other, similarly varied commercial uses populate the street.

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

The proposed special use is in an existing building with safe ingress and egress to Lincolnway. Access to the site will continue to operate safely even with the expansion. The existing building and parking area is designed to promote traffic and pedestrian safety and to minimize potentially dangerous traffic movements.

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

The dispensary location is in an existing building which provides parking as required by village ordinance. Forty (40) spaces on the site will be specifically reserved for dispensary customers.

- 10) The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessities.**

The proposed special use will be adequately served by adequate utilities, drainage, road access, public safety and other necessities, in the same way that the existing use is served at this location.

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

The proposed site is in the B3 – Central Business District, which permits Recreational Cannabis Dispensaries as a special use. The existing site otherwise complies with the requirements of the zoning ordinance and other applicable regulations.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

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

---

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 8 OF  
THE NORTH AURORA ZONING ORDINANCE TO ALLOW FOR THE EXPANSION OF AN  
ADULT-USE CANNABIS DISPENSING ORGANIZATION AT 161 S. LINCOLNWAY IN THE  
VILLAGE OF NORTH AURORA, ILLINOIS**

---

Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2021

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_.

Signed \_\_\_\_\_

VILLAGE OF NORTH AURORA

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

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 8 OF THE NORTH AURORA ZONING ORDINANCE TO ALLOW FOR THE EXPANSION OF AN ADULT-USE CANNABIS DISPENSING ORGANIZATION AT 161 S. LINCOLNWAY IN THE VILLAGE OF NORTH AURORA, ILLINOIS**

**(Petition #20-09; 161 S. Lincolnway)**

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

**WHEREAS**, the property located at 161 S. Lincolnway North Aurora, Kane County, Illinois the (“Subject Property”) (as legally described below) is zoned B-3 – Central Business District; and,

**WHEREAS**, an application has been filed by Pharmacann, LLC the (“Applicant”), requesting approval of a special use to allow for the expansion of an Adult-Use Cannabis Dispensing Organization at the Subject Property; and

**WHEREAS**, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on December 1, 2020, pursuant to appropriate legal notice; and,

**WHEREAS**, the Plan Commission has considered all of the factors required for the determination of a special use for an Adult-Use Cannabis Dispensing Organization in the Zoning Code and filed its recommendations with the President and Board of Trustees recommending approval of the special use described herein; and,

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

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

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

**SECTION 2:** That a special use for the expansion of an Adult-Use Cannabis Dispensing Organization is hereby granted for the Subject Property, subject to the limitations in Section 3 below and the conditions specified in Section 4 below.

**SECTION 3:** That this Ordinance is limited to the Applicant and restricted to the Subject Property located at 161 S. Lincolnway, North Aurora, Illinois, legally described as follows:

## VILLAGE OF NORTH AURORA

PARCEL 1: LOT 1-A AND THE EASTERLY 200 FEET OF LOT 1 OF GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO THE VILLAGE OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

PARCEL 2: THAT PART OOF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF J.F. SLAKER'S ADDITION TO NORTH AURORA, KANE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID ADDITION 452.92 FEET TO THE CENTER LINE OF LINCOLN WAY (STATE HIGHWAY ROUTE NO. 31); THENCE NORTH 14 DEGREES 17 MINUTES 00 SECONDS WEST ALONG SAID CENTER LINE, 202.38 FEET TO THE SOUTHERLY LINE OF LOT 1-A IN GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, EXTENDED WESTERLY; THENCE NORTH 88 DEGREES 30 MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY LINE AND SOUTHERLY LINE EXTENDED, 439.03 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT (BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY LANDS); THENCE SOUTH 17 DEGREES 45 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 209.60 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Property Index Numbers: 15-04-426-010, -011 & -013

**SECTION 4:** The Adult-Use Cannabis Dispensing Organization special use granted by this Ordinance is subject to compliance with the following conditions:

- 1) Sales of non-medical cannabis shall be done in compliance with all of the requirements of the Cannabis Regulation and Tax Act.
- 2) Use of the facility shall be limited to the sales of cannabis as authorized and regulated by the Compassionate Use of Medical Cannabis Program Act and the Cannabis Regulation and Tax Act.
- 3) On-site consumption of cannabis shall be prohibited.
- 4) The dumpster enclosure(s) shall be gated on the fourth/south side.
- 5) Refuse shall not be permitted to accumulate such that it is visible outside or above the height of the enclosure.
- 6) The property owner shall regularly monitor all on-site parking conditions to ensure adequate parking for all business tenants at all times.

**SECTION 5:** Each and every provision of this Ordinance is severable from each and every other provision of this Ordinance; and if any provision of this Ordinance is deemed invalid and/or unenforceable, such provision shall be deemed severed from this Ordinance, leaving each and every other provision in this Ordinance in full force and effect.

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



**VILLAGE OF NORTH AURORA**

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, A.D.

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

ATTEST:

\_\_\_\_\_  
Natalie Stevens, Deputy Village Clerk

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

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PETITION 20-08: 307 BANBURY ROAD SPECIAL USE  
**AGENDA:** JANUARY 4, 2021 REGULAR VILLAGE BOARD MEETING

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### **ITEM**

- 1) An Ordinance granting a Special Use pursuant to Title 17, Chapter 7 of the North Aurora Zoning Ordinance to allow for the expansion of a Place of Worship at 307 Banbury Road in the Village of North Aurora, Illinois
- 2) Ordinance approving the Site Plan for the property located at 307 Banbury Road in the Village of North Aurora

### **DISCUSSION**

Chapelstreet Church is proposing to add a 3,000 square foot addition and renovate 5,000 square feet of existing interior space of the former Cornerstone Church, located at 307 Banbury Road. Chapelstreet has the right to conduct business in the existing building as a Place of Worship; however, expansion of the building is deemed an intensification of the use, thus requiring special use approval. The proposed expansion also exceeds said (25) percent square footage increase; therefore, site plan approval is required.

A public hearing was conducted on this item before the Plan Commission at their December 1, 2020 meeting. The Plan Commission unanimously recommended approval of Petition #20-08, subject to the following condition:

- 1) One (1) shade tree shall be provided at the north and south end of the easternmost parking aisle.

The Village Board discussed this item at the December 21, 2020 Committee of the Whole meeting. The Board stated that the project would be an enhancement to the property.

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

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

### **GENERAL INFORMATION**

**Meeting Date:** December 1, 2020

**Petition Number:** 20-08

**Petitioner:** Marcos Rodriguez

**Request(s):** 1) Special use to allow for the expansion of a Place of Worship 2) Site Plan Approval

**Location:** 307 Banbury Road

**Parcel Number(s):** 12-34-330-003, 12-34-401-034

**Property Size:** 2.19 Acres

**Current Zoning:** R-1 Single Family Residence District

**Contiguous Zoning:** R-1 Single Family Residence District (All)

**Comprehensive Plan Designation:** Public/Semi-Public Use



### **REQUESTED ACTIONS**

#### ***Special Use - Expansion of a Place of Worship***

Chapelstreet Church is proposing to add a 3,000 square foot addition and renovate 5,000 square feet of existing interior space of the former Cornerstone Church located at 307 Banbury Road. Places of Worship are classified as a special use in the R-1 District. Chapter 4.3 of the Zoning Ordinance states, *any modification or intensification of a special use that alters the essential character or operation of the use in a way not approved at the time the special use was granted, as evidenced by the record or by the text of this Ordinance, shall require new special use approval in accordance with this section.* Chapelstreet has the right to conduct business in the existing building as a Place of Worship; however, expansion of the building is deemed an intensification of the use, thus requiring special use approval.

#### **Hours of Operation**

According to the petitioner, the church will accommodate 3-5 employees and operate Monday-Thursday (9:00 a.m. – 4:00 p.m.) and Sundays (9:00 a.m. to 12:00 p.m.).

#### **Parking**

The Place of Worship use requires 1 off-street parking space per 4 seats (worship seats) + 1 space per 1,000 square feet of residential living area if convent or rectory attached. According to the petitioner,

the facility will contain a total of 237 worship seats and no residential living space. As such, the Zoning Ordinance would require a total of 60 parking spaces. A total number of 70 off-street parking spaces would be provided once the project is complete.

According to the petitioner, there is an existing agreement between Schneider Elementary School and Cornerstone Church. This agreement allows the sites to utilize each other's parking as required as the hours of highest operation differ between the school and the church. This agreement would continue under Chapelstreet Church, which would allow the church to have parking across the street during any time when additional parking is required.

#### ***Site Plan Approval***

Per Section 17.4.4(B) of the Zoning Ordinance, Site plan review shall be required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved. Site plan review shall not be required for any commercial, office, manufacturing or multifamily structural addition that constitutes less than twenty-five (25) percent of total square footage of an existing structure or any single-family/two-family construction.

The proposed expansion exceeds said (25) percent square footage threshold; therefore, site plan approval is required.

#### **RECOMMENDATIONS**

Staff finds that the information presented **meets** the Standards for Specials Uses, as submitted by the petitioner, and the Standards for Site Plan Review as set forth in the Zoning Ordinance. Based on the above considerations, staff recommends the Plan Commission make the following motion recommending **approval** of Petition #20-08, subject to the following condition:

- 1) One (1) shade tree shall be provided at the north and south end of the easternmost parking aisle.

## APPLICATION FOR SPECIAL USE

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

PETITION NO. 20-08

FILE NAME 307 BANBURY RD. SPECIAL USE

DATE STAMP

RECEIVED

OCT 29 2020

VILLAGE OF  
NORTH AURORA

### I. APPLICANT AND OWNER DATA

Name of Applicant MARCOS RODRIGUEZ

Applicant Address 9645 LINCOLNWAY LANE SUITE 201 FRANKFORT IL

Applicant Telephone # 708 927 7698

Email Address MRODRIGUEZ@ASPENGROUP.COM

Property Owner(s) ABE DONCEL

Owner Address 2300 SOUTH STREET GENEVA IL

Owner Telephone # 630 232 7068 X 146

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

Address of Property 307 BANBURY ROAD, NORTH AURORA, IL 60532  
(indicate location if no common address)

Legal Description: SEE ATTACHED FILE FOR LEGAL DESCRIPTION

Parcel Size 2.19 ACRES

Present Use CHURCH - ASSEMBLY - RESIDENTIAL  
(business, manufacturing, residential, etc.)

Present Zoning District R-1 - SINGLE FAMILY RESIDENCE DISTRICT  
(Zoning Ordinance Classification)

### III. PROPOSED SPECIAL USE

Proposed Special Use R-1 - SINGLE FAMILY RESIDENCE DISTRICT

(Zoning Ordinance Classification)

Code Section that authorizes Special Use \_\_\_\_\_

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

If so, when? \_\_\_\_\_ to what district? \_\_\_\_\_

Describe briefly the type of use and improvement proposed \_\_\_\_\_

3100 SQUARE FOOT SINGLE STORY ADDITION THAT MATCHES THE CHARACTER AND HEIGHT OF EXISTING BUILDING FOR USE FOR ADDITIONAL EDUCATIONAL WORSHIP SPACES AS PART OF AN A-3 ASSEMBLY CHURCH

What are the existing uses of property within the general area of the Property in question? \_\_\_\_\_

CURRENT USE OF THE SPACE IN QUESTION IS AN A-3 ASSEMBLY CHURCH CONTAINING A WORSHIP/GATHERING SPACE, CIRCULATION SPACES, RESTROOMS AND VARIOUS OTHER SMALL GROUP GATHERING SPACES

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) \_\_\_\_\_

IT HAS BEEN CONFIRMED BY NORTH AURORA STAFF THAT SPECIAL USE IS REQUIRED AT THIS PARTICULAR LOCATION AND THAT THE SPECIAL USE PROCESS IS TO BE FOLLOWED AS THE METHOD FOR THE BUILDING PROJECT.

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

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

#### **IV CHECKLIST FOR ATTACHMENTS**

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

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website [www.dnr.state.il.us](http://www.dnr.state.il.us) and initiate a consultation using DNR's EcoCat online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website [www.kanedupageswcd.org](http://www.kanedupageswcd.org) for a Land Use Opinion Application

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

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

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

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



Applicant or Authorized Agent

10/28/2020  
Date



Owner

10/28/2020  
Date



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

TAX PARCEL NO.	PROPERTY OWNER	MAILING ADDRESS
12-34-330-004	ESCALANTE, HECTOR	305 Banbury Rd, N. Aurora
12-34-330-005	JONES, ANTHONY	403 Chestnut St, N. Aurora
12-34-330-006	ANAYA, JOSE & MEDINA, LUZ	405 Chestnut St, N. Aurora
12-34-451-001	WITKOWSKI, JOHN	407 Chestnut St, N. Aurora
12-34-451-002	FRIEDERS, TIMOTHY	409 Chestnut St, N. Aurora
12-34-451-003	LEE, JANI	411 Chestnut St, N. Aurora
12-34-451-004	JACKLEY, SHARON	413 Chestnut St, N. Aurora
12-34-376-012	ROGERS, KEITH & SHARI	224 Banbury Rd, N. Aurora
12-34-378-001	CAVENDER, ALLEN & LAURA	303 Banbury Rd, N. Aurora
12-34-378-002	HANSEN, MARK & CINDY	404 Chestnut St, N. Aurora
12-34-378-003	SMITH, KARI	406 Chestnut St, N. Aurora
12-34-452-001	SAVAGE, SCOTT & MICHELLE	408 Chestnut St, N. Aurora
12-34-452-002	MACKO, GARY & KAREN	410 Chestnut St, N. Aurora
12-34-452-003	PADGETT, JEREMY	412 Chestnut St, N. Aurora
12-34-452-004	VASQUEZ, LAURA	414 Chestnut St, N. Aurora
12-34-451-007	HUITE, ROBERT & JUDITH	404 Hickory St, N. Aurora
12-34-451-006	RODRIGUEZ, NORA	406 Hickory St, N. Aurora
12-34-451-005	GALVEZ, JAIME & IMELDA	408 Hickory St, N. Aurora
12-34-330-014	MICKELSON, DANIEL & DEBORAH	426 Flagstone Ct, N. Aurora
12-34-330-013	FLORES, EMMA & FERNANDEZ, ELDA	418 Flagstone Ct, N. Aurora
12-34-330-012	SCHILTZ, GREGORY & KIMBERLY	410 Flagstone Ct, N. Aurora
12-34-330-011	LOTZ, MARK & BEVERLY	402 Flagstone Ct, N. Aurora
12-34-454-016	ESPING, JENNIFER	409 Hickory St, N. Aurora
12-34-454-017	MILLER, JARED & AMANDA	407 Hickory St, N. Aurora
12-34-454-018	BELOBRAYDICH, RUDOLPH & MARY	405 Hickory St, N. Aurora
12-34-454-001	HARD, ALAN & SUSAN	403 Hickory St, N. Aurora
12-34-454-002	VAN OVERMEIREN, ABEL	401 Hickory St, N. Aurora
12-34-454-003	DEKING, PETER & ELDER, ALICIA	309 Hickory St, N. Aurora

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

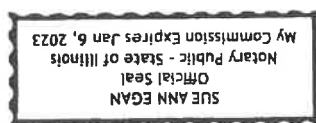
[Signature]  
Applicant Signature

10/28/20  
Date

# SUBSCRIBED AND SWORN TO

Before me this 28<sup>th</sup> day of October, 2020.

Sue Ann Egan  
Notary Public





# ASPEN GROUP

## INTRODUCTION LETTER

Chapelstreet Church

307 Banbury Road, North Aurora, IL

2020-10-26

This letter is in reference to the project at Chapelstreet Church. Cornerstone Church was the former owner of the site at 307 Banbury Road. Chapelstreet Church was gifted this property and seeks to grow an additional fourth campus site in North Aurora.

Scope of work on site includes remodeling the existing worship room to contain 237 seats. In a 1:4 ratio, 60 parking spaces are required. 61 parking spaces are currently on site. Additional parking spaces are being provided as part of the new scope of work. The total number of parking spaces on site will be 70, once work is completed.

Additionally, there is an existing agreement between Schneider Elementary School and Cornerstone. This agreement allows the sites to utilize each other's parking as required. The hours of highest operation differ between the school and the church which allows this agreement to be a win-win for both entities. This agreement is to continue under Chapelstreet Church. This will allow the church to have adequate parking across the street during any time when additional parking is required. Capacity will be higher than normal during times such as Easter and Christmas.

The project is comprised of 3,000 square feet of addition and 5,000 square feet of existing renovation. The addition, which is the majority of the zoning changes, is to be used for worship educational spaces. These spaces include a large group room, flex education rooms, restrooms, and a nursery space to be used during normal church operations. This facility is not a day care and will never be used as such. Operations of child care are limited to only worship times and is biblical education-based. Under normal operations, the church will accommodate 3-5 employees. The hours of operation will be Monday-Thursday (9am-4pm) and Sundays (9am-12pm).



Any other questions, feel free to reach out for additional information.

Thanks,

Marcos Rodriguez

Project Architect

END OF LETTER

REPORT OF SURVEY OF PROPERTY DESCRIBED AS : =

THAT PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS : BEGINNING AT THE NORTHWEST CORNER OF UNIT ONE, TWIN OAKS SUBDIVISION, THENCE SOUTH 88° 55' EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 425.73 FEET; THENCE NORTH 1° 05' EAST 161.34 FEET, THENCE SOUTH 88° 55' EAST 120.00 FEET; THENCE NORTH 1° 05' EAST, A DISTANCE OF 33.00 FEET; THENCE NORTH 88°55' WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 1; 05; EAST, A DISTANCE OF 80.66 FEET, THENCE NORTH 88' 55' WEST 115.73 FEET, THENCE SOUTH 1° 05' WEST 83 FEET, THENCE NORTH 88° 55' WEST TO THE CENTER OF BANBURY ROAD, THENCE SOUTH 1° 05' WEST ALONG SAID CENTER LINE 192 FEET TO THE NORTH LINE EXTENDED WEST OF SAID UNIT ONE, TWIN OAKS SUBDIVISION, THENCE SOUTH 88° 55' EAST ALONG SAID EXTENDED NORTH LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

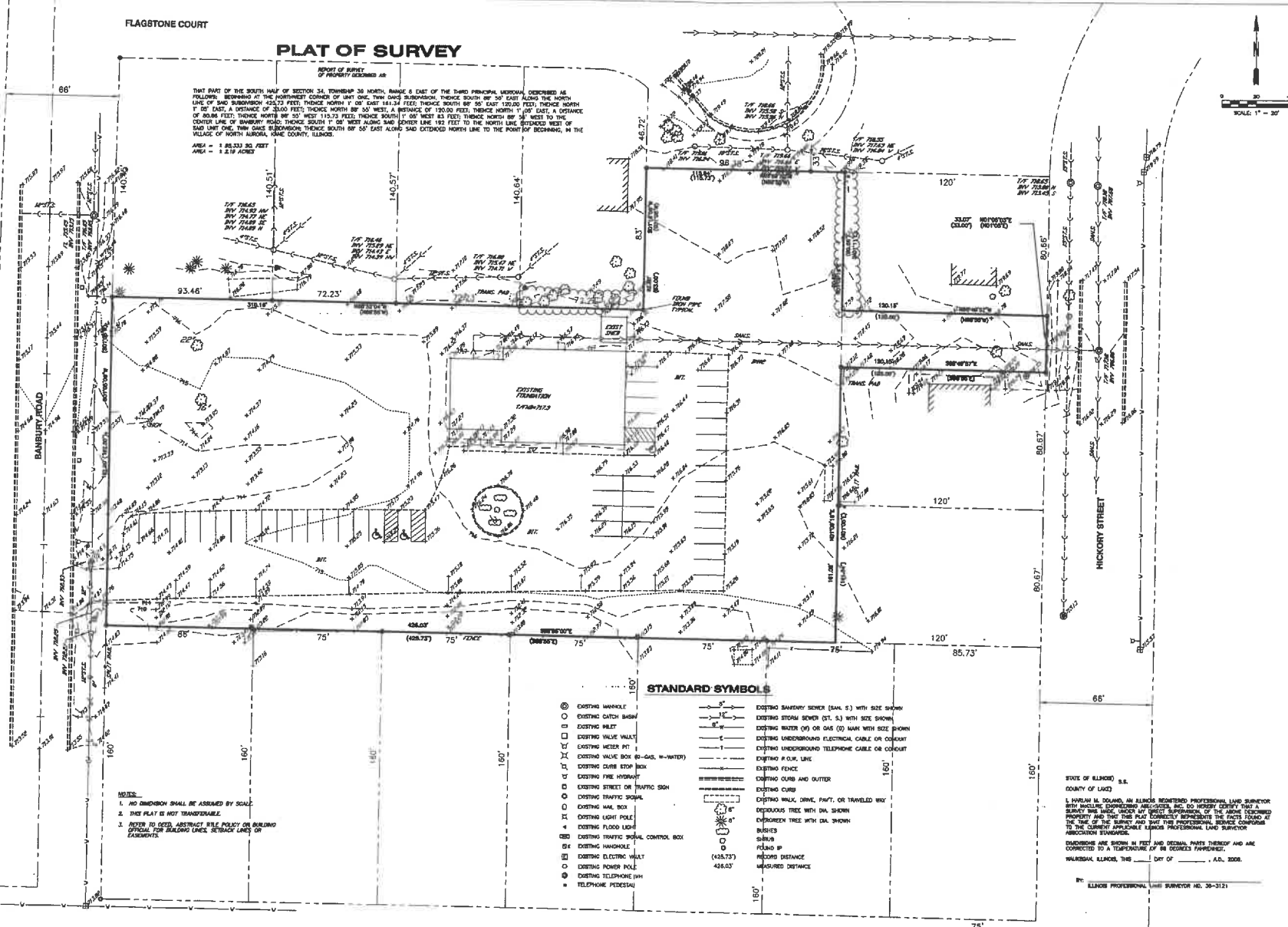
FLAGSTONE COURT

# PLAT OF SURVEY

REPORT OF SURVEY  
OF PROPERTY DESCRIBED AS

THAT PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF UNIT ONE, TEN DASH SUBDIVISION, THENCE SOUTH 89° 50' EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 435.73 FEET THENCE NORTH 1° 00' EAST 141.24 FEET THENCE SOUTH 89° 50' EAST 120.00 FEET THENCE NORTH 1° 00' EAST A DISTANCE OF 25.00 FEET THENCE NORTH 89° 50' WEST A DISTANCE OF 130.00 FEET THENCE NORTH 1° 00' EAST A DISTANCE OF 30.00 FEET THENCE NORTH 89° 50' WEST 110.73 FEET THENCE SOUTH 1° 00' WEST 83 FEET THENCE NORTH 89° 50' WEST TO THE CENTER LINE OF BANBURY ROAD THENCE SOUTH 1° 00' WEST ALONG SAID CENTER LINE 182 FEET TO THE NORTH LINE EXTENDED WEST OF SAID UNIT ONE, TEN DASH SUBDIVISION THENCE SOUTH 89° 50' EAST ALONG SAID EXTENDED NORTH LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, HANCOCK COUNTY, ILLINOIS.

AREA = 1.85233 SQ. FEET  
AREA = 1.218 ACRES



- NOTES:
1. NO DIMENSION SHALL BE ASSUMED BY SCALE.
  2. THIS PLAT IS NOT TRANSFERABLE.
  3. REFER TO DEED ABSTRACT FILE POLICY ON BUILDING OFFICIAL FOR BUILDING LINES, SETBACK LINES, OR EASEMENTS.

## STANDARD SYMBOLS

- |   |                                     |   |  |
|---|-------------------------------------|---|--|
| ○ | EXISTING MANHOLE                    | — | EXISTING SANITARY SEWER (S.W. S.) WITH SIZE SHOWN  |
| ○ | EXISTING CATCH BASIN                | — | EXISTING STORM SEWER (S.W. S.) WITH SIZE SHOWN     |
| ○ | EXISTING WELT                       | — | EXISTING WATER (W) OR GAS (G) MAIN WITH SIZE SHOWN |
| ○ | EXISTING VALVE VAULT                | — | EXISTING UNDERGROUND ELECTRICAL CABLE OR CONDUIT   |
| ○ | EXISTING METER PIT                  | — | EXISTING UNDERGROUND TELEPHONE CABLE OR CONDUIT    |
| ○ | EXISTING VALVE BOX (B-GAS, W-WATER) | — | EXISTING F.O.W. LINE                               |
| ○ | EXISTING CURB STOP BOX              | — | EXISTING FENCE                                     |
| ○ | EXISTING FIRE HYDRANT               | — | EXISTING CURB AND GUTTER                           |
| ○ | EXISTING STREET OR TRAFFIC SIGN     | — | EXISTING CURB                                      |
| ○ | EXISTING TRAFFIC SIGNAL             | — | EXISTING WALK, DRIVE, PATH, OR TRAVELED WAY        |
| ○ | EXISTING MAIL BOX                   | — | DECEASED TREE WITH D.A. SHOWN                      |
| ○ | EXISTING LIGHT POLE                 | — | EVERGREEN TREE WITH D.A. SHOWN                     |
| ○ | EXISTING FLOOD LIGHT                | — | BUSHES   |
| ○ | EXISTING TRAFFIC SIGNAL CONTROL BOX | — | SHRUB  |
| ○ | EXISTING MANHOLE                    | — | FIELD IP   |
| ○ | EXISTING ELECTRIC VAULT             | — | RECORD DISTANCE                                    |
| ○ | EXISTING POWER POLE                 | — | MEASURED DISTANCE                                  |
| ○ | EXISTING TELEPHONE (H)              | — |  |
| ○ | TELEPHONE PEDESTAL                  | — |  |

STATE OF ILLINOIS, I.E.  
COUNTY OF LAKE

I, HARLAN M. DOWNS, AN ALABAMA REGISTERED PROFESSIONAL LAND SURVEYOR WITH EXPIRING EXPIRATION DATE OF 12/31/2021, HEREBY CERTIFY THAT A SURVEY WAS MADE, THAT ALL DEEDS, EASEMENTS, OF THE ABOVE DESCRIBED PROPERTY, HAVE BEEN FULLY RECORDED, AND THAT THE SURVEY AND SAID THIS PROFESSIONAL SERVICE CONFORM TO THE CURRENT APPLICABLE ALABAMA PROFESSIONAL LAND SURVEYOR ASSOCIATION STANDARDS.

EXEMPTIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

WILKESBORO, ALABAMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2008.

BY: ELINOR PROFESSIONAL LAND SURVEYOR NO. 38-3121

NO.	REVISIONS	DATE
1	ISSUED	12/31/2021

SCALE	1" = 30'
DRAWN BY	ELINOR
CHECKED BY	AND
DATE	12/31/2021



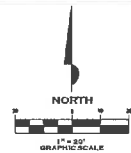
**PLAT OF SURVEY**  
CORNERSTONE COMMUNITY BAIST CHURCH  
VILLAGE OF NORTH AURORA  
HANCOCK COUNTY, ALABAMA  
12/31/2021  
WILKESBORO, ALABAMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2008.

DATE: 10-25-2020  
DESCRIPTION: PRELIMINARY REVIEW

**MeritCorp**  
Graylake, IL  
3897 Darline Ct.  
Aurora, IL 60504  
Office 630.554.5555  
www.meritcorp.com  
Lic. No. 184-009860

**CHAPELSTREET NORTH AURORA CAMPUS**  
**BUILDING ADDITION**  
**307 BANBURY ROAD**  
**NORTH AURORA, IL 60542**  
**FINAL ENGINEERING PLANS**  
**PRE-GP SITE CIVIL PLAN**

PROJECT NO. M20130  
DRAWN BY: CLS  
CHECKED BY: CLS  
SHEET NO. 1/1

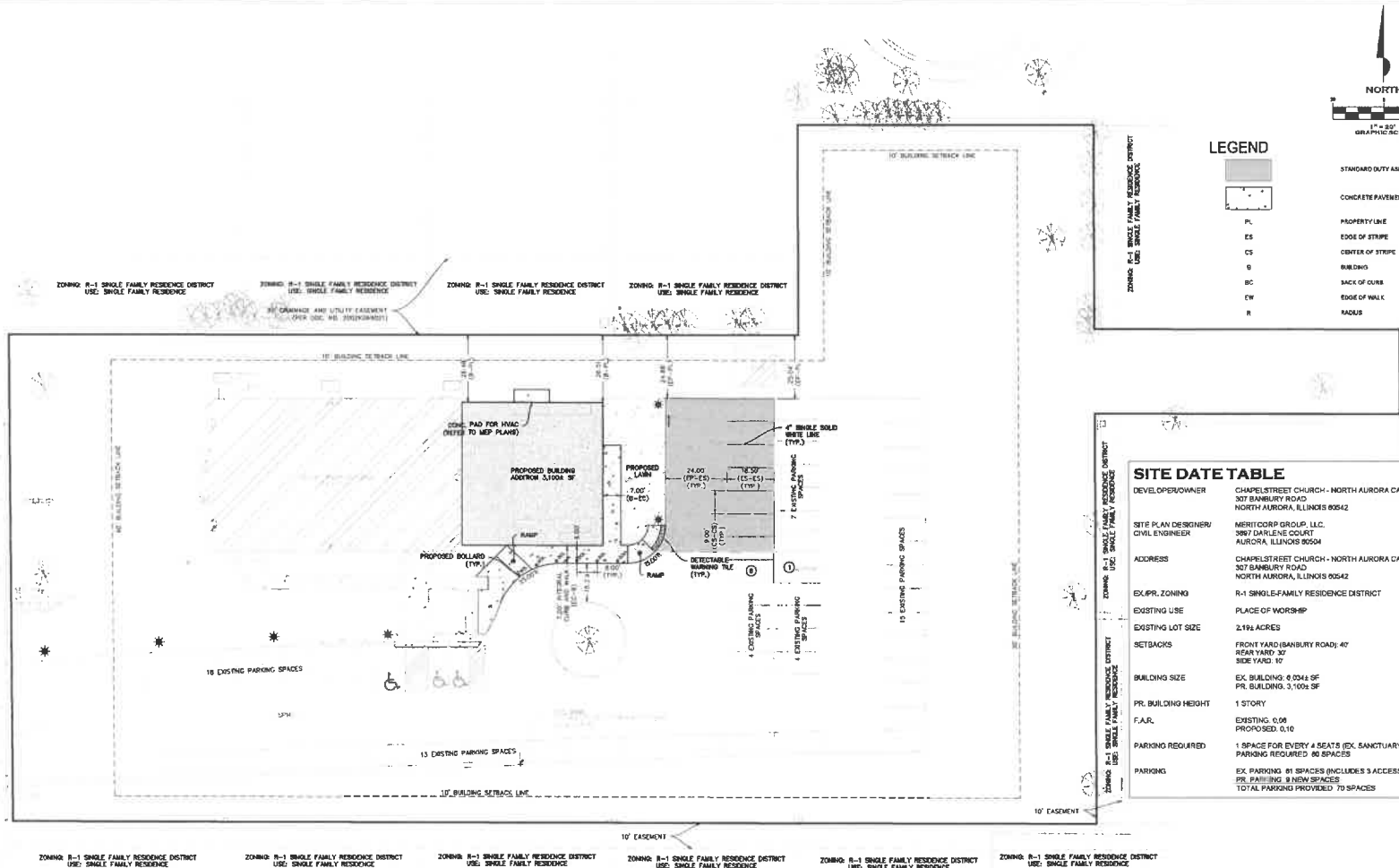


**LEGEND**

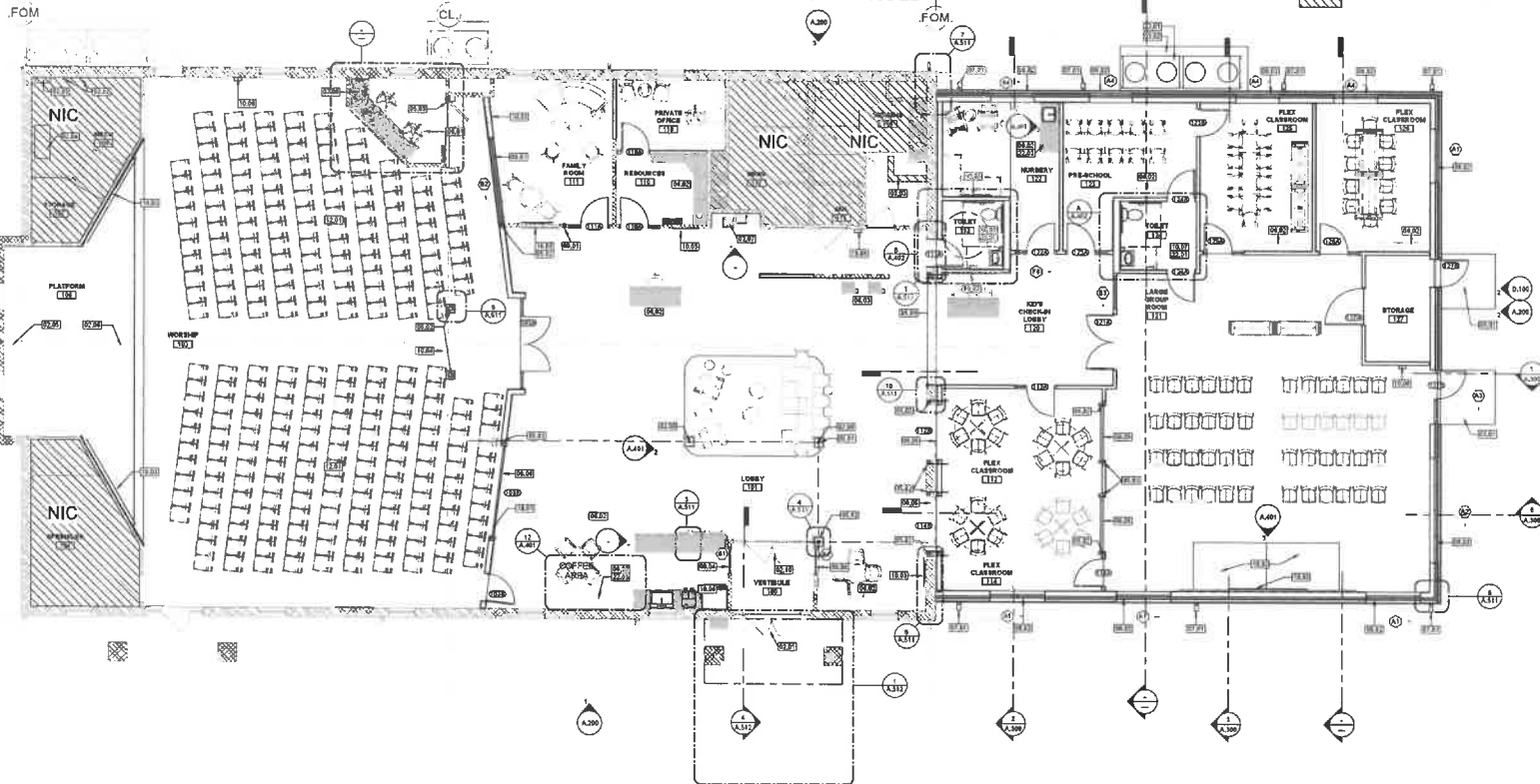
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPERTY LINE
- EDGE OF STRIPE
- CENTER OF STRIPE
- BUILDING
- BACK OF CURVE
- EDGE OF WALK
- RADIUS

**SITE DATE TABLE**

DEVELOPER/OWNER	CHAPELSTREET CHURCH - NORTH AURORA CAMPUS 307 BANBURY ROAD NORTH AURORA, ILLINOIS 60542
SITE PLAN DESIGNER/ CIVIL ENGINEER	MERITCORP GROUP, LLC 3897 DARLENE COURT AURORA, ILLINOIS 60504
ADDRESS	CHAPELSTREET CHURCH - NORTH AURORA CAMPUS 307 BANBURY ROAD NORTH AURORA, ILLINOIS 60542
EXPLR. ZONING	R-1 SINGLE-FAMILY RESIDENCE DISTRICT
EXISTING USE	PLACE OF WORSHIP
EXISTING LOT SIZE	2.191 ACRES
SETBACKS	FRONT YARD (BANBURY ROAD): 40' REAR YARD: 30' SIDE YARD: 10'
BUILDING SIZE	EX. BUILDING: 4,034 SQ. FT. PR. BUILDING: 3,100 SQ. FT.
PR. BUILDING HEIGHT	1 STORY
F.A.R.	EXISTING: 0.06 PROPOSED: 0.10
PARKING REQUIRED	1 SPACE FOR EVERY 4 SEAT'S (EX. SANCTUARY: 237 SEAT'S) PARKING REQUIRED: 60 SPACES
PARKING	EX. PARKING: 81 SPACES (INCLUDES 3 ACCESSIBLE SPACES) PR. PARKING: 80 NEW SPACES TOTAL PARKING PROVIDED: 70 SPACES



6090 SF EXISTING BUILDING  
5000 SF INTERIOR REMODEL  
NEW CONSTRUCTION 3100 SF



1 MAIN LEVEL FLOOR PLAN  
3/16" = 1'-0"

**ARCHITECTURE PLAN NOTES**  
DIVISION 05 - EXISTING CONDITIONS  
05.01 EXISTING EXTERIOR AL STOREFRONT DOOR  
05.02 EXISTING EXTERIOR AL STOREFRONT DOOR  
05.03 EXISTING ELECTRICAL PANELS, SEE ELECTRICAL  
DRAWINGS FOR MORE INFORMATION.  
05.04 EXISTING FIBER ALARM PANEL  
05.05 EXISTING WATER APPURTELS, SEE LOCATIONS  
05.06 EXISTING SATISFACTORY TO REMAIN.

DIVISION 05 - CONCRETE  
05.01 NEW CONCRETE STOP AND BEVELS  
05.02 NEW CONCRETE PAD FOR MECHANICAL UNITS,  
COORDINATE SIZE AND LOCATION WITH  
MECHANICAL.  
05.03 PATCH AND REPAIR OF EXISTING CONCRETE  
FLOOR DUE TO UTILITY COLUMBOS LINE  
CONSTRUCTION.

DIVISION 05 - METAL  
05.01 NEW FRAMED COLUMN WRAP  
05.02 NEW COLUMN, SEE STRUCTURAL DRAWINGS  
05.03 NEW HALL (HALL) LOCATION, RELOCATE EXISTING  
HALL DOOR.  
05.04 NEW CANOPY PORTS

DIVISION 05 - WOOD & PLASTICS  
05.01 EXISTING TECH BOOTH TO REMAIN.  
05.02 ALTER EXISTING NEW OPEN TECH BOOTH &  
FLOORING IN SIMILAR LOCATION  
05.03 NEW CUBICLE STALLS, SEE ENLARGED  
PLAN/ELEVATION SHEETS  
05.04 NEW CUBICLE STALLS, SHOWN IN  
ENLARGED PLAN/ELEVATION SHEETS

DIVISION 07 - THERMAL & MOISTURE PROTECTION  
07.01 EXTERIOR DOWNSPOUT DOWN TO STORM  
SYSTEM

DIVISION 08 - OPENINGS  
08.01 NEW INTERIOR 16" WINDOW  
08.02 NEW EXTERIOR STOREFRONT WINDOW  
08.03 NEW INTERIOR 16" WINDOW FRAME  
08.04 NEW EXTERIOR GARAGE DOOR WITH GLAZING  
08.05 NEW EXTERIOR GARAGE DOOR WITH GLAZING

DIVISION 08 - FINISHES  
08.01 PATCH AND REPAIR FRAMES AND WALL TO  
ACCOMMODATE NEW COLUMN LOCATION

DIVISION 10 - EQUIPMENT  
10.01 "ALTE" WHITE NEW OPERABLE PARTITION,  
SUPPORT AS REQUIRED  
10.02 PORTABLE SOUND PITCH PLATFORM RIGS  
10.03 MONITOR, PROVIDE POWER AND BLOCKING  
10.04 MONITOR ABOVE (CEILING BOFFIT), PROVIDE  
POWER AND BLOCKING  
10.05 FIRE EXTINGUISHER CABINET, SURFACE  
MOUNTED - SEE SPEC FOR ELEVATIONS  
10.06 NEW TOILET ACCESSORIES TO INCLUDE GRAB  
BARS, SOAP DISPENSER, TOILET PAPER  
DISPENSER, MIRROR

DIVISION 12 - FURNITURE  
12.01 COMBINATION OF EXISTING AND NEW STACK  
CHAIRS

DIVISION 12 - FURNISHING  
12.01 NEW TOILET AND SINK  
12.02 NEW DRAIN STAINLESS STEEL SINK

DIVISION 12 - HVAC  
12.01 NEW MECHANICAL UNITS, COORDINATE SIZE AND  
LOCATION WITH MECHANICAL.

**GENERAL ARCHITECTURAL NOTES**

- PATCH, REPAIR AND PREP, EXIST. CONCRETE  
FLOOR FOR NEW FLOOR FINISH, CLEAN OUT,  
CONTRACT, JOINTS AND CRACKS AS REQUIRED.
- PATCH & SEAL OPENINGS AT PIPE PENETRATIONS,  
MAINTAIN FIRE RATINGS.
- FRAME ALL OPENINGS FOR MECHANICAL, DUCTS,  
TRANSFER GRILLS OR EQUIPMENT, INSTALL DOWNS  
AND SEAL, COORDINATE WITH MECH. CONTRACTOR,  
MAIN FLOOR FINISHES.
- HVAC WALL PENETRATIONS: ALL WALL  
PENETRATIONS TO BE COORDINATED WITH HVAC  
CONTRACTOR, SEE MECHANICAL FOR LOCATION  
OF OPENINGS AND QUANTITIES.
- REFER TO DIMENSION PLANS FOR PARTITION  
DETAILS.
- REFER TO FINISH PLANS FOR FINISHES.
- REFER TO FURNITURE PLAN SHEET FOR FURTHER  
INFORMATION.

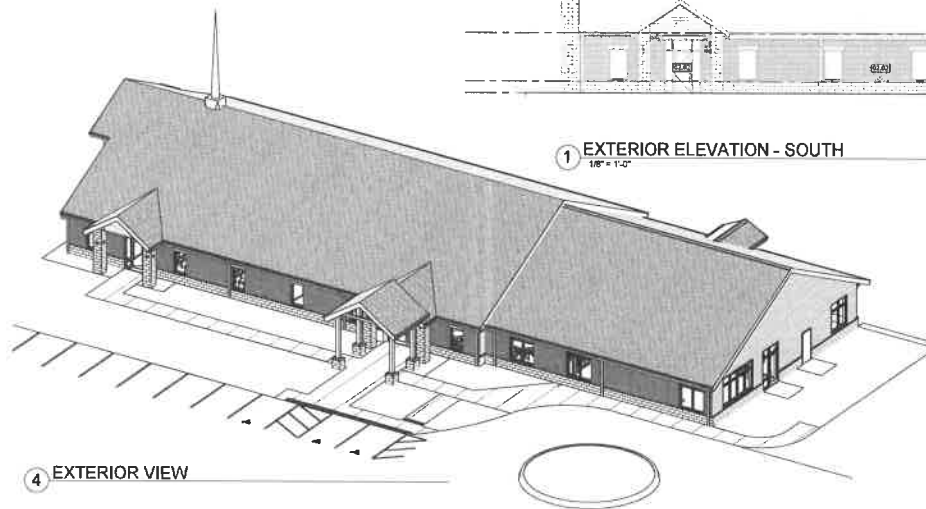
**ASPEN GROUP**  
9645 Lincoln-Way Lane Suite 201, Frankfort, IL 60423  
**CHAPELSTREET -**  
**NORTH AURORA CAMPUS**  
307 Banbury Road, North Aurora, IL 60042



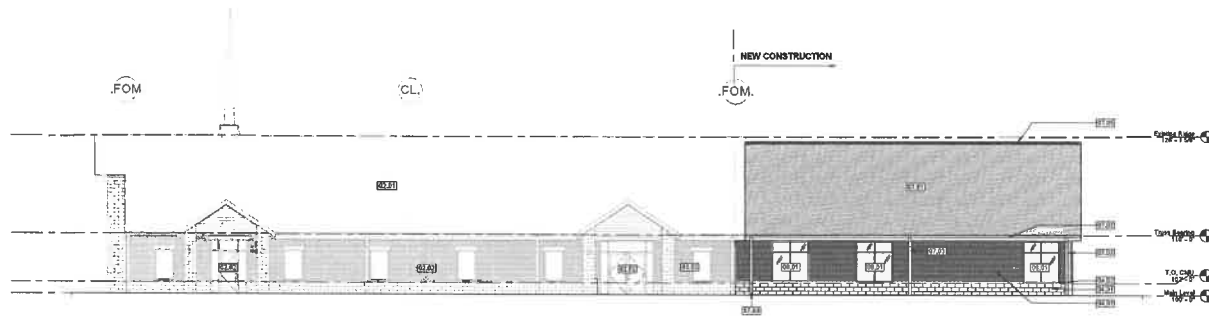
**PRE GP SET**

REVISIONS			
No.	Date	By	Description
01	04/28/2020	DA	ADDITION SET (EAT)
02	05/26/2020	DA	FINISH SET RELEASE

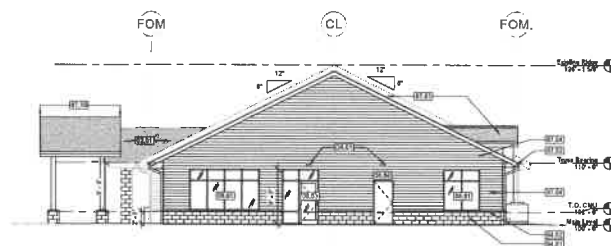
**MAIN LEVEL FLOOR PLAN**  
**A.100**  
9645 PROJECT # 11-2004-03



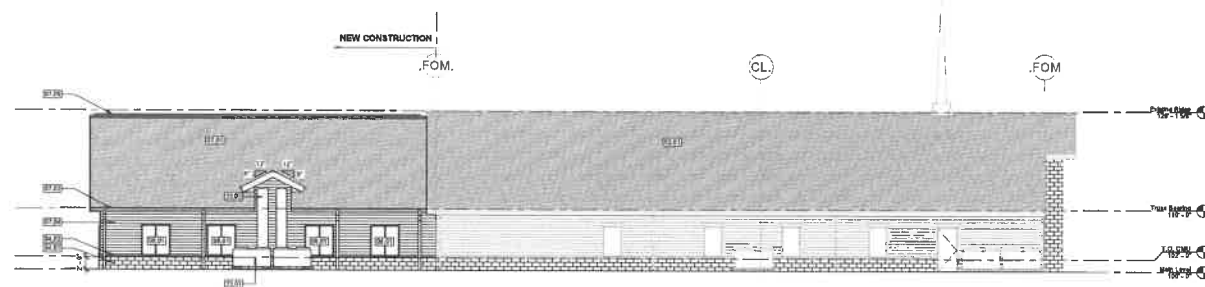
4 EXTERIOR VIEW



1 EXTERIOR ELEVATION - SOUTH  
1/8" = 1'-0"



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



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

# CHAPEL STREET CHURCH

## EXTERIOR ELEVATION NOTES

- REVISION 01 - EXISTING CONDITIONS  
02.01 EXISTING ROOF TO REMAIN.  
02.02 EXISTING TO REMAIN.
- REVISION 04 - MASONRY  
04.01 BRICK FACE CHALK EXISTING COLOR AND  
04.02 NEW PRECAST BRICK MATCH EXISTING COLOR AND  
04.03 NEW BRICK VENEER COLOR SIZE AND STYLE TO  
MATCH EXISTING.
- REVISION 07 - THATCH & MOISTURE PROTECTION  
07.01 NEW 2X6 FASCIA & 2X6 MOISTURE PROTECTION  
07.02 NEW 2X6 FASCIA & 2X6 MOISTURE PROTECTION  
07.03 NEW 2X6 FASCIA & 2X6 MOISTURE PROTECTION  
07.04 NEW 2X6 FASCIA & 2X6 MOISTURE PROTECTION  
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07.99 NEW 2X6 FASCIA & 2X6 MOISTURE PROTECTION  
08.00 NEW 2X6 FASCIA & 2X6 MOISTURE PROTECTION

NOTE: MASONRY CONTRACTOR SHALL PROVIDE  
MASONRY EXPANSION JOINTS PER ASTM  
STANDARDS.

**ASPEN GROUP**  
9645 Lincoln Way Lane Suite 201 Frankfort, IL 60423

**CHAPEL STREET -  
NORTH AURORA CAMPUS**  
307 Banbury Road, North Aurora, IL 60542

EXP. 11/21

REVISIONS			
No.	Date	By	Description
1	04/20/20	ALBANY	PRELIMINARY SET
2	04/20/20	ALBANY	PRELIMINARY SET
3	04/20/20	ALBANY	PRELIMINARY SET
4	04/20/20	ALBANY	PRELIMINARY SET
5	04/20/20	ALBANY	PRELIMINARY SET
6	04/20/20	ALBANY	PRELIMINARY SET
7	04/20/20	ALBANY	PRELIMINARY SET
8	04/20/20	ALBANY	PRELIMINARY SET
9	04/20/20	ALBANY	PRELIMINARY SET
10	04/20/20	ALBANY	PRELIMINARY SET

EXTERIOR ELEVATIONS  
**A.200**  
ASPEN PROJECT # 11-100442



# NOT FOR CONSTRUCTION

## PLANTING GENERAL NOTES:

1. Plantings and landscape elements shall comply with engineering standards, public r.o.w. visibility requirements.
2. Refer to Village of North Aurora Zoning Ordinance, Chapter 14 and 16 for placement of plant material. Consult with landscape architect if conditions exist that contradict placement of plant material according to the Village's Ordinances.
3. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock (ANSI z60.1-2004).
4. Tree planting shall comply with details herein and the Village of North Aurora Landscape Ordinances.
5. Tree pits shall be tested for water percolation. If water does not drain out of tree pit within 24 hours, the tree shall be moved or drainage shall be provided.
6. Seed limit lines are approximate. Seed to limits of grading and disturbance. Contractor responsible for restoration of any unauthorized disruption outside of designated construction area at no additional cost to the owner.
7. The contractor is responsible for erosion control for all native site topsoil, plant beds, and in all landscaped and seeded areas. Provide temporary erosion control blanket for all seeded areas that exceed 4:1 slopes.
8. Native site topsoil shall be laboratory tested by an accredited laboratory and amended per said laboratory's recommendations.
9. All planting beds to receive 12" min. amended topsoil. Amend with soil conditioner similar to Midwest Trading Midwest Landscapers Pro One per manufacturer recommendations or approved equal. All distu/bed turf seed areas to maintain or receive 6" min. topsoil.
10. Tree mulch rings in turf areas are 5 foot diameter, typical. Contractor shall provide a mulch ring around all existing trees within the limit of work. Remove all existing grass from the area to be mulched and provide a typical v-trench edge at perimeter of the beds. Mulch to be shredded hardwood bark.
11. Bedlines are to be spade cut to a minimum depth of 3 inches, unless otherwise shown on the plans. Curved bedlines are to be smooth and not segmented.
12. Plants and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn and specified. Notify Landscape Architect of any discrepancies. No additional payments will be made for materials required to complete the work as drawn and specified.

No.	Date	By	Description

CONSULTANT LOG

SEAL

CHapelSTREET  
NORTH AURORA CAMPUS  
307 Barbary Road, North Aurora, IL 60142

SHEET TITLE  
Landscape Plan

ASPEN GROUP  
3645 Cassin Road, Suite 201  
Franklin, IL 60143

DRAWN BY  
SHEET

L.100

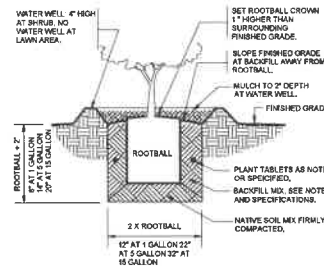
ASPEN PROJECT # 23-100423

## PLANTING SCHEDULE:

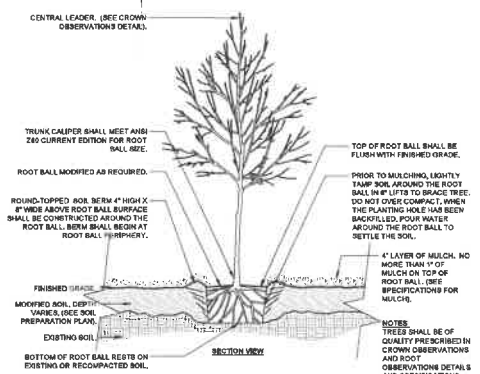
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	ACE A12	Acer x freemanii "Jeffers"	Aurum Blaze Maple	2.5' Cal.	B&B
	GIN P50	Quercus bicolor "Princeton Sentry"	Princeton Sentry Maidenbark Tree	2.5' Cal.	B&B
	PLA EXC	Platanus x excelsa "Excelsation" TM	Excelsation London Plane Tree	2.5' Cal.	B&B
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	ARO ABR	Aronia arbuticola "Brilliantissima"	Brilliant Red Chokeberry	5 gal.	Pot
	CAL KAR	Calamagrostis x scutellera "Karl Foerster"	Feather Reed Grass	1 gal.	Pot
	LON RV	Diervilla x "G2085544" TM	Kodiak Orange Honeyuckle	5 gal.	Pot
	HYD DBS	Hydrangea paniculata "Bombehall"	Bombehall Hydrangea	5 gal.	Pot
GROUND COVER	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
	TUR SEE	Turf Seed		seed	



2 SHRUB PLANTING  
1" = 1'-0"



1 TREE W/ BERM (EXISTING SOIL MODIFIED)  
1/2" = 1'-0"





# ASPEN GROUP

## STANDARDS FOR SPECIAL USES

Chapelstreet Church

307 Banbury Road, North Aurora, IL

2020-10-26

1)The proposed special use is authorized for R-1 Residential zoning district. The proposed use is consistent with what is currently existing on the site. The previous owner was a church-assembly, and the new owner with proposed site improvements will also be a church-assembly.

2)The proposed special use is vital for public convenience as providing a space for worship for the surrounding neighborhood. The use provides an important part of the fabric of societal culture.

3)The proposed special use will not cause hardship to the surrounding area as the facility creates opportunity. Ministry programs aide areas of the community that suffer form poverty, violence, and neglect. The church is a sanctuary for those seeking mental healing and guidance. All of this impacts the welfare of the community in a positive way. As for parking, the ability to maintain the agreement with Schneider Elementary allows the church to avoid parking in neighborhoods and parking along thoroughfares. This would avoid costly impacts to the Village in the form of law enforcement the few times a year the church requires additional parking capacity beyond the 1:4 ratio.

4)The project scope is in conformance with village codes, regulations, and most notably the Comprehensive Plan. The church will assist in future growth to help North Aurora retain the characters and goals described in the plan. The church property will help make the area more welcoming, walkable, encouraging, agile to the movements of future plans.

5)The existing building and surrounding residential homes are comprised of shingle roofs, siding and brick facades, and relatively modest window openings. The new structure will maintain said materials. The new structure, as designed in the documents, will be construction of shingle roof, brick and siding facades with a concrete block masonry wainscoting. It can be concluded that new improvements will not significantly depart from existing character of the general facility.

6)As discussed previously in item #3, the church will work through its ministries to advance the causes of safety and welfare throughout the community. The church will upkeep the property and ensure that home values are not affected



through any situation of disrepair with the property. The church contains many other sites in the area that are maintained to high standards of property management.

7) Proposed special use as a church is a building type readily found in residential neighborhoods and would be compatible with adjacent housing/residential properties.

8) Under normal conditions, the church will be able to contain all vehicular parking on site. The surrounding thoroughfares are low speed. There is an adjacent school with school zones. The surrounding area is accustomed to caution in the immediate vicinity. The church's volume on Sundays would not cause danger traffic movements with the low vehicular traffic in the area.

9) The proposed sanctuary will require 60 parking spaces. There are 61 existing parking stalls. The new scope of work will place the number at 70 parking spaces total.

10) The site contains existing utilities, drainage, road access and public safety. All will remain as such. The new addition will not substantially affect any of these infrastructural systems. The previous church structure was demolished by a fire emergency event years ago and an existing slab remains on site. That slab will be demolished as part of the project. The area of that slab will be replaced with a new impervious structure of relative size. Therefore, impervious area will not substantially increase.

11) The proposed site improvements conforms to applicable regulations of zoning and ordinances as set forth by the Village of **North Aurora**.

Thanks,

Marcos Rodriguez

Project Architect

END OF LETTER

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

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

---

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 7 OF  
THE NORTH AURORA ZONING ORDINANCE TO ALLOW FOR THE EXPANSION OF A  
PLACE OF WORSHIP AT 307 BANBURY ROAD IN THE VILLAGE OF NORTH AURORA,  
ILLINOIS**

---

Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2021

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_.

Signed \_\_\_\_\_

VILLAGE OF NORTH AURORA

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

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 7 OF  
THE NORTH AURORA ZONING ORDINANCE TO ALLOW FOR THE EXPANSION OF A  
PLACE OF WORSHIP AT 307 BANBURY ROAD IN THE VILLAGE OF NORTH AURORA,  
ILLINOIS**

**(Petition #20-08; 307 Banbury Road)**

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

**WHEREAS**, the property located at 307 Banbury Road North Aurora, Kane County, Illinois the (“Subject Property”) (as legally described below) is zoned R-1 Single Family Residence District; and,

**WHEREAS**, an application has been filed by Marcos Rodriguez the (“Applicant”), requesting approval of a special use to allow for the expansion of a Place of Worship at the Subject Property; and

**WHEREAS**, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on December 1, 2020, pursuant to appropriate legal notice; and,

**WHEREAS**, the Plan Commission has considered all of the factors required for the determination of a special use the expansion of a Place of Worship in the Zoning Code and filed its recommendations with the President and Board of Trustees recommending approval of the special use described herein; and,

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

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

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

**SECTION 2:** That a special use for the expansion of a Place of Worship is hereby granted for the Subject Property, subject to the limitations in Section 3 below and the conditions specified in Section 4 below.

**SECTION 3:** That this Ordinance is restricted to the Subject Property located at 307 Banbury Road, North Aurora, Illinois, legally described as follows:

## VILLAGE OF NORTH AURORA

THAT PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS : BEGINNING AT THE NORTHWEST CORNER OF UNIT ONE, TWIN OAKS SUBDIVISION, THENCE SOUTH 88° 55' EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 425.73 FEET; THENCE NORTH 1° 05' EAST 161.34 FEET, THENCE SOUTH 88° 55' EAST 120.00 FEET; THENCE NORTH 1° 05' EAST, A DISTANCE OF 33.00 FEET; THENCE NORTH 88°55' WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 1; 05; EAST, A DISTANCE OF 80.66 FEET, THENCE NORTH 88° 55' WEST 115.73 FEET, THENCE SOUTH 1° 05' WEST 83 FEET, THENCE NORTH 88° 55' WEST TO THE CENTER OF BANBURY ROAD, THENCE SOUTH 1° 05' WEST ALONG SAID CENTER LINE 192 FEET TO THE NORTH LINE EXTENDED WEST OF SAID UNIT ONE, TWIN OAKS SUBDIVISION, THENCE SOUTH 88° 55' EAST ALONG SAID EXTENDED NORTH LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Property Index Numbers: 12-34-330-003 & 12-34-401-034

**SECTION 4:** The Place of Worship special use granted by this Ordinance is subject to the condition that one (1) shade tree shall be provided at the north and south end of the easternmost parking aisle.

**SECTION 5:** Each and every provision of this Ordinance is severable from each and every other provision of this Ordinance; and if any provision of this Ordinance is deemed invalid and/or unenforceable, such provision shall be deemed severed from this Ordinance, leaving each and every other provision in this Ordinance in full force and effect.

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

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

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

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

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

ATTEST:

\_\_\_\_\_  
Natalie Stevens, Deputy Village Clerk

**ORDINANCE NO.**

**ORDINANCE APPROVING THE SITE PLAN  
FOR THE PROPERTY LOCATED AT 307 BANBURY ROAD  
IN THE VILLAGE OF NORTH AURORA**

**WHEREAS**, the North Aurora Plan Commission has reviewed the site plan for the property located at 307 Banbury Road (hereinafter the “Property”) pursuant to the application for site plan review filed by Marcos Rodriguez for the Property; and

**WHEREAS**, the North Aurora Plan Commission has considered the site plan for the Property in light of the general standards and specific standards for site plan review set forth in Title 17 (Zoning), Chapter 4, Section 4.4 (Site Plan Review), Subsection A and Subsection D of the North Aurora Code; and

**WHEREAS**, the North Aurora Plan Commission made a formal recommendation of approval for the site plan at their December 1, 2020 meeting.

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The North Aurora Board has considered the Plan Commission recommendation and all of the general and specific site plan standards set forth in Title 17, Chapter 4, Section 4.4 of the North Aurora Code and finds that all of the standards have been satisfied.
3. The site plan in the form attached hereto and incorporated herein by reference as Exhibit “A”, the building elevation plans in the form attached hereto and incorporated herein by reference as Exhibit “B” and the landscape plan in the form attached hereto and incorporated herein by reference as Exhibit “C” is hereby approved.
4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County,  
Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, A.D.

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

ATTEST:

\_\_\_\_\_  
Natalie Stevens, Deputy Village Clerk



EXHIBIT "A" – SITE PLAN

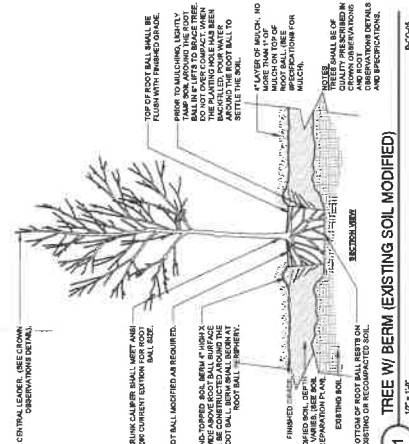


EXHIBIT "B" – BUILDING ELEVATION PLANS



EXHIBIT “C” – LANDSCAPE PLAN

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TREE W/ BERM (EXISTING SOIL MODIFIED)

TREE W/ BERM (EXISTING SOIL MODIFIED)

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

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** TAX INCREMENT FINANCING FAÇADE GRANT – 12 JOHN STREET  
**AGENDA:** JANUARY 4, 2021 REGULAR VILLAGE BOARD MEETING

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### **ITEM**

Resolution approving Route 31 TIF Façade Grant Funding in the amount of \$12,216 to the property located at 12 John Street, North Aurora, Illinois

### **DISCUSSION**

The North Aurora Tax Increment Financing Grant Program (NATIFGP) provides financial assistance to commercial property owners to make building, landscaping and signage improvements within the TIF district. The NATIFGP offers reimbursement up to 50% of the cost of improving storefronts, building facades and site enhancements up to \$20,000.

Share and Care, located at 12 John Street, is requesting \$12,216 (total project cost \$24,432) in NATIFGP funding for a covered entryway and four window canopies. Staff notes that the same property owner received NATIFGP funds in 2015 for miscellaneous façade improvements, but those improvements did not include the proposed scope of work.

Staff has reviewed the submittal information for eligibility and the above requested project meets the established criteria for the NATIFGP. The minimum of two bids were provided and are included with the application packet. The applicant has already received a building permit for the proposed work.

The Village Board discussed this item at the December 21, 2020 Committee of the Whole meeting. The Board stated that it is a good sign to see business owners taking advantage of the TIF Façade Grant Program and investing in their property during the pandemic.

**VILLAGE OF NORTH AURORA  
TAX INCREMENT FINANCING DISTRICT GRANT PROGRAM  
Application Form**

**1. Application information**

Date: 12-01-20

Loan Amount Requested: \$ 12,216<sup>00</sup> Total Project Cost: \$ 24,432<sup>00</sup>

Name: Suzanne Starble

Home address: 13 Hawthorne Dr. North Aurora  
IL 60542

Email Address: Suzanne2@aol.com

Phone: 630 997-0500 Fax: 630 892-1016

**2. Business information (the building or establishment for which the grant is sought)**

Name: Share & Care Learning Center, Inc

Address: 12 John St

Email Address: shareandcarelearning@gmail.com

Phone: 630 892-2818 Fax: 630 892-1016

Applicant is: Owner ☒ Tenant ☒ If tenant, term of lease: \_\_\_\_\_

If tenant, name & phone of owner: 12 John LLC

**3. Proposed use of program:**

\_\_\_\_ Canopy/awning

\_\_\_\_ Signage

\_\_\_\_ Windows/doors

\_\_\_\_ Exterior lighting

\_\_\_\_ Painting/tuck pointing

\_\_\_\_ Restoration of architectural feature

\_\_\_\_ Landscaping

\_\_\_\_ Exterior ADA accessibility

☒ Other (please specify) exterior entrance renovate



**4. Breakdown of Project:**

	Estimated Amount	Description of Work
A. \$	(see print out)	
B. \$		
C. \$		
D. \$		

**TO COMPLETE THIS APPLICATION, PLEASE ATTACH THE FOLLOWING INFORMATION TO FURTHER DESCRIBE THE PROPOSED PROJECT:**

- Preliminary cost estimates (typically a copy of itemized contractor estimates/quotes). ✓
- Site plan and elevation drawn to scale, with scale(s) noted, illustrating the proposed improvements. Proposed materials, colors, finishes and details, including signage (if any). ✓
- Elevations of any façade proposed to be drawn to a scale of a least 1.8": 1'; each elevation drawing should include notations of proposed materials, colors, finishes, and details. The drawing should clearly show proposed signage (if any). ✓
- Clear and identifiable photographs, at least 5"x7" in size, of the building facades and facades of buildings on the same block. If more than one façade is proposed for renovation, photographs of each façade and buildings on the same block should be submitted. ✓

**5. Statement of Understanding:**

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Village of North Aurora Tax Increment Financing District Grant Program and the conceptual design and outline specifications as agreed to by the applicant and the grantor.
- B. The applicant understands that the applicant must submit detail cost documentation, copies of building permits, bids contracts and invoices and contractor's final waivers of lien upon completion of the approved improvements.

Applicant's Signature\*:



Date:

12-01-20

If the applicant is other than the owner, the following line must be completed:

I certify that I, the owner of the property at 12 John St., do authorize the applicant to apply for a grant under the Village of North Aurora Tax Increment Financing District Grant Program and to undertake the approved improvements.

Lease beginning date: Jan 1, 2017 Lease ending date: Dec 31, 2022 *renew in 5 yrs. (extend to 2027)*  
Owner's signature\*: [Signature] Date: 12-01-20

\*By signing above, the applicant and owner agree to abide by all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout including the Illinois Prevailing Wage Act. The grantee or entity awarded funding will be required to submit certified payroll to the Village of North Aurora on a monthly basis for the work being performed under the grant and/or redevelopment agreement if said grant or redevelopment agreement funding is being used for the purchase of labor for the materials or services being rendered.

**Return completed application form to:**

**Scott Buening  
Community Development Director  
Village of North Aurora  
25 East State Street  
North Aurora, IL 60542**

**For Office Use Only**

Date application received: 12/2/20 Zoning: B-3

Minimum of two cost estimates for each work item: Yes ☒ No ☐

Ineligible improvements, if any: \_\_\_\_\_

Grant Approved Date: \_\_\_\_\_ Grant Denied Date: \_\_\_\_\_

Total estimated project cost: \$ \_\_\_\_\_ Reason: \_\_\_\_\_

Percent applied for grant: \_\_\_\_\_

Total amount of grant: \$ \_\_\_\_\_

613 Franklin street  
Batavia, IL 60510  
Phone: (630-514-4208)  
onemanoneproject@gmail.com

# One Man One Project Construction Consulting

Share & Care Learning Center Inc  
12 John St  
North Aurora, IL  
60542

DATE 11/30/2020

(630) 892-2818

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Work per plan by Robert M Akers 3 pages Dated 11/13/2020

Excavate and install two 8" piers	\$1,286.00	One Man
Four steel canopies powered coated paint.	\$4,000.00	Structural Strategies
Install canopies with fasteners and lift	\$1,500.00	One Man
Wood structure material	\$6,482.00	Hines Lumber
Metal fasteners and clips weather shield	\$610.00	3 locations
Labor	\$5,250.00	One Man
Metal Roof and trims	<u>\$3,500.00</u>	Complete Mechanical
Sub-total	\$22,628.00	
OHP / General conditions / Supervision	<u>\$1,810.00</u>	One Man
Total	\$24,432.00	

All amounts are to be paid by owner direct to contractor.  
Payment in full required to order lumber. One-week delivery.  
Need metal roof selection.  
I would pour concrete this Saturday.

## **Share and Care Learning Center Awnings and Entry Roof.**

Submitted to:  
Share & Care Learning  
Center Inc  
12 John St  
North Aurora, IL 60542  
(630) 892-2818  
Page 1 of 2

Johnson Carpentry & Service  
Mike Johnson  
P.O.Box 332  
Lafox, IL 60147  
630-460-9793

### **NOTE:**

- Due to the uncertain times some material included in this quote may be subject to supply interruptions, quickly changing market conditions, or uncontrollable disruptions. Please be advised that pricing and product availability may be subject to change until further notice.
- Quote includes labor and materials for Concrete and wood structure.

### **Wood Structure**

- Dig and pour 8"x42" footings
- Supply and install entire wood structure including decking.
- Lead time is 8 days

### **Subcontractors**

- Supply and install painted metal awnings
- Supply and install metal roof and trim.
- Lead time is 3 weeks

**Cleaning**

- Work area will be cleaned up after each phase of the work.
- All my construction debris will be removed and disposed of properly into dumpster on site supplied by others.

**Pricing**

- Total cost complete \$26,800.00
- Terms: 30% down balance upon completion.

If you have any questions, please call 630-460-9793  
Thank you,  
Mike Johnson











[illegible][illegible]

**CODE REQUIREMENTS:** Village of North Aurora, IL  
WITH ALL VILLAGE AMENDMENTS

**BUILDING CODES:** INTERNATIONAL BUILDING CODE, 2009  
INTERNATIONAL MECHANICAL CODE, 2009  
"BOCA" NATIONAL FIRE PROTECTION CODE, 2009  
ILLINOIS STATE PLUMBING CODE, 2014  
ILLINOIS ENERGY CONSERVATION CODE, 2018  
NATIONAL ELECTRICAL CODE, 2008

T1.0 - TITLE SHEET  
A1.0 - SITE PLAN, PIER PLAN, FLOOR PLANS, & GEN. NOTES  
A2.0 - EXTERIOR ELEVATIONS, TYP. WALL SECT. & DETAILS

**LOCATION MAP**  
NOT TO SCALE



**CANOPY DETAILS**  
**NOT TO SCALE**

## 2 CANOPY CONNECTION

**WEST ELEVATION**  
**SCALE: 1/4" = 1'-0"**

① **TYP. ENTRY SECTION**  
SCALE: 1/2" = 1'-0"

**NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"

# -BUILDING- PERMIT

## VILLAGE OF NORTH AURORA

Issued By Paul Zabel

Date Issued 25 Nov 2020

Subdivision N/A

Lot No. Not Available

JOB ADDRESS	PARCEL #
12 JOHN ST, NORTH AURORA, IL 60542-1607	1504276002

**NOTICE – Prior to commencement of work, this permit card shall be displayed on the building or property for which it is issued. The permit card shall be located in a conspicuous location at the address listed above and it shall be visible from the street. The permit card must remain posted until the work is completed and the inspections have been performed. All approved plans and documents regarding this permit shall be available for any / all inspections. Approved plans and documents may be stamped with a “PERMIT COPY” label for proper identification.**

Permit Applicant ONE MAN ONE PROJECT,

Property Owner(s) SHARE AND CARE LEARNING CENTER, INC.,

Work Performed Entry Cover (Share & Care Learning Center)

**NOTE:**      *Required Inspections – listed on the back*

# -BUILDING- PERMIT

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***PLEASE CALL 630-897-1457, EXTENSION 222 OR 259 TO SCHEDULE ALL INSPECTIONS.  
(24 hour notice is required for inspections) – (48 hour notice is required for all plumbing inspections)***

## **REQUIRED INSPECTIONS**

- Final Inspection

***Failure to obtain the required inspections shall constitute a violation of the building code.***

***A "Certificate of Occupancy" must be issued prior to occupying any building.***

**The following conditions herein listed will be observed in execution of this permit. Failure to observe these conditions may result in fine or fee, cancellation of the permit, or other punitive measures.**

**AT NO TIME SHALL ANY MATERIALS BE PLACED IN THE STREET.  
VIOLATIONS ARE SUBJECT TO FINES.**

**PERMIT NUMBER****PRNR20201100906****Building Permit**

Village of North Aurora

**STATUS**PERMIT(S)  
ISSUED**PERMIT**COMMERCIAL  
BUILDING**DATE ISSUED**

11/25/2020

JOB ADDRESS			PARCEL #		
12 JOHN ST, NORTH AURORA, IL 60542-1607			1504276002		
Subdivision	Lot	Sq. Ft.	Water Meter	# Car Garage	# Bedrooms
N/A					
Description of Work			Fee	Improvement Cost	Valuation
Entry Cover (Share & Care Learning Center)			\$305.76	\$15,000.00	\$0.00

**CONTACTS: ( Name, Address, City, State, Zip, Phone )**

**PROPERTY OWNER:** SHARE AND CARE LEARNING CENTER, INC., 12 JOHN ST, NORTH AURORA, IL 60542-0542, (630) 997-0500

**APPLICANT:** ONE MAN ONE PROJECT, 613 FRANKLIN STREET, BATAVIA, IL 60510, (630) 514-4208

**CONTRACTOR - GENERAL:** ONE MAN ONE PROJECT, 613 FRANKLIN STREET, BATAVIA, IL 60510, (630) 514-4208

**Scope of Work:**

Other - Exterior Improvement QTY

**FEES:**Amount & Type**\$273.00****GENERAL BUILDING FEE (COST-BASED)****\$32.76****PLAN REVIEW - STAFF**

**RESOLUTION No.**

**RESOLUTION APPROVING ROUTE 31 TIF FAÇADE GRANT FUNDING  
IN THE AMOUNT OF \$12,216 TO THE PROPERTY LOCATED AT 12 JOHN STREET, NORTH AURORA,  
ILLINOIS**

**WHEREAS**, the President and the Board of Trustees established the Route 31 Tax Increment Financing District by Ordinance No. 02-08-12-03, passed on August 12, 2002, and have approved a Façade Grant Funding Program for the properties in the Route 31 TIF District;

**WHEREAS**, an application has been filed requesting façade grant funding for the property located at 12 John Street in the Village of North Aurora in the amount of \$12,216 for certain eligible improvement costs; and

**WHEREAS**, the President and the Board of Trustees find that granting the application would be consistent with the purposes of the Route 31 TIF District, meets the criteria for the Route 31 Façade Grant Program and is in the best interests of the Village of North Aurora.

**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. A façade grant in the amount of \$12,216 is hereby approved for the property at 12 John Street North Aurora, Illinois.

3. 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 \_\_\_\_\_, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, A.D.

\_\_\_\_\_  
Village President

ATTEST:

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



# Memorandum

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To: Mayor Berman & Trustees

CC: David Fisher, Chief of Police

From: Scott Buziecki, Deputy Chief of Police/Emergency Management Coordinator

Date: January 4, 2021

Re: EMA Ordinance update

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## **Issue**

The Village ordinance that governs emergency management and the intergovernmental agreement with the North Aurora Fire Protection District are outdated and in need of updating to match our current operations.

## **Discussion**

Ordinance 97-12 established a joint Emergency Services Management Agency with the North Aurora Fire Protection District. Essentially that ordinance and subsequent intergovernmental agreement established that emergency management functions for the Village would be coordinated by the Fire District, headquartered at Fire District facilities. In addition, they specified that the Emergency Management Coordinator (EMC) position would be chosen by the Mayor, after consultation with the Fire Chief.

In the subsequent decade, the duties of the EMC were neglected and little, if any, progress in the area of emergency management was made. In late 2011, I was chosen as the new EMC, reporting to the Police Chief, but as far as I can tell neither Ordinance 97-12 nor the Village Code (Chapter 2.48) were ever updated.

We need to clean up the Village Code to include that the EMC position is appointed by the Mayor, after consultation with the Police Chief and the position reports to the Police Chief. I would also suggest altering the name a bit, from “North Aurora Emergency Services Management Agency” to “North Aurora Emergency Management Agency,” which is standard in the Chicagoland area and the State of Illinois in general.

I’ve included marked up versions of Village Code Chapter 2.48, Ordinance 97-12, and the existing intergovernmental agreement for reference.

On October 28, 2020, the North Aurora Citizen Corps Council discussed this proposal and voted to move it to the Services Committee. On December 21, 2020, the Services Committee discussed this proposal and agreed to move it to the Village Board for consideration.

The proposal & proposed IGA was sent to the North Aurora Fire Protection District and on December 28, 2020, Deputy Chief Klemencic voiced the District's support, with no objections.

**Conclusion**

It is staff's recommendation to work with Village staff and legal counsel to update Village Code Chapter 2.48 as indicated and update the existing intergovernmental agreement.

# Memorandum

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To: Mayor Berman & Trustees

CC: David Fisher, Chief of Police

From: Scott Buziecki, Deputy Chief of Police/Emergency Management Coordinator

Date: January 4, 2021

Re: Operation under EMA name

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## **Issue**

Over the past few years, the operations of the North Aurora Community Emergency Response Team (CERT) have expanded beyond the original scope of the Federal Emergency Management Agency (FEMA) designed training program. The issue is should some of our volunteers continue to serve the Village under the title of Emergency Management Specialist and return the CERT program to a neighborhood organization, as it was originally intended?

## **Discussion**

The CERT program, under the training program designed by FEMA, focuses on disasters through these topical areas: Disaster Preparedness, Fire Safety, Disaster Medical Operations, Light (building) Search & Rescue Operations, CERT Organization, and Disaster Psychology. All of our volunteers have been trained in these areas and we do disaster simulation exercises at least annually (outside of postponements due to COVID).

But our community and first responders have additional needs on a routine basis that can be served by volunteers, such as traffic control, ground search & rescue, severe weather monitoring, and public sheltering, which are all core functions of traditional emergency management. We've already expanded into traffic control and ground search & rescue and have begun plans to do severe weather monitoring and public sheltering. The reasons are simple: (1) our community has a need for these functions, and (2) we are preparing our people to work in a potential future disaster by seasoning them working on routine incidents and emergencies. By doing so, they get experience by working under the Incident Command System, working with others first responders and emergency management agencies, and using radio communications assets, which are all immensely valuable skills for working in a disaster.

Because the CERT training program does not cover traffic control, ground search & rescue, severe weather monitoring, or public sheltering, we have provided appropriate training & practice for our volunteers and do not push them to perform a task they are not ready for.

Since these outside-of-CERT functions take up the majority of our time, I feel that we should use the appropriate name for them: Emergency Management. This would provide several benefits:

- Would bring us in line with industry norms as our nearby peers and we would operate under a name that matches the functions that we most often perform.
- Would allow us to tailor training for our volunteers for the job that they will do: Traffic & Crowd Control, Ground Search & Rescue, Shelter Operations, and Severe Weather Monitoring, which are all functions that are specified in our current & proposed EMA ordinance. Doing this would give us greater flexibility to recruit volunteers. For instance, we could recruit volunteers for shelter operations who are willing to take the one day course but not commit to the 7 week CERT course.
- Would be simpler for the public to understand what we do. Emergency Management is intuitively understandable but most people don't know what CERT means until you explain it.
- Finally, liability protections are written into Illinois Statute for emergency management. While I would argue this also currently applies to CERT activities, I feel more comfortable not having to explain what CERT is or how this section applies to our program.
  - *20 ILCS 3305/15 Immunity. Neither the State, any political subdivision of the state . . . or the agents, employees, or representatives of any of them, engaged in any emergency management response or recovery activities, while complying with or attempting to comply with this Act or any rule or regulations promulgated pursuant to this Act is liable for the death of or any injury to persons, or damage to property, as a result of such activity.*

As far as costs of such as change, in my judgement it would be minimal and could be absorbed into our existing budget. These are the initial costs:

- "Emergency Management" t-shirts & hats -- \$400
- Restriping the CERT car to say "Emergency Management" -- \$650

Not all existing CERT volunteers would become Emergency Management Specialists. Initial transfers would be those volunteers who are most active and perform core emergency management functions routinely, probably around ten. The other volunteers would remain in the CERT program as described below until they are more active and are performing core emergency management on more routine basis.

If we make this change, we would keep the CERT program, which would be our secondary group of volunteer responders, at the neighborhood level. We would continue to offer the training class and begin efforts to organize graduates into a neighborhood-level program. Going forward, we would offer quarterly training and the disaster exercise each year for our CERT volunteers and our current monthly CERT training would continue as emergency management training.

On October 28, 2020, the North Aurora Citizen Corps Council discussed this proposal and voted to move it to the Services Committee. On December 21, 2020, the Services Committee discussed this proposal and voiced their support, moving it on to the Village Board.

## **Conclusion**

It is staff's recommendation to operate under the Emergency Management title and move the CERT program to a neighborhood program.

ORDINANCE NO. ~~97-12~~ \_\_\_\_\_

**AN ORDINANCE ESTABLISHING AN ~~JOINT EMERGENCY -~~  
~~SERVICES-MANAGEMENT AGENCY WITH THE NORTH AURORA~~  
AND COUNTRYSIDE FIRE PROTECTION  
DISTRICT**

**WHEREAS**, the Illinois Emergency Management Agency Act (20 ILCS 3305/1 et. seq.) authorizes the establishment of local emergency services and disaster agencies to work in coordination with the Illinois Emergency Services and Disaster Agency and similar county agencies to service the emergency and disaster needs of the local population; and

**WHEREAS**, Chapter 2.48 of the North Aurora Municipal Code (Emergency Services) was established by Ordinance No. 8397-1312, being an Ordinance Relating to creating Emergency Services and Disasters has been in full force and effect since October 10, 1983, but the North Aurora Emergency Services and Disaster Organization created by said Ordinance has never been fully funded and completely operational to meet the emergency and disaster needs of the residents of the Village; and

~~**WHEREAS**, the Village does not have the facilities or the resources to service and maintain the North Aurora Emergency Services and Disaster Organization to provide adequately for the emergency and disaster needs of the Village residents; and~~

~~**WHEREAS**, the North Aurora and Countryside Fire Protection District (hereinafter "Fire District") does have the facilities and resources to service and maintain an emergency and management agency adequately to meet the emergency and disaster needs of the Village residents; and~~

**WHEREAS**, the Village and the Fire District have negotiated the terms of a new Intergovernmental Agreement for the joint provision of emergency management services whereby the Village and Fire District have agreed to combine their financial and other resources and facilities to meet the emergency and disaster needs of the Village residents; and

**WHEREAS**, the authority for the Village of North to establish an emergency management agency is granted by the Illinois Emergency Management Act of 1992 (20 ILCS 3305/1 et seq.), and the Village and the Fire District are authorized pursuant to the 1970 Illinois Constitution Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) to enter such Intergovernmental Agreement;

**WHEREAS**, Ordinance No. 97-12, being an Ordinance Establishing A Joint Emergency Services Management Agency with the North Aurora and Countryside Fire Protection District has been in full force and effect since May 12, 1997, but Village needs and resources have changed, and the Village seeks to further develop its own emergency management operations that have been in effect since 2011;

**WHEREAS**, the current Community Emergency Response Team (CERT) program created in 2013 has expanded the Village's emergency management capabilities, but some current CERT duties fall outside of the scope of the Federal Emergency Management Agency's

(FEMA) CERT training curriculum; and.

**WHEREAS,** the expanded duties being performed by CERT volunteers, such as traffic control, ground search & rescue, severe weather monitoring, and sheltering, fall into the scope of emergency management; and

**WHEREAS,** updating Chapter 2.48, the scope of emergency and disaster services and amending the Intergovernmental Agreement are in the best interests of the Village of North Aurora.

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

1. The foregoing recitals are hereby adopted and incorporated in this Ordinance as the findings of the President and the Board of ~~Trustees~~ Trustees.

2. ~~The Chapter 2.48 of the North Aurora Code Emergency Services Management Agency is hereby established~~ amended and superseded in its entirety as follows:

Chapter 2.48 - EMERGENCY SERVICES

Sections:

2.48.010 - Joint emergency services established.

The North Aurora Emergency Management Agency is established.

2.48.020 - Replaces previous emergency services.

The North Aurora Emergency Management Agency supersedes and replaces the North Aurora Emergency Services Management Agency created by Ordinance 97-12, relating to emergency and disaster services.

2.48.021 – Functions and services of the North Aurora Emergency Management Agency

The duties of the North Aurora Emergency Management Agency include, but are not necessarily limited to: participation in traffic and crowd control, communications, first aid, severe weather monitoring & spotting, ground search and rescue, public sheltering, public relations/education activities, training and training exercises, and emergency and non-emergency assistance to other agencies within and outside of the corporate limits of the Village of North Aurora, Kane County, Illinois.

2.48.022 – Selection of the Agency Coordinator

The Mayor of the Village shall appoint the Coordinator of the North Aurora Emergency Management Agency as required by statute, subject to the following conditions:

- i. The appointment will be made after consultation with the Police Chief.
- ii. The Coordinator shall be chosen from within the police department and work in cooperation with and under the direction of the Police Chief on all routine matters, subject to the ultimate oversight and direction of the Mayor as required by statutes.

#### 2.48.023 – Emergency Operations Plan

The Coordinator shall be required to create and maintain an Emergency Operations Plan (EOP) that shall be approved by the corporate authorities of both the Village and the Fire District. The plan should be reviewed and revised as necessary at least every three years.

#### 2.48.024 – Emergency Operations Center

The police station shall be designated as the primary Emergency Operations Center (EOC), and Fire Station #1 shall be designated as the backup EOC. The Coordinator shall work with staff to provide necessary telephone, computer, radio, and other necessary equipment via the normal budget process to equip the EOC to function efficiently and effectively.

#### 2.48.030 - Agreement attachment.

The Intergovernmental Agreement attached to the ordinance as codified in this Chapter and incorporated by reference as Exhibit "A" is approved and adopted, and the President and Clerk are directed and authorized to execute and enter into the attached Agreement on behalf of the Village. The Intergovernmental Agreement may be amended from time to time, and any such amendment that is approved by the Village Board shall supersede and replace the previous Agreement and shall be incorporated by reference pursuant to this Section.

#### 2.48.040 - Authority to declare an emergency or disaster.

The Village President shall have the authority to declare a local emergency or disaster, and to coordinate with the Coordinator of the North Aurora Emergency Management Agency and other local and extra local emergency management agencies in the event of an emergency or disaster affecting the Village of North Aurora. In the event of an emergency or disaster and the Village President is absent from the Village, or is unable to be reached, the Village Trustee with the most years of current, continuous service as a trustee shall have the authority to declare a local emergency or disaster and to act in the President's stead until such time as the President returns to the Village and is able to be reached.

~~2. The North Aurora Emergency Services Management Agency hereby supersedes and replaces the North Aurora Emergency Services and Disaster Organization Management Agency created by Ordinance 83-1397-12, being an Ordinance relating to emergency services and disasters.~~

3. The Intergovernmental Agreement attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved and adopted,~~— shall supersede any previous agreement for emergency and disaster services,~~ and the President and Clerk are hereby directed and authorized to execute and enter into the attached Agreement on behalf of the Village.

~~4. To the extent that Ordinance 83-1397-12, is contrary to this Ordinance and the aforementioned Intergovernmental Agreement, Ordinance 83-1397-12 is amended hereby.~~

~~5. To the extent that Ordinance 83-1397-12, is not contrary to this Ordinance and the aforementioned Intergovernmental Agreement, Ordinance 83-1397-12 remains in full force and effect and, in the event the aforementioned Intergovernmental Agreement is ever terminated in the future, shall provide for the continuous operation and government of the North Aurora Emergency Services Management Agency thereafter.~~

~~6. Further, Ordinance 83-1397-12 is hereby amended as follows:~~

~~(b) — The establishment of the North Aurora Emergency Management Agency, as described in Section 1 of said Ordinance, is pursuant to the Illinois Emergency Management Act of 1992 (20 ILCS 3305\1 et seq.); and~~

~~(c) — The functions and services of the North Aurora Emergency Management Agency, as described in Section 3 of said Ordinance, is hereby amended to include, but not necessarily be limited to, the following: Participation in traffic and crowd control; communications, first aid, severe weather monitoring & spotting, ground search parties and rescue, public sheltering, public relation/education activities, training and training exercises with, and emergency and non-emergency assistance~~

~~(d) —~~

~~(a) to, other agencies and jurisdictions within and without the corporate limits of the Village of North Aurora, Kane County, Illinois.~~

~~7. —~~

~~8.4.~~ This Ordinance shall be in full force and effect from and after is passage and publication as required by law.

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

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

Mark Carroll \_\_\_\_\_ Laura Curtis \_\_\_\_\_

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

Michael Lowery \_\_\_\_\_ Tao Martinez \_\_\_\_\_

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

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

ATTEST:

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

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

\_\_\_\_\_



ATTEST:

Dale Berman, Village President

---

Deputy Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE NORTH AURORA AND COUNTRYSIDE FIRE  
PROTECTION DISTRICT (HEREINAFTER "FIRE  
DISTRICT") AND THE VILLAGE OF NORTH AURORA  
(HEREINAFTER "VILLAGE") FOR THE ESTABLISHMENT  
AND PROVISION OF AN JOINT-EMERGENCY MANAGEMENT  
AGENCY**

WHEREAS, 20 ILCS 3305/1 et seq. creates the authority of a municipality to establish an Emergency Management Agency within the municipality that is also a part of the statewide emergency management system; and

WHEREAS, the statute authorizes and requires the Mayor of the municipality to appoint the Coordinator of the local emergency services disaster agency (20 ILCS 3305/10(i)); and

WHEREAS, the North Aurora Emergency Services and Disaster Organization (hereinafter "NAESDO") is established and governed by Ordinance No. 83-13, being an Ordinance relating to Emergency Services and Disasters.

~~WHEREAS, the Village does not have, by itself, the physical capacity and support structure to facilitate the provision of emergency services in the event of a disaster or other crisis; and~~

~~WHEREAS, the Fire District does have adequate facilities and support services to facilitate emergency services in the event of a disaster or other crisis;~~

WHEREAS, a 1970 Illinois Constitution Article VII, Section 10 and the Intergovernmental Cooperation Act (5 ILCS 221/1 et. seq.) authorize separate local units of government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, it would be in the best interest of both the Fire District and the Village and their respective constituents to cooperate in establishing a joint emergency management agency; and

~~WHEREAS, the NAESDO has never been fully funded, completely organized, and sufficiently operational to service the emergency needs of the Village; and~~

~~WHEREAS, the parties agree and anticipate that extraordinary funding will be needed to reestablish and fully fund a joint emergency management services agency that is completely operational and able to service the emergency needs of the Village.~~

NOW, THEREFORE, in exchange for mutual consideration herein described, the Village and the Fire District hereby agree to cooperate and share in the funding operation

and maintenance of the North Aurora Emergency Management Agency ("NAEMA") pursuant to the following terms:

1. **Recitals.** All of the foregoing recitals are expressly adopted incorporated herein and made a part of this Agreement;

2. **Provision of Resources.** The ~~Fire District~~Police Department shall provide the primary manpower, facilities, headquarters, and other resources for the adequate maintenance and operation of the NAEMA for both the routine operation and maintenance and in the event any disaster or emergency requiring the services of the NAEMA. The ~~Village Fire District~~ shall supplement and support the resources of the ~~Fire District~~Village as needed. During the term of this Intergovernmental Agreement, the Police station shall be designated as the primary Emergency Operations Center and the firehouseFire station #1 shall be designated as the back upNorth Aurora Emergency Operations Center.

3. **Coordinator.** The Mayor of the Village shall appoint the Coordinator of the NAEMA as required by statute, subject to the following conditions:

i. The appointment shall be made only after consultation with the ~~Fire Chief of the Fire District~~Police Chief;

ii. The NAEMA Coordinator shall work in cooperation with and under the direction of the ~~Fire Chief~~Police Chief on all routine matters, subject to the ultimate oversight and direction of the Mayor as required by statute; and

m. The NAEMA Coordinator shall be required to fulfill the statutory obligations that are applicable and shall create an emergency management plan that shall be approved by the corporate authorities of both the Village and the Fire District and shall operate and manage the NAEMA subject to this Agreement and the applicable statutory provisions.

4. **Funding.** The Village shall provide the primary funding for the NAEMA as follows:

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a. The ~~Fire Chief~~**Police Chief** shall submit to the Village on an annual basis, a timely proposed budget for the funding of the NAEMA;

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~~u-b.~~ The Village shall appropriate sufficient money as budgeted for the funding of the NAEMA to the extent that the budgeted needs are deemed reasonable and the funds are available;

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~~. Both parties agree and acknowledge that the NAEMA will require initial, extraordinary funding in order to establish the NAEMA according to state and local standards and to adequately meet the emergency and disaster needs of the Village, and the initial extraordinary funding shall be borne by the Village;~~

~~v.~~ The Fire District shall share in equal portion the administrative expenses, public education expenses, public meeting expenses, computer supply costs, and the weather monitor costs; and

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~~vi-d.~~ All purchases and contracts requested by the Coordinator shall be authorized by the ~~Fire Chief and the Mayor~~**Police Chief**.

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~~5. Maintenance of~~**Maintenance of Sirens.** The ~~Fire District~~**Village** shall be responsible for maintaining the ~~sirens.~~ The sirens shall be activated by controls located at;

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a. Fire Station #1

**b.** Police station

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~~5-c.~~ Aurora Emergency Management Agency (under ~~separate intergovernmental agreement~~)

**Commented [SB1]:** The cost of adding controls at the PD is approximately \$5,500. If we're going to go this direction, Fulton will need to do a site inspection to get a more accurate cost.

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~~sirens.~~

6. **Accreditation.** The parties ~~shall may~~ seek accreditation of the NAEMA from the State of Illinois and or the County of Kane as the Mayor deems advisable, ~~after consultation with the Fire~~

**Commented [SB2]:** We don't currently have an IGA for Aurora to activate our sirens. It's a really old "handshake" agreement, from decades ago. I've brought up the idea of putting it on paper and AEMA sounds willing.

**Commented [SB3]:** This should be discussed. If pursuing accreditation, it will probably take a while.

Chief.

7. **Duration.** This Agreement shall continue for a period of one (1) year and shall automatically be renewed on June 1st of each year thereafter without further action by either party unless either party serves written notice upon the other party of an intention not to renew this Agreement, not less than thirty (30) days prior to June 1 or as otherwise provided hereinbelow.

8. **Termination.** Either party may terminate this Agreement upon ninety (90) days prior written notice. Upon termination of this Agreement by any means, the Village shall be required, within a reasonable time after the termination date, to remove any and all equipment and facilities belonging to the NAEMA from the Fire District's premises and the Fire District shall cooperate in the removal of same;

9. **Effective Date.** This Agreement shall become effective upon the written execution of both the Fire Chief and the Mayor and approval of the respective Corporate authorities.

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

VILLAGE OF NORTH AURORA

By Mark R. [Signature]

ATTEST:

*1h-lcDca\_* *1Mivia1\*  
Village Clerk



NORTH AURORA AND COUNTRYSIDE FIRE  
PROTECTION DISTRICT

By Gerald Anichettin [Signature]



ATTEST:

Judy A. Gary



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

**AN ORDINANCE ESTABLISHING AN EMERGENCY MANAGEMENT  
AGENCY WITH THE NORTH AURORA AND COUNTRYSIDE FIRE  
PROTECTION DISTRICT**

**WHEREAS**, the Illinois Emergency Management Agency Act (20 ILCS 3305/1 et. seq.) authorizes the establishment of local emergency services and disaster agencies to work in coordination with the Illinois Emergency Services and Disaster Agency and similar county agencies to service the emergency and disaster needs of the local population; and

**WHEREAS**, Chapter 2.48 of the North Aurora Municipal Code (Emergency Services) was established by Ordinance No. 97-12, creating the North Aurora Emergency Services and Disaster Organization; and

**WHEREAS**, the Village and the Fire District have negotiated the terms of a new Intergovernmental Agreement for the joint provision of emergency management services whereby the Village and Fire District have agreed to combine their resources and facilities to meet the emergency and disaster needs of the Village residents; and

**WHEREAS**, the authority for the Village of North to establish an emergency management agency is granted by the Illinois Emergency Management Act of 1992 (20 ILCS 3305\1 et seq.), and the Village and the Fire District are authorized pursuant to the 1970 Illinois Constitution Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) to enter such Intergovernmental Agreement;

**WHEREAS**, Ordinance No. 97-12, being an Ordinance Establishing A Joint Emergency Services Management Agency with the North Aurora and Countryside Fire Protection District has been in full force and effect since May 12, 1997, but Village needs and resources have changed, and the Village seeks to further develop its own emergency management operations that have been in effect since 2011;

**WHEREAS**, the current Community Emergency Response Team (CERT) program created in 2013 has expanded the Village's emergency management capabilities, but some current CERT duties fall outside of the scope of the Federal Emergency Management Agency's (FEMA) CERT training curriculum; and

**WHEREAS**, the expanded duties being performed by CERT volunteers, such as traffic control, ground search & rescue, severe weather monitoring, and sheltering, fall into the scope of emergency management; and

**WHEREAS**, updating Chapter 2.48, the scope of emergency and disaster services and amending the Intergovernmental Agreement are in the best interests of the Village of North Aurora.

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

1. The foregoing recitals are hereby adopted and incorporated in this Ordinance as the findings of the President and the Board of Trustees.



2. Chapter 2.48 of the North Aurora Code is hereby amended and superseded in its entirety as follows:

#### Chapter 2.48 - EMERGENCY SERVICES

##### Sections:

##### 2.48.010 - Joint emergency services established.

The North Aurora Emergency Management Agency is established.

##### 2.48.020 - Replaces previous emergency services.

The North Aurora Emergency Management Agency supersedes and replaces the North Aurora Emergency Services Management Agency created by Ordinance 97-12, relating to emergency and disaster services.

##### 2.48.021 – Functions and services of the North Aurora Emergency Management Agency

The duties of the North Aurora Emergency Management Agency include, but are not necessarily limited to: participation in traffic and crowd control, communications, first aid, severe weather monitoring & spotting, ground search and rescue, public sheltering, public relations/education activities, training and training exercises, and emergency and non-emergency assistance to other agencies within and outside of the corporate limits of the Village of North Aurora, Kane County, Illinois.

##### 2.48.022 – Selection of the Agency Coordinator

The Mayor of the Village shall appoint the Coordinator of the North Aurora Emergency Management Agency as required by statute, subject to the following conditions:

- i. The appointment will be made after consultation with the Police Chief.
- ii. The Coordinator shall be chosen from within the police department and work in cooperation with and under the direction of the Police Chief on all routine matters, subject to the ultimate oversight and direction of the Mayor as required by statutes.

##### 2.48.023 – Emergency Operations Plan

The Coordinator shall be required to create and maintain an Emergency Operations Plan (EOP) that shall be approved by the corporate authorities of both the Village and the Fire District. The plan should be reviewed and revised as necessary at least every three years.

##### 2.48.024 – Emergency Operations Center

The police station shall be designated as the primary Emergency Operations Center (EOC), and Fire Station #1 shall be designated as the backup EOC. The Coordinator shall work with staff to provide necessary telephone, computer, radio, and other necessary equipment via the normal budget process to equip the EOC to function efficiently and effectively.

##### 2.48.030 - Agreement attachment.

The Intergovernmental Agreement attached to the ordinance as codified in this Chapter

and incorporated by reference as Exhibit "A" is approved and adopted, and the President and Clerk are directed and authorized to execute and enter into the attached Agreement on behalf of the Village. The Intergovernmental Agreement may be amended from time to time, and any such amendment that is approved by the Village Board shall supersede and replace the previous Agreement and shall be incorporated by reference pursuant to this Section.

2.48.040 - Authority to declare an emergency or disaster.

The Village President shall have the authority to declare a local emergency or disaster, and to coordinate with the Coordinator of the North Aurora Emergency Management Agency and other local and extra local emergency management agencies in the event of an emergency or disaster affecting the Village of North Aurora. In the event of an emergency or disaster and the Village President is absent from the Village, or is unable to be reached, the Village Trustee with the most years of current, continuous service as a trustee shall have the authority to declare a local emergency or disaster and to act in the President's stead until such time as the President returns to the Village and is able to be reached.

3. The Intergovernmental Agreement attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved and adopted, shall supersede any previous agreement for emergency and disaster services, and the President and Clerk are hereby directed and authorized to execute and enter into the attached Agreement on behalf of the Village.

4. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

Mark Carroll	_____	Laura Curtis	_____
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Mark Gaffino	_____	Mark Guethle	_____
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Michael Lowery	_____	Tao Martinez	_____
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Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

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

ATTEST:

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

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE NORTH AURORA AND  
COUNTRYSIDE FIRE  
PROTECTION DISTRICT (HEREINAFTER "FIRE DISTRICT") AND THE VILLAGE OF  
NORTH AURORA  
(HEREINAFTER "VILLAGE") FOR THE ESTABLISHMENT  
AND PROVISION OF AN EMERGENCY MANAGEMENT AGENCY**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE NORTH AURORA AND  
COUNTRYSIDE FIRE  
PROTECTION DISTRICT (HEREINAFTER "FIRE DISTRICT") AND THE VILLAGE OF  
NORTH AURORA  
(HEREINAFTER "VILLAGE") FOR THE ESTABLISHMENT  
AND PROVISION OF AN EMERGENCY MANAGEMENT AGENCY**

**WHEREAS**, 20 ILCS 3305/1 et seq. creates the authority of a municipality to establish an Emergency Management Agency within the municipality that is also a part of the statewide emergency management system; and

**WHEREAS**, the statute authorizes and requires the Mayor of the municipality to appoint the Coordinator of the local emergency services disaster agency (20 ILCS 3305/10(i)); and

**WHEREAS**, the North Aurora Emergency Services and Disaster Organization (hereinafter "NAESDO") is established and governed by Ordinance No. 83-13, being an Ordinance relating to Emergency Services and Disasters.

**WHEREAS**, a 1970 Illinois Constitution Article VII, Section 10 and the Intergovernmental Cooperation Act (5 ILCS 221/1 et. seq.) authorize separate local units of government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, transfer any power or function, in any manner not prohibited by law or by ordinance; and

**WHEREAS**, it would be in the best interest of both the Fire District and the Village and their respective constituents to cooperate in establishing a joint emergency management agency; and

**NOW, THEREFORE**, in exchange for mutual consideration herein described, the . Village and the Fire District hereby agree to cooperate and share in the funding operation and maintenance of the North Aurora Emergency Management Agency ("NAEMA") pursuant to the following terms:

**1 . Recitals.** All of the foregoing recitals are expressly adopted incorporated herein and made a part of this Agreement;

**2. Provision of Resources.** The Police Department shall provide the primary manpower, facilities, headquarters, and other resources for the adequate maintenance and operation of the NAEMA for both the routine operation and maintenance and in the event any disaster or emergency requiring the services of the NAEMA. The Fire District shall supplement and support the resources of the Village as needed. During the term of this Intergovernmental Agreement, the Police station shall be designated as the primary Emergency Operations Center and Fire station #1 shall be designated as the back up Emergency Operations Center.

**3. Coordinator.** The Mayor of the Village shall appoint the Coordinator of the NAEMA as required by statute, subject to the following conditions:

- a. The appointment shall be made only after consultation with the Police Chief;
- b. The NAEMA Coordinator shall work in cooperation with and under the direction of the Police Chief on all routine matters, subject to the ultimate oversight and direction of the Mayor as required by statute; and
- c. The NAEMA Coordinator shall be required to fulfill the statutory obligations that are applicable and shall create an emergency management plan that shall be approved by the corporate authorities of both the Village and the Fire District and shall operate and manage the NAEMA subject to this Agreement and the applicable statutory provisions.

**4. Funding.** The Village shall provide the primary funding for the NAEMA as follows:

- a. The Police Chief shall submit to the Village on an annual basis, a timely proposed budget for the funding of the NAEMA;
- b. The Village shall appropriate sufficient money as budgeted for the funding of the NAEMA to the extent that the budgeted needs are deemed reasonable and the funds are available;
- c. All purchases and contracts requested by the Coordinator shall be authorized by the Police Chief.

**5. Maintenance of Sirens.** The Village shall be responsible for maintaining the sirens. The sirens shall be activated by controls located at:

- a. Fire Station #1
- b. Police station
- c. Aurora Emergency Management Agency (under separate intergovernmental agreement)

**6. Accreditation.** The parties may seek accreditation of the NAEMA from the State of Illinois and or the County of Kane as the Mayor deems advisable.

**7. Duration.** This Agreement shall continue for a period of one (1) year and shall automatically be renewed on June 1st of each year thereafter without further action by either party unless either party serves written notice upon the other party of an intention not to renew this Agreement, not less than thirty (30) days prior to June 1 or as otherwise provided herein below.

**8. Termination.** Either party may terminate this Agreement upon ninety (90) days prior written notice. Upon termination of this Agreement by any means, the Village shall be required, within a reasonable time after the termination date, to remove any and all equipment and facilities belonging to the NAEMA from the Fire District's premises and the Fire District shall cooperate in the removal of same;

**9. Effective Date.** This Agreement shall become effective upon the written execution of both the Fire Chief and the Mayor and approval of the respective Corporate authorities.

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

VILLAGE OF NORTH AURORA

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Village Clerk

NORTH AURORA AND COUNTRYSIDE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

# Memorandum



To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator  
John Laskowski, Public Works Director

From: Brian Richter, Street Superintendent

Date: December 30, 2020

Re: Purchase of a Freightliner 108SD Plow and Dump Truck

---

The Public Works Department is seeking to purchase a new combination five yard dump and plow truck. The purchase of a new vehicle was budgeted in the 2020-2021 fiscal year from the Vehicle and Equipment Fund in the amount of \$170,000.

The vehicle that Public Works is requesting is a Freightliner 108SD equipped with 5-7 cubic yard box, a salt spreader, and an 11' snow plow. The primary use for this vehicle will be to remove snow and spread salt in the winter during snow and ice removal operations. However the truck is a versatile asset that will be used year round. In addition to hauling and spreading salt, it will also haul: asphalt, black dirt, wood chips, and various gradations of stone. After storm events this truck will assist by hauling tree limbs. During water main breaks or storm and sanitary repairs this truck will carry steel castings, manhole lids and various diameters of pipe needed to repair utilities.

Currently there are 8 trucks in the fleet that perform these operations. The table below identifies each of the vehicles.

**Table 1. List of Dump and Plow Trucks in Fleet**

Vehicle No.	Division	Fuel	Year	Make/ Model
176	STREET	DIESEL	2005	INTERNATIONAL 7400 4X2
186	STREET	DIESEL	2007	INTERNATIONAL 7400 Six Wheeler
180	STREET	DIESEL	2010	INTERNATIONAL Work Star 4X2 (Hook Sys.)
178	STREET	DIESEL	2013	INTERNATIONAL Work Star 4x2 (Hook Sys.)
179	STREET	DIESEL	2013	INTERNATIONAL Work Star 4X2
165	STREET	DIESEL	2016	FREIGHTLINER 108SD 4X2
147	STREET	DIESEL	2018	FREIGHTLINER 108SD 4X2
150	STREET	DIESEL	2019	FREIGHTLINER 108SD SIX WHEELER

The past three trucks that were purchased are Freightliners. We switched from Internationals to Freightliners due to engine problems and the state bidding

process. International has won the state bid this year however we would like to continue purchasing Freightliner trucks. Freightliner trucks sit higher than the International allowing for better vision of the road. This allows the plow truck driver to be more aware of his surroundings. Staff utilized a joint-purchasing service known as SourceWell to obtain pricing for the model Freightliner truck staff is seeking to purchase. Sourcewell is a service that provides competitive procurement on behalf of municipal members.

The state bid purchase price for the International is \$81,706.00. The SourceWell price for the Freightliner is \$83,974.00. A difference of \$2,268.00.

**Figure 1. Current Village owned Freightliner 108SD.**



The oldest vehicle in the fleet is scheduled for replacement. It is number 176, the 2005 International 5 Yard. The cost of the repairs to this vehicle over the past four years total \$17,222. The list of repairs includes; installation of a rebuilt dump cylinder, replacement of leaking air tanks that are responsible for the braking system, new turbo, hydraulic hose replacement, new snow plow cylinder, brakes and front end service. This vehicle is a critical component to Public Works plowing operation. Public Works will need to rely on this truck for this winter since it takes approximately six to nine months for the delivery of a new truck.

The Public Works Department proposes to replace vehicle 176 with the new Freightliner truck. Vehicle 176 is estimated to have an auction value of approximately \$22,000-\$25,000. The Public Works Department would ask to consider retaining a vehicle as part of a fleet succession plan. The retained vehicle would be used as a spare vehicle so if a vehicle breaks down during snow plow operations, another vehicle is available to keep plowing operations running smoothly. Currently if a truck breaks down the Village would have to rely on a contractor to plow the snow route until the vehicle is back in service. This could potentially reduce the effectiveness and efficiency of the snow plow operation since the contractor has no familiarity with the route.

The retention of a spare vehicle also provides the Public Works Department with added flexibility. It is an opportunity to anticipate future growth within the Village. If the population continues to grow with the addition of future developments, staff could use the truck to meet the demand for additional services. This truck can also be outfitted with a leaf collection box for the leaf program if needed. We have to set up trucks for winter operations and this generally puts an end to the leaf collection program. This truck could continue the collection process while the other trucks are being changed over to plow snow.

The base cost of the truck is \$83,974.00 and the snow and ice equipment needed to outfit the truck is \$81,670.00, for a total cost of \$165,644.00. The details of the snow and ice equipment as well as the base cost for the truck is attached to the document for reference.

The amount budgeted for the purchase of this vehicle is \$170,000. The purchase price of this vehicle is \$4,356.00 under the budgeted amount. At this time the Public Works Department is requesting the purchase of the Freightliner plow and dump truck in the total amount of \$165,644.00 from Trans Chicago Truck Group. The outfitting of the truck would be provided by Monroe Truck Equipment and is included in the price from Trans Chicago Truck Group.





812 Draper Avenue  
Joliet, IL 60432  
Sales Rep: Tom Markel  
Ph: (331) 229-0744  
www.MonroeTruck.com

J.O. #

Quotation ID: 4BD0004742-1

Date: 12/16/2020

Valid thru: 1/15/2021

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

**Quoted to:**

NORTH AURORA, VILLAGE OF (ATTN: BRIAN RICHTER)

25 E. STATE STREET

NORTH AURORA, IL 60542

Ph: 630-897-8228 / Fax: 630-897-8258

Email: brichter@northaurora.org

SINGLE AXLE

**Chassis Information**

<b>Year:</b> 20??	<b>Make:</b>	<b>Model:</b>	<b>Chassis Color:</b> SCHOOL BUS	<b>Cab Type:</b>
<b>Single/Dual:</b> DRW	<b>CA:</b> 106.0	<b>CT:</b>	<b>Wheelbase:</b>	<b>Engine:</b> DIESEL
			<b>F.O. Number #:</b>	<b>Vin:</b>

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

SOURCEWELL DUMP BODY PATROL TRUCK PACKAGE (SKU # 9TRR000693)

DUMP BODY - 10', 5-7 YARD CAPACITY, CRYSTEEL SELECT

- SIDES: 26", 7GA 201 STAINLESS
- FRONT: 48", 7GA 201 STAINLESS
- REAR : 36", 7GA 201 STAINLESS
- FLOOR: 3/16" AR400 9" RADIUS
- FULL RIBBED TAILGATE WITH AIR TRIP
- STAINLESS CABSHIELD 100% WELDED
- WESTERN UNDERSTRUCTURE
- 3/8" X 1 1/2" FLAT WALK RAIL BOTH SIDES
- SLIDE OUT LADDER AND GRAB HANDLE RIGHT SIDE OF BODY
- STAINLESS STEEL SHOVEL HOLDER
- REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
- SELF ADJUSTABLE 87-107 DB BACKUP ALARM
- RECESSED LED S/T/T AND BACKUP LIGHTS WITH SEALED WIRE HARNESS
- (2) WORK/SPREADER LIGHT, CLEAR LED
- FULL POLY FENDERS WITH SMALL RUBBER FLAP ON REAR
- VIBRATOR
- BARE STAINLESS NO PAINT, UNDERCOATED

CRYSTEEL RC750 SUBFRAME HOIST

- 17.2 TON CAPACITY
- 2000 P.S.I.
- FULLY GREASABLE HINGE AND ROLLERS
- DOUBLE ACTING

TOWING:

- PINTLE HOOK W/MOUNTING, 50 TON
- PINTLE HOOK LEFT LOOSE IN CAB
- 7 WAY RV STYLE TRAILER PLUG

PAINT HOOD FLAT BLACK

LIGHTING:

- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF W/ LOW PROFILE MOUNTS
- SCENE LIGHTS IN LIGHT BAR
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 AMBER AND 1 CLEAR STORBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2-YEAR WARRANTY

MONROE 240 GALLON BEHIND THE CAB FRAME MOUNTED LIQUID DISPENSING SYSTEM

STANDARD EQUIPMENT:

- CLOSED LOOP
- HYDRAULIC 4 GPM MOTOR/PUMP COMBINATION



Description	Amount
<ul style="list-style-type: none"> <li>- (2) 120 GALLON POLY TANKS</li> <li>- 304 STAINLESS MOUNTING HARDWARE</li> <li>- BULK FILL KIT</li> <li>- FLUSH KIT</li> </ul>	
ELECTRIC HYDRAULICS PACKAGE	
STANDARD EQUIPMENT:	
<ul style="list-style-type: none"> <li>- HOT SHIFT PTO</li> <li>- TXV92 PUMP</li> <li>- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM</li> <li>- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF</li> <li>- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL</li> <li>- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL</li> <li>- PRE-WET: 2 WAY, 7 GPM</li> <li>- AUGER: 2 WAY, 14 GPM</li> <li>- SPINNER: 2 WAY, 7 GPM</li> <li>- 30 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER</li> <li>- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,</li> <li>- 60 P.S.I. CONDITION INDICATOR</li> <li>- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER</li> <li>- HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL</li> <li>- FORCE 5150 CONTROL FOR PLOW &amp; HOIST (NON-PROPORTIONAL)</li> <li>- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL</li> <li>- MISC HOSES AND FITTINGS</li> <li>- STAINLESS STEEL LINES TO REAR</li> <li>- INSTALLED</li> </ul>	
TRUCK PORTION - QUICK HITCH	
<ul style="list-style-type: none"> <li>- FOLD FLAT LIFT ARM</li> <li>- DOUBLE ACTING LIFT CYLINDER</li> <li>- SIDE PLATES AND REATTACHED O.E.M. BUMPER</li> <li>- STAINLESS STEEL PLOW MOUNT BRACKETS</li> <li>- LED HEATED PLOW LIGHTS MOUNTED ON HOOD</li> <li>- CONVEX MIRRORS MOUNTED TO PLOW LIGHT BRACKETS</li> </ul>	
MONROE FULL MOLDBOARD TRIP REVERSIBLE PLOW	
STANDARD EQUIPMENT:	
<ul style="list-style-type: none"> <li>- 41" TALL X 11' WIDE WITH INTEGRAL SHIELD</li> <li>- 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD</li> <li>- (6) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS</li> <li>- 2" X 3" X 3/8" TOP MOLDBOARD ANGLE</li> <li>- 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE</li> <li>- HORIZONTAL MOLDBOARD BRACE ANGLES</li> <li>- 5/8" X 8" ONE-PIECE TOP PUNCH CUTTING EDGE</li> <li>- DUAL COMPRESSION TRIP SPRING ASSEMBLIES</li> <li>- 4" X 4" X 3/8" CROSS-TUBE SUPPORT</li> <li>- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE</li> <li>- (2) 3" X 10" DOUBLE ACTING POWER REVERSE CYLINDERS WITH CUSHION VALVE</li> <li>- BUILT-IN MONROE LEVEL LIFT ASSEMBLY</li> <li>- MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED</li> <li>- MOLDBOARD POWDER COATED ORANGE</li> <li>- PUSH FRAME POWDER COATED BLACK</li> <li>- MONROE QUICK HITCH</li> <li>- SCREW ADJUSTABLE PARKING JACK</li> <li>- 36" FLUORESCENT ORANGE FLEXIBLE MARKERS</li> <li>- RUBBER SNOW DEFLECTOR</li> <li>- MAILBOX TRIM ON RIGHT SIDE</li> </ul>	
MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER (MS966-RF-DD) W/ SPEED SENSOR	
<ul style="list-style-type: none"> <li>- 201 STAINLESS STEEL</li> <li>- CLOSED LOOP</li> <li>- 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE</li> <li>- 7 GA., 96" TROUGH W/ 1/4" END PLATES</li> <li>- ONE-PIECE, REMOVABLE &amp; HINGED, COMBINATION COVER &amp; REAR PANEL</li> <li>- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES</li> <li>- QUICK DETACH MOUNTING BRACKETS</li> <li>- TAILGATE SHIELDS</li> <li>- S.S. SPINNER ASSEMBLY WITH POLY DISC</li> <li>- S.S. TROUGH MOUNTED SPRAY BAR FOR PREWET</li> <li>- INSTALLED</li> </ul>	
BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM	

Description	Amount
- (2) LOW-LIGHT CAMERAS - ONE FOR BACK UP AND ONE FOR LOAD VIEWING	
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN	
- WASH AND DRY FOR BOTH CAMERAS	
- PROTECTIVE HOUSING FOR EACH CAMERA	
Quote Total:	\$81,670.00

Additional Options:

Description	Amount	Add to quote?
MANUAL LEVER CONTROLS IN LIEU OF FORCE 5150 CONTROLLER	(\$2,500.00)	Yes / No
UPGRADE 5100 CONTROLLER TO 6100	\$6,839.00	Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			156048
Customer Signature:				Date of Acceptance:	



**Prepared for:**  
NORTH AURORA VILLAGE OF  
25 E STATE ST

NORTH AURORA, IL 60542  
Phone:

**Prepared by:**  
Duane Schaefer  
TRANSCHICAGO TRUCK  
GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
E-Mail:  
duaneschaefer@transchicago.com

*A proposal for*  
**NORTH AURORA VILLAGE OF**  
*Using SourceWell Contract*  
**Customer Draft # 1**

*Prepared by*  
**TRANSCHICAGO TRUCK GROUP**  
*Duane Schaefer*

*Dec 21, 2020*

**Freightliner 108SD**



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.4.006  
Data Version PRL-23D.046  
North Aurora SA Plow 20 DEC



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Freightliner reserves the right to change specifications, prices, and weights, without notice.

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## S P E C I F I C A T I O N   P R O P O S A L

	Description	Weight Front	Weight Rear
<b>Price Level</b>			
	SD PRL-23D (EFF:01/21/20)		
<b>Data Version</b>			
	SPECPRO21 DATA RELEASE VER 046		
<b>Vehicle Configuration</b>			
	108SD CONVENTIONAL CHASSIS	6,829	3,748
	2022 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
	TRUCK/TRAILER CONFIGURATION		
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	BUILDING MATERIAL COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	FREIGHTLINER SD VOCATIONAL WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 41000.0 lbs		

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Description	Weight Front	Weight Rear
EXPECTED GROSS COMBINATION WEIGHT : 50000.0 lbs		
<b>Truck Service</b>		
FRONT PLOW/END DUMP BODY EXPECTED TRUCK BODY LENGTH : 10.0 ft MONROE TRUCK EQUIPMENT		
<b>Tractor Service</b>		
VAN TRAILER SINGLE (1) TRAILER		
<b>Engine</b>		
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM		
<b>Electronic Parameters</b>		
72 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1100 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED PTO RPM WITH CRUISE SET SWITCH - 800 RPM PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM PTO MODE CANCEL VEHICLE SPEED - 5 MPH PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
<b>Engine Equipment</b>		
2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION NO 2008 CARB EMISSION CERTIFICATION STANDARD OIL PAN OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	

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Description	Weight Front	Weight Rear
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
NO RETARDER/ENGINE BRAKE		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		



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Description	Weight Front	Weight Rear
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1115 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

### Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION  
WITH PTO PROVISION

### Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -  
AVAILABLE ON 3000/4000 PRODUCT FAMILIES  
WITH VOCATIONAL MODELS RDS, HS, MH AND  
TRV  
  
ALLISON VOCATIONAL RATING FOR ON/OFF  
HIGHWAY APPLICATIONS AVAILABLE WITH ALL  
PRODUCT FAMILIES  
  
PRIMARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY  
  
SECONDARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY  
  
S5 PERFORMANCE LIMITING PRIMARY SHIFT  
SCHEDULE, AVAILABLE FOR 3000/4000  
PRODUCT FAMILIES ONLY





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duaneschaefer@transchicago.com

Description	Weight Front	Weight Rear
S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
2200 RPM PRIMARY MODE SHIFT SPEED		
2100 RPM SECONDARY MODE SHIFT SPEED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

### Front Axle and Equipment

DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10
NON-ASBESTOS FRONT BRAKE LINING	
CONMET CAST IRON FRONT BRAKE DRUMS	
FRONT OIL SEALS	
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
STANDARD SPINDLE NUTS FOR ALL AXLES	
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
STANDARD KING PIN BUSHINGS	



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Description	Weight Front	Weight Rear
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
<b>Front Suspension</b>		
18,000# FLAT LEAF FRONT SUSPENSION	290	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
NO FRONT SUSPENSION OPTIONS		
FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>		
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
5.63 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		10
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		

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Description	Weight Front	Weight Rear
STANDARD REAR AXLE BREATHER(S)		
<b>Rear Suspension</b>		
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		30
SPRING SUSPENSION - 1.50" AXLE SPACER		10
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
REAR SHOCK ABSORBERS - ONE AXLE		40
<b>Brake System</b>		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR TANKS MOUNTED BELOW FRAME RAILS	5	5
CLEAR FRAME RAILS FROM TRANSMISSION PTO OPENING TO 36 INCHES BACK OF CAB OUTBOARD/INSIDE/BELOW BOTH RAILS		
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
<b>Trailer Connections</b>		
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
UPGRADED CHASSIS MULTIPLEXING UNIT		
<b>Wheelbase &amp; Frame</b>		

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Description	Weight Front	Weight Rear
4425MM (174 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	240	130
BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
1750MM (69 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
CALC'D FRAME LENGTH - OVERALL : 308.27		
CALCULATED FRAME SPACE LH SIDE : 47.27 in		
CALCULATED FRAME SPACE RH SIDE : 136.61 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.45 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		

### Chassis Equipment

14 INCH PAINTED STEEL BUMPER  
BUMPER MOUNTING FOR SINGLE LICENSE  
PLATE  
GRADE 8 THREADED HEX HEADED FRAME  
FASTENERS

### Fuel Tanks

70 GALLON/264 LITER ALUMINUM FUEL TANK -  
LH 5

25 INCH DIAMETER FUEL TANK(S)  
PLAIN ALUMINUM/PAINTED STEEL  
FUEL/HYDRAULIC TANK(S) WITH POLISHED  
STAINLESS STEEL BANDS  
FUEL TANK(S) FORWARD



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	Description	Weight Front	Weight Rear
	PLAIN STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96
<b>Hubs</b>			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		80
	WHEEL STUDS FOR CUSTOMER INSTALLED HUB PILOTTED DUALED ALUMINUM WHEELS, ALL		
<b>Cab Exterior</b>			
	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	SHORT FENDER WITH MUDFLAP		
	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
	LH AND RH GRAB HANDLES		
	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		

**Prepared for:**  
NORTH AURORA VILLAGE OF  
25 E STATE ST  
  
NORTH AURORA, IL 60542  
Phone:

**Prepared by:**  
Duane Schaefer  
TRANSCHICAGO TRUCK  
GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
E-Mail:  
duaneschaefer@transchicago.com

Description	Weight Front	Weight Rear
STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD WITH ACCESS HATCHES	10	
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
SINGLE ELECTRIC HORN		
SINGLE HORN SHIELD		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 4		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS - LOW BEAM ONLY		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		



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Description	Weight Front	Weight Rear
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
<b>Cab Interior</b>		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
NO DASH MOUNTED ASH TRAYS AND LIGHTER		
NO FORWARD ROOF MOUNTED CONSOLE		
IN DASH STORAGE BIN		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOVE DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
LH AND RH ELECTRIC DOOR LOCKS		
(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
ELITE HIGH BACK AIR SUSPENSION DRIVER SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT AND ADJUSTABLE SHOCK	50	

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Description	Weight Front	Weight Rear
ELITE HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT AND ADJUSTABLE SHOCK	40	15
DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
HIGH VISIBILITY ORANGE SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL	
GRAY CENTER INSTRUMENT PANEL	
BLACK GAUGE BEZELS	
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM	
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES	
DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS	
97 DB BACKUP ALARM	3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL	
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY	
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED	
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH	
2 INCH ELECTRIC FUEL GAUGE	
MPG FUEL TRIP GAUGE, TOTAL AND RATE	
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE	



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 GROUP  
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Description	Weight Front	Weight Rear
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
POWER AND GROUND WIRING PROVISION OVERHEAD		
CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IGNITION SWITCH CONTROLLED ENGINE STOP		
(6) IGN CONTROLLED EXTRA SWITCHES WITH IND LIGHTS WIRED TO POWER DIST BOX WITH RELAYS PROVIDING 20 AMPS PER CIRCUIT TO JUNCTION BLOCK AND 1 CIRCUIT AT 30 AMPS		
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		



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	Description	Weight Front	Weight Rear
	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND SINGLE CONNECTOR AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS  TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR  SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE  INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
<b>Design</b>			
	PAINT: ONE SOLID COLOR		
<b>Color</b>			
	CAB COLOR A: L2065EY SCHOOL BUS YELLOW ELITE EY  BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT  POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  STANDARD BLACK BUMPER PAINT  STANDARD E COAT/UNDERCOATING		
<b>Certification / Compliance</b>			
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Secondary Factory Options</b>			
	CORPORATE PDI CENTER IN-SERVICE ONLY		
<b>Raw Performance Data</b>			
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in  CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.45 in		

## TOTAL VEHICLE SUMMARY

Application Version 11.4.006  
Data Version PRL-23D.046  
North Aurora SA Plow 20 DEC



12/21/2020 11:13 AM

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Duane Schaefer  
TRANSSHICAGO TRUCK  
GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
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duaneschaefer@transchicago.com

### Weight Summary

	<b>Weight Front</b>	<b>Weight Rear</b>	<b>Total Weight</b>
Factory Weight <sup>+</sup>	8103 lbs	4392 lbs	12495 lbs
<hr/>			
Total Weight <sup>+</sup>	8103 lbs	4392 lbs	12495 lbs

### Extended Warranty

TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING  
COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

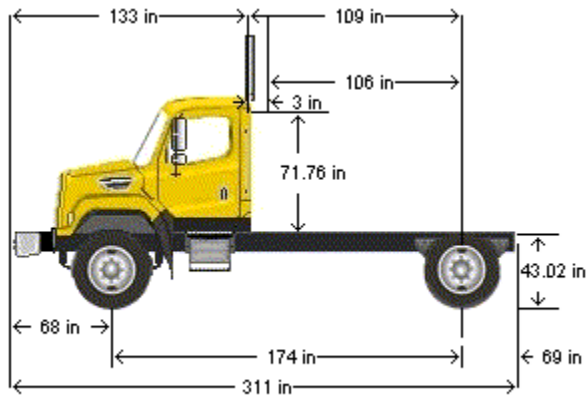
(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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## D I M E N S I O N S



### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545) .....	4425MM (174 INCH) WHEELBASE
Rear Frame Overhang (552) .....	1750MM (69 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577) .....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) .....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in) .....	0
Slide Increment (in) .....	0
Desired Slide Position (in) .....	0.0
Cab Size (829) .....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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GROUP  
776 N. YORK ROAD  
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Mobile:  
E-Mail:  
duaneschaefer@transchicago.com

## TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	133.3
Bumper to Centerline of Front Axle (BA)	67.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	108.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	105.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	177.6
Cab Height (CH)	71.8
Wheelbase (WB)	174.2
Frame Overhang (OH)	68.9
Overall Frame Length	308.3
Overall Length (OAL)	310.8
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	43.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Duane Schaefer  
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GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
E-Mail:  
duaneschaefer@transchicago.com

## GVWR

### VEHICLE SPECIFICATIONS SUMMARY - GVWR

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
Expected Front Axle(s) Load (lbs)..... 18000.0  
Expected Pusher Axle(s) Load (lbs)..... 0.0  
Expected Rear Axle(s) Load (lbs)..... 23000.0  
Expected Tag Axle(s) Load (lbs)..... 0.0  
Expected GVW (lbs)..... 41000  
Expected GCW (lbs)..... 50000.0  
Front Axle (400)..... DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE  
Front Suspension (620)..... 18,000# FLAT LEAF FRONT SUSPENSION  
Front Hubs (418)..... CONMET PRESET PLUS PREMIUM IRON FRONT HUBS  
Front Disc Wheels (502) MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS  
Front Tires (093)..... MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES  
Front Brakes (402)..... MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES  
Steering Gear (536)..... TRW TAS-85 POWER STEERING  
Rear Axle (420)..... RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
Rear Suspension (622)..... 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING  
HELPER  
Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS  
Rear Disc Wheels (505)..... MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS  
Rear Tires (094)..... MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES  
Rear Brakes (423)..... MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES  
Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE  
Pusher / Tag Suspension (626)..... NO PUSHER OR TAG SUSPENSION  
Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS  
Pusher/Tag Disc Wheels (509)..... NO PUSHER/TAG DISC WHEELS  
Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES  
Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES

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Phone:

**Prepared by:**  
Duane Schaefer  
TRANSCHICAGO TRUCK  
GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
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duaneschaefer@transchicago.com

## TABLE SUMMARY - GVWR

	Front	Rear
<b>Axle Component Weight Ratings</b>		
Axles	18000	23000
Suspension	18000	23000
Hubs	23000	26000
Brakes	20000	23000
Wheels	20000	31200
Tires	18180	23360
Power Steering	18000	N/A
GAWR (per axle)	18000	23000
GAWR (per axle system)	18000	23000
Expected Load (per axle system)	18000	23000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
<b>Vehicle GVWR Summary</b>		
Calculated GVWR	41000	
Expected GVWR	41000	
All weights displayed in pounds		

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## F R A M E R B M

### VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) .....4425MM (174 INCH) WHEELBASE  
Frame Rails (546)..... 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI(546)  
Yield Strength (psi) ..... 120000  
Section Modulus (per rail) (cu in) ..... 21.6  
RBM (per rail) (lbf-in) ..... 2592000  
Inner Frame Reinforcement (547) ..... NO INNER FRAME REINFORCEMENT  
Outer Frame Reinforcement (548) .. BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

### TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4425MM (174 INCH) WHEELBASE
Frame	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW P
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	21.60
Frame RBM - per rail (lbf-in)	2592000

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## Q U O T A T I O N

### 108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK  
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-  
FT @ 1200 RPM  
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH  
PTO PROVISION  
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING  
REAR SUSPENSION WITH LEAF SPRING  
HELPER  
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP  
SINGLE FRONT AXLE

18,000# FLAT LEAF FRONT SUSPENSION  
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL  
CAB  
4425MM (174 INCH) WHEELBASE  
7/16X3-9/16X11-1/8 INCH STEEL FRAME  
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI  
1750MM (69 INCH) REAR FRAME OVERHANG  
BODY COMPANY INSTALLED ADDITIONAL FRONT  
FRAME REINFORCEMENT FOR SNOW PLOW

	PER UNIT	TOTAL
BALANCE DUE – BARE CHASSIS ONLY	\$ 83,974	\$ 83,974

### ADDITIONAL TERMS AND CONDITIONS

1. ^As used in this Sales Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Sales Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Sales Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is not the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Sales Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
2. ^Manufacturer has reserved the right to change the price the Dealer charges for new motor vehicles without notice. In the event the price to Dealer of a new motor vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.
3. ^Notwithstanding any terms and conditions contained in Purchaser's Purchase Order, Purchaser agrees that Dealer's terms and conditions set forth in this Sales Order shall be the only terms and conditions regarding any purchase by Purchaser from Dealer. Purchaser expressly waives the provisions of Purchaser's terms and conditions and agrees to be bound exclusively by Dealer's terms and conditions as set forth herein. If Purchaser is an entity, the undersigned represents and warrants to Dealer that the undersigned has authority to bind Purchaser to the terms and conditions outlined herein, and the terms and conditions as outlined herein are enforceable against Purchaser in accordance with their terms.
4. ^All used motor vehicles which are to be traded in as part of the consideration for the motor vehicle ordered hereunder are subject to Dealer's Trade Terms and Conditions which are incorporated herein by reference. Although Dealer may provide Purchaser with an initial appraisal(s) of the value of and allowance for any used motor vehicle, such initial appraisal and allowance are not binding. Each used motor vehicle shall be reappraised at that time of actual delivery to Dealer for acquisition, and such reappraisal value shall determine the actual allowance made for such motor vehicle. If such reappraised value is lower than the original appraised value and allowance therefor shown on the front of this Sales Order, Purchaser may, if dissatisfied herewith, cancel this Sales Order, provided,



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duaneschaefer@transchicago.com

however, that such right to cancel must be exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser.

5. ^Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his or its property free and clear of all liens and encumbrances except as otherwise noted within.

6. ^Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder or to comply with any of the other terms of this Sales Order, to retain any cash deposit made by Purchaser without the waiver of any other right or remedy available to Dealer.

7. ^Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Sales Order either before or subsequent to delivery thereof to Purchaser.

8. ^Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Sales Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

9. ^The price for the motor vehicle specified on the face of this Sales Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Sales Order, regardless of which party may have primary tax liability therefor.

10. ^There are no warranties, whether expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis for which the warranty shall be limited to such warranty as provided for in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser and Dealer. The printed new vehicle warranty delivered to Purchaser with such vehicle or chassis is made a part hereof as though fully set forth herein, and it is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

11. ^Any used motor vehicle sold to Purchaser by Dealer under this Sales Order is sold at the time of delivery by Dealer without any guarantee or warranty, whether expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser by Dealer.

12. ^The Purchaser, before or at the time of delivery of the motor vehicle covered by this Sales Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Sales Order.

13. ^In the event Purchaser desires to modify or otherwise change the equipment content of a vehicle specifically ordered for him from the Manufacturer, the change will be made only if the Manufacturer has sufficient time to accommodate the request. Moreover, any service charge or fee made by the Manufacturer as a result of such request will be borne by the purchaser.

14. ^The parties agree that they will comply with all Federal, State, and local laws and regulations, including those governing and/or restricting export of products or any technical data relating thereto outside of the United States. In carrying on Purchaser's business, each of Purchaser, its officers, directors, employees or agents (collectively and individually in this clause "Purchaser") must comply with its obligations under the law including without limitation, the following: (a) not violate any anti-bribery or anti-corruption law of any jurisdiction applicable to this Order, including those of the United States of America's Foreign Corrupt Practices Act ("FCPA"), and any similar anti-corruption or

**Prepared for:**  
NORTH AURORA VILLAGE OF  
25 E STATE ST

NORTH AURORA, IL 60542  
Phone:

**Prepared by:**  
Duane Schaefer  
TRANSCHICAGO TRUCK  
GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
E-Mail:  
duaneschaefer@transchicago.com

anti-bribery laws and regulations applicable to the Purchaser or related to this Order: (b) not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose; (c) warrants that as at the date of this Order, none of its owners, officers, directors, employees or agents or any immediate family member of such persons, is presently (or has been recently) an official or employee of any government, state-run or state-owned or controlled enterprise or entity, or political party, or a candidate for political or public office. Purchaser must provide written notification to Dealer within ten (10) days of any of the above persons becoming such official, employee or candidate; (d) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations; and (e) certifies that no vehicle or chassis subject to this Order, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by Purchaser (or by any employee or contractor of Purchaser) to any prohibited person, entity or country (including to nationals of any prohibited country, wherever they may be located) unless such prior written authorization as may be required is obtained by Purchaser from the appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 779 et seq. or any similar regulation) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time, or any subsequently issued similar rule, law or regulation. Purchaser will designate an officer to be responsible for compliance with all such legislation and upon the request of Dealer will certify compliance with such legislation. In the event Purchaser breaches its obligations under this paragraph, or Dealer learns of or has a reasonable suspicion that Purchaser has breached this paragraph, notwithstanding any other provision hereunder to the contrary, Dealer may immediately terminate this Order and Purchaser hereby waives any and all claims against Dealer for any loss, cost or expense, including, but not limited to, loss or profits, incidental or consequential damages, that Purchaser may incur by virtue of such termination.

15.^Purchaser shall, from the execution of this Order and for a period of one (1) year after the completion of this Order maintain all records, together with such supporting or underlying documents and materials, related to the motor vehicle ordered hereunder, including but not limited to all records related to the use, the location(s) of such use, the repair and the sale, lease or other transfer of such motor vehicle or any interest therein, as well as Purchaser's compliance with the FCPA and any other applicable anti-corruption or anti-bribery laws or regulations. Purchaser shall at any time requested by Dealer whether during or after completion of this Order, with five (5) days' notice and at Purchaser's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Dealer. Such records shall be made available to Dealer during normal business hours at a time and location that is convenient for Dealer.

16.^Documentary Fee. Documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning 1/1/20 was \$300. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$300, which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics Consumer Price Index. This notice is required by law.

17. ^Purchaser shall pay on demand all of Dealer's cost and expenses, including its attorney's fees incurred in enforcing the terms of this Sales Order, including but not limited to defending any claims by Purchaser, collecting any payments due hereunder or repossessing the vehicle.

18. ^The remedies herein reserved shall be cumulative and in addition to any further remedies provided to Dealer whether at law or in equity. No delay or failure by the Dealer to exercise or enforce at any time, any right or provision in this Sales Order, will be considered a waiver thereof or of Dealer's right thereafter to exercise or enforce each and every right and provision of this Sales Order. To be valid, any waiver shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

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**Prepared by:**  
Duane Schaefer  
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GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
E-Mail:  
duaneschaefer@transchicago.com

19. ^This Sales Order has been negotiated, executed and delivered in Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of any other state.

20. ^Purchaser hereby consents to the exclusive jurisdiction of any state or federal court located in DuPage County, Illinois regarding any disputes regarding this matter. Purchaser waives any trial by jury and waives any objection based on improper venue or forum non conveniens in any action or proceeding to which Purchaser and Dealer may be parties arising out of, or in connection with, or in any way pertaining to this Sales Order. It is agreed and understood by Purchaser that this waiver constitutes a waiver of trial by jury of all claims by Purchaser against the Dealer. This waiver is knowingly, willingly and voluntarily made by Purchaser and Purchaser hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to, in any way, modify or nullify its effect. Purchaser further represents and warrants that it either has been represented in the signing of this Sales Order and the making of this Sales Order by the attorney of its choosing, or it has had time to seek independent counsel selected of Purchaser's own free will, and to discuss the terms and conditions of this Sales Order with such counsel.

21. ^In the event that any provision of this Sales Order shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed on this Sales Order by any court, this Sales Order shall be construed as not containing such provision to the extent of the invalidity and the invalidity of such provision shall not affect the validity of any and all provisions hereby which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

22. ^All notices and other communications required hereunder shall be in writing and delivered by personal delivery, overnight delivery service, or certified or registered mail, postage prepaid, return receipt requested. Any such notice shall be deemed to have been given on the date it is received during regular office hours at the address listed on the applicable order or at such other address as the affected party may have previously designated for notices.

23. ^To the full extent permitted by laws, Purchaser waives all rights against Dealer for any damage to its property or that of third parties, or for injury to any person, however caused. In no event shall Dealer's total liability exceed Dealer's anticipated net profit on the specified purchase price of the vehicles covered by this Sales Order.

24. ^This Sales Order constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneously oral negotiations, commitments and understandings of the parties, except as otherwise expressly set forth in this Sales Order. This Sales Order may not be changed or amended except by writing and executed by both Purchaser and Dealer.

IN WITNESS WHEREOF, the Purchaser has executed these terms and conditions as of the date herein written below.

V2020.1

**APPROVAL:**

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Title: X \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

