



**Meeting Held Electronically**

**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, FEBRUARY 1, 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/83239975465>

**Meeting ID:** 832 3997 5465

**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**

**VILLAGE PRESIDENT**

1. Resignation of Trustee Position
2. Appointment and Swearing In of New Village Trustee
3. Appointment and Swearing In of Village Clerk
4. Appointment of Mayor Pro-temp
5. Service Committee Appointments

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 01/18/2021 and Committee of the Whole Minutes dated 01/18/2021

2. Bills List Dated 02/01/2021 in the Amount of \$121,231.28

## **NEW BUSINESS**

1. Approval of an Engineering Agreement with Engineering Enterprises Incorporated, for the Design and Construction Inspection of Well #5 Improvements in the Amount of \$48,724.00
2. Approval of Motion Authorizing Designated Signers on Village Bank and Investment Accounts
3. Approval of Ordinance Granting All Prior Approved State Of Emergency Powers and Executive Order Authority to New North Aurora Village President

## **OLD BUSINESS**

## **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: 

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
MONDAY, JANUARY 18, 2021**

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.

**AUDIENCE COMMENTS** –

Carolyn Salazar, 759 Pinecreek Drive – Explained she had been contacted by a fellow North Aurora resident who was not versed in Zoom and was here to speak on her behalf. The resident brought up a concern regarding how snow is plowed at the crosswalks and that it blocks the sidewalks. She suggested if there was a way for the snow to be plowed and piled to the curb and not the sidewalk. Public Works Director John Laskowski said this was a common concern for residents who live and walk around town, and said the nature of the plowing operation is that the plows follow the curb line and the snow continuously spills off the edges of the plow blade and said it was an unfortunate byproduct of the plowing operation. He asked for Ms. Salazar to follow up with him with the resident's contact information so he could pass it on to the Streets Superintendent for additional follow up.

**TRUSTEE COMMENTS** –

Trustee Guethle said he would like to name the Silo 'Berman Tower' in honor of Mayor Dale Berman, as it was his plan to light up the silo and between that and his years of service Trustee Guethle said it was only fitting to name it such. Mayor Berman said that would be quite an honor. Administrator Bosco said the item could come back to the board as a resolution.

**CONSENT AGENDA**

1. Village Board Minutes dated 01/04/2021
2. Bills List Dated 01/18/2021 in the Amount of **\$371,969.11**
3. Approval of Resolution Accepting the Public Improvements in the Randall Crossing Townhome Development

Motion for approval made by Trustee Lowery 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).**

**NEW BUSINESS**

**1. Approval of Purchase, Installation and SCADA Integration of Wells #5 and #7 Variable Frequency Drives from Energenecs in the Amount of \$75,600 with a Not-To-Exceed Amount of \$79,900**

Public Works Director Laskowski explained the purchase and equipment. He said there are not many companies that manufacture VFDs or install them and Energenecs performs both, as well as offering a three-year warranty. Staff checked with neighboring communities on pricing as well as with EEI and confirmed this is in line with industry pricing. Public Works is looking to purchase two VFDs and have one installed sooner and one later down the road.

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

**2. Approval of Maintenance Agreement for Towne Center Wetlands to Hey and Associates in the Amount of \$20,000**

Director Laskowski said Hey and Associates has been performing this maintenance for the last three years and the Village has always had good service and communication with them. This agreement would be for one year.

Motion for approval made by Trustee Gaffino and seconded by Trustee Curtis. **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).**

**3. Approval of One-Year Lawn Mowing and Landscaping Contract Extension with Sebert Landscaping**

Director Laskowski said this was for a one-year extension with Sebert Landscaping, who have performed well for the Village for the last two years. Director Laskowski noted they have been very receptive to taking on additional properties and also did abatement work with Community Development. This would be the final extension to the contract for an amount of \$44,945.

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).**

**4. Approval to Reject the Lowest Bid and Award Approval for the Mill Race Spillway Bank Riprap Installation Project to Lowest Responsive and Responsible Bidder Schwartz Excavating, Inc. in the Amount of \$41,498.60**

Director Laskowski said the Village received 16 bidders for this project, which was more than expected. The low bidder was Schfleges Brothers, but they did not submit an alternate bid, which was an addendum as initially the Village was going to take advantage of the stone allotment from La Farage and procure it for no cost; however, midway through the bidding for the project the Village learned that La Farge did not have the stone the Village planned to use and so the addendum included the purchasing, hauling and placing of that stone. Schwartz Excavating, Inc. was the second lowest bidder with an addendum and Director Laskowski said their contacts were good.

Motion for approval made by Trustee Guethle 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).**

**5. Approval to Allow Layne Christiansen to Perform All Repairs to Rehabilitate Well #4 in the Increased Amount of \$82,959**

Director Laskowski said when the Village Board originally approved the repairs to rehabilitate well #4 they did not know at that time the condition of the pump and pipe being pulled given that they are underground. The project had a budget of \$150,000; however due to the wear and tear the pump turned out to be in worse condition than anticipated and now needs entirely refurbished rather than just repaired, as does the electrical cable, which Director Laskowki recommended replacing entirely.

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

**OLD BUSINESS** – None

**ADJOURNMENT TO COMMITTEE OF THE WHOLE**

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

**ROLL CALL**

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

**COMMITTEE REPORTS** – None

**TRUSTEES COMMENTS** –

All Village Trustees took turns reading a Proclamation honoring Mayor Dale Berman

**ADMINISTRATOR’S REPORT** – Administrator Bosco presented a plaque and a framed photo of the silo to Mayor Berman. He noted he held his good bye comments until this meeting following Mayor Berman’s announcement at the previous board meeting. Administrator Bosco thanked Mayor Berman for the opportunity to serve him and the board and said he’s looking forward to working with him still in the future. He appreciated all the discussions they’ve had both about the Village and life in general. He wished him the best of luck in his future endeavors on the Kane County Board and said he’d see him around town.

**ATTORNEY’S REPORT** – Attorney Drendel noted he was the one at the previous meeting who started the farewell barrage and resulted in skipping Administrator Bosco. He said he’s enjoyed all the time he’s served under Mayor Berman and looking forward to serving under Mayor-to-be-elected Gaffino.

**VILLAGE DEPARTMENT REPORTS**

1. **Finance** – Director Hannah congratulated Mayor Berman and wished him well on his next adventure. He said he’s appreciated working for him the last 15 years.
2. **Community Development** – Director Toth congratulated Mayor Berman and said it has been an honor and pleasure to work with him and he appreciated the Mayor’s sense of humor.

3. **Police** – Chief Fisher thanked Mayor Berman for his service and for being such a great boss and wished him luck moving forward.
4. **Public Works** – Director Laskowski said this wouldn't be good bye as Mayor Berman would see Public Works driving by his house and congratulated him again.

### **VILLAGE PRESIDENT** –

Mayor Berman said he's been married for 62 years, lived in his house in North Aurora for 58. He said he'd recently found pictures of when he was first sworn in as mayor 32 years ago and said it made him sad that this time around they wouldn't have those pictures since the meeting was being held over Zoom and he wouldn't be able to hand over the gavel to the new mayor as he received his from then Mayor Bill Harding.

Mayor Berman explained how 32 years ago the average length of term of the board members serving with him was 1 year and there was no Village staff then. He said the staff is what has been so great about serving as mayor this time. He said it has been great working with Finance Director Bill Hannah all these years and that he does a super job and has been outstanding. Community & Economic Development Director Mike Toth he said knows what he's doing and is very thorough, honest and very smart. He said Public Works Director John Laskowski said has been a bonus and a great addition to the staff. He told Police Chief Fisher he's proud of what he's done with the police department and that he is sincere and dedicated. He told Village Administrator Bosco that his eight years with the Village have been outstanding and called him the great communicator, saying he's excellent at disseminating information to the Board and the community and it was something the Village lacked before his arrival and it's rewarding and refreshing to know he'll continue that. To all the trustees, Mayor Berman said they all truly believe in the Village of North Aurora and he thinks that is the most important aspect of being a trustee. He said it's been tough with COVID and everyone has done a fantastic job.

Mayor Berman said when he left office in 1989 he had three pages of what he wanted to say; some of it was what they'd accomplished but most of it was all the things he was interested in seeing going forward. He said he doesn't have that three pages today because the Village has done so much. He knows there's a lot going on in the future but the Village has accomplished all the things he was interested in back in 1989 and done even more than that. He said it's been great and he's going to miss it as he moves to the Kane County Board. He thanked everyone for all they had done, and he noted that this was his verbal resignation of the office of Mayor.

### **NEW BUSINESS (CONT.)**

#### **6. Approval of Resolution Electing an Acting Village President**

Attorney Drendel explained that the acting mayor is elected from the current Trustees who are serving. The mayor they will elect will be the temporary mayor until Trustee Mark Gaffino, who is the only candidate running for Village Mayor in April, would take office. Whoever was selected as temporary mayor will have all authority the mayor has, unless the trustee selected does not resign as trustee and will then vote as a trustee and not as a mayor and not have veto power. Trustee Carroll clarified that a trustee replacement does not need to be appointed to fill the vacant seat and Attorney Drendel confirmed that was accurate, but Mayor Berman said it was not something he'd recommend as he felt it was best to have a trustee and acting mayor. Trustee Guethle nominated Trustee Mark Gaffino to service as acting mayor.

Motion for approval made by Trustee Guethle 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).**

**EXECUTIVE SESSION –**

1. Property Acquisition
2. Selection of Person for Public Office

Motion to adjourn to executive session was made by Trustee Carroll and seconded by Trustee Lowery.  
All in favor. **Motion approved.**

**ADJOURNMENT**

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

Respectfully Submitted,

Natalie F. Stevens  
Deputy Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
JANUARY 18, 2021**

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** – See below.

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. Forest Ridge Townhomes**

Village Administrator Bosco said the Forest Ridge townhomes were proposed for an unincorporated section of property just west of the Windstone subdivision. This item has come before the board several times, most recently in September 2020, and following comments from both the public and the Trustees the petitioner has made revised plans to now present. , Community & Economic Development Director Mike Toth said Staff has been working with the petitioner on various items, including reaching out to the Fox Valley Park District regarding a pocket park, that will not be pursued due to the minimum 5 acre requirement and the development is only 8 acres total. Director Toth said he was looking for direction from the Board following the updates.

Petitioner Nick Lamagna, with LMN Opportunities, Inc., said they have taken all of the feedback and have worked to create a product that is the right fit for the area and one that everyone will be happy with. He said the largest comment they received was the lack of uniqueness for the units and they've worked to give more individualism to each unit by changing tresses, windows, etc. He said each unit will have character and not just look like legos in a row and said the quality should be at or above the level of other subdivisions in the area. End units will have windows and doors and stonework and he said no angle of any building should be an eyesore. Different layouts were incorporated to provide further dynamics and he said they worked very hard with the land they had available.

One such item they tried to pursue was a park as that was resident feedback, but unfortunately it was not possible even when they considered getting rid of a duplex unit. They did remove one unit in the second building to provide additional spacing and stagger the buildings to give them even more individuality. And while the park was not possible, they did put a walking path in that if Windstone selected could be connected to their own walking path.



Trustee Curtis had questions about if the units would have basements, the bedrooms, and the price points. Lamagna said the units will have basements and that end units are 4 bedroom and middle units are 2-3 bedrooms. He said pricewise they were originally looking to market them for \$275,000-\$325,000 and noted similar town homes that are not as nice are going closer to \$375,000 and they'd be aiming now for \$350,000 for a quick sale. Trustee Curtis said it was different inventory than what the Village has now and thinks it's a great concept and fit for that location. She commended Lamagna for the work they have put into it. Trustee Guethle agreed and said he liked they cut down the density, put in the walking path and he was fine with the product. Trustee Gaffino also expressed support and said he liked that the petitioner listened to what the Board and the public had to say. Mayor Berman complimented them for listening and taking their suggestions and coming up with a nicer offering and said he hopes this will be the start of a long term relationship with the Village. Lamagna said he hoped so too. Trustees Martinez and Carroll both also expressed their support and said it speaks well of the petitioner that they were willing to listen to feedback, communicate, and even remove a unit at their own cost to present a better product.

The audience was then invited to speak on this item.

Kristina Neville, Windstone subdivision resident – said one of the units shown drawn in was over a large swathe of mature trees and said those trees are the most beautiful part of the Windstone subdivision and she doesn't want to see them cut down. She wants to see a reduction in the housing unit at that corner.

Dave Neville, Windstone subdivision resident – also commented on the trees and said it was the only space in the whole development that had those big growth trees. Wants to leave them alone.

Nick Lamagna said he'd be open to a discussion to see what could be done and reached out to his architect, Ray Sikkemma, who explained that the low point in the subdivision is outlot A, which is where the water and drainage pond would need to go and it cannot be moved. He said the only way to save the trees would be to eliminate building one and that would make this project impossible. Dave Neville said he didn't understand why there was a conversation of preserving outlot A with no trees instead of the trees in the building unit, and Sikkemma explained again that the retention has to be at the lowest point of the subdivision and the water is where it wants to be and it needs to be there or there will be flooding and drainage problems both on and off site. Lamagna said drainage was one of the biggest issues they'd dealt with and unfortunately with the natural land lay they can't move things around as much as they'd like to. He said they'd do what they can to keep the trees.

Cheryl Stetter, Windstone subdivision resident – Said she appreciates the walkway being added. She had concerns about markers indicating a wetland delineation next to building 2 and a group of pink flags by building 3 indicating a drain tile. Lamagna said they were aware of all the drain items and would make sure they would not be drilling into any wetlands. Stetter also noted about the talk of planting trees and said the trees could potentially be moved to an area around the pond to give some privacy and would be an ideal location.

Kristina Neville, Windstone subdivision resident – questioned why the subdivision wasn't being pushed back given that there was a large field in front of it. Sikkemma said the simplest answer would be that they do not own that property and the property owner has indicated they are not willing to develop at his time.

Valerie Shoger, 1473 Hearthstone Lane – Wanted to complement Lamagna and his team on the revisions they'd done and said the new buildings look awesome. She also wanted to thank them for the addition of the walking path and that it would be a great feature. She had questions about backyard landscaping and

Director Toth directed her to the Village Board packets on the website that had that information and design. Shoger also said that in regards to the trees on the property, while they would all like to conserve and keep them she understands the reasoning and where the detention pond needs to go. She said if anything can be done to save the trees that would be great and thanked the petitioner again for the revisions they had done and for listening.

Sonja Flores-Gomez, Windstone subdivision resident – wanted to thank the board for allowing residents to share their thoughts and also wanted to thank the petitioner for listening to us. She said she's been on several North Aurora board meetings where there have been builders not willing to listen to the community. She said she'd also love to save the trees by building one, but understands the drainage issues. She also noted there are some coyote dens in the area and asked about relocating. Lamagna said he would look into that.

## **2. Mid-Year Financial Review**

Finance Director Bill Hannah presented an overview the Village's revenue and other financial information to date. He noted that sales tax revenue is up 14% compared to last year and that such was quite remarkable. He said the reasons for the change were that the North Aurora auto mall was doing very well with sales tax revenue up to \$200,000. Cannabis sales were also better than anticipated. Grocery stores and other essential stores also did really well over the last six months. He said there was close to \$5.3 million in sales tax versus last year's \$4.6 million, or an increase of 8%. He said there are some micro issues and causes for concern but on a macro level the Village has done really well.

There was negative sales tax in March, April, May but it came back strong in June, July and September. He said the Village was blessed to have such a resilient, robust economy to weather some of the changes endured and that on the whole the trend was a positive situation. Income tax revenue is also up 19% over the first 8 months, due in part from the State changing the filing deadline from April to June, which is the biggest accounting of that variance. The projection is just over \$1.98 million versus the budgeted amount of \$1.6 million. He said due to this the Village may be overbudget but it should smooth out and level next year.

Building permit revenue was tracking well and projected \$300,000 and that number is expected to be reached or slightly exceed. He said the \$300,000 amount is going to likely be the projected budgeted figure going forward. The Village adopted a 3% tax for cannabis sales effective July 1 in addition to the regular sales tax. Director Hannah said he cannot share exact data as it is confidential, but can say the initial \$600,000 estimate of revenue generated for the Village was a fair estimate and in ballpark. He said video gaming revenue has been down as is the telecommunications tax and off track betting is currently closed rendering it down as well as amusement tax, the majority of which are the result of mitigation efforts. The Village received approximately \$1.06 million in CARES Act funding.

Director Hannah said he's very pleasantly surprised with the base line projects and said next year the economy will assume a gradual recovery. He said when the 2020 census figures are decided in the spring there may be an uptick in per-capita revenues. Overall the Village's financial position is very good and the Village is maintaining its AA+ bond rating.

**EXECUTIVE SESSION** – None

**ADJOURNMENT TO VILLAGE BOARD MEETING**

Motion to adjourn back to the Village Board meeting was made by Trustee Gaffino and seconded by Trustee Martinez. All in favor. **Motion approved.**

Respectfully Submitted,

Natalie F. Stevens  
Deputy Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: ablasr  
 Printed: 01/27/2021 - 2:14PM  
 Batch: 00501.02.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation						
039020						
Custodial Supplies	660.38	01-445-4421	Custodial Supplies	PSI421397	1/5/2021	02/01/2021
Custodial Supplies	436.71	01-445-4421	Custodial Supplies	PSI421399	1/5/2021	02/01/2021
Paper Towels, Paper Plates, Coffee Filters- PD	635.45	01-445-4421	Custodial Supplies	PSI421896	1/6/2021	02/01/2021
Paper Towels	173.30	01-445-4421	Custodial Supplies	PSI422438	1/7/2021	02/01/2021
Total:	1,905.84	*Vendor Total				
ABC Carpet						
038040						
Cell & Holding Area Cleaning- PD	450.00	01-445-4520	Public Buildings Rpr & Mtce	01052021	1/5/2021	02/01/2021
Total:	450.00	*Vendor Total				
Abelei, Inc.						
468085						
Escrow Credit Balance	4,368.41	90-000-E235	Abelei Flavors Addition	01192021	1/19/2021	02/01/2021
Total:	4,368.41	*Vendor Total				
Ace Hardware						
000030						
Christmas Lights	117.53	01-490-4761	Beautification Committee	12312020-01	12/31/2020	02/01/2021
Silicone, Paint, Fastners	201.38	01-445-4510	Equipment/IT Maint	12312020-02	12/31/2020	02/01/2021
Drain Cleaner	26.98	01-445-4421	Custodial Supplies	12312020-03	12/31/2020	02/01/2021
PH Test Kits	14.98	01-445-4870	Equipment	12312020-04	12/31/2020	02/01/2021
Total:	360.87	*Vendor Total				
American Planning Association						
035840						
APA Dues	634.00	01-441-4390	Dues & Meetings	174100-2113	1/8/2021	02/01/2021
Total:	634.00	*Vendor Total				
Aurora Area Convention						
003770						
Akshar Hotel Tax/ Dec 2020	1,346.67	15-430-4752	90% Tourism Council	01152021	1/15/2021	02/01/2021
Total:	1,346.67	*Vendor Total				
Aurora Area Interfaith Food Pantry						
467729						
Food Pantry Donation	500.00	01-410-4799	Misc. Expenditures	01262021	1/26/2021	02/01/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	500.00	*Vendor Total				
B & F Construction						
015600						
Plan Review- Chapel Street Church	1,070.00	01-441-4276	Inspection Services	55442	1/18/2021	02/01/2021
Total:	1,070.00	*Vendor Total				
Beacon News						
025450						
Newspaper Renewal	52.00	01-410-4799	Misc. Expenditures	01032021	1/3/2021	02/01/2021
Total:	52.00	*Vendor Total				
Carus Corporation						
033300						
WTP HMO	989.91	60-445-4567	Treatment Plant Repair/Maint	SLS 1008943	1/13/2021	02/01/2021
ETP HMO	989.91	60-445-4437	Chlorine	SLS 1008943	1/13/2021	02/01/2021
Total:	1,979.82	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning- PW Garage	32.55	01-445-4520	Public Buildings Rpr & Mtce	4072171415	1/5/2021	02/01/2021
First Aid Kit- PW Garage	57.92	01-445-4870	Equipment	5048135985	1/11/2021	02/01/2021
Total:	90.47	*Vendor Total				
City of Aurora						
027870						
Sample Analysis- Dec 2020	261.00	60-445-4562	Testing (water)	212572	1/11/2021	02/01/2021
Total:	261.00	*Vendor Total				
Coffman Truck Sales, Inc.						
000320						
Safety Test- Truck #174	21.50	01-445-4511	Vehicle Repair and Maint	204602	1/13/2021	02/01/2021
Total:	21.50	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights	373.74	10-445-4660	Street Lighting and Poles	3771153008	12/17/2020	02/01/2021
Total:	373.74	*Vendor Total				
Compass Minerals America Inc.						
467908						
Road Salt	17,872.66	10-445-4439	Salt	738158	1/6/2021	02/01/2021
Road Salt	1,984.68	10-445-4439	Salt	739242	1/7/2021	02/01/2021
Road Salt	22,170.23	10-445-4439	Salt	739259	1/7/2021	02/01/2021
Road Salt	2,023.18	10-445-4439	Salt	740259	1/8/2021	02/01/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	44,050.75	<b>*Vendor Total</b>				
<b>D&amp;A Powertrain Components, INC</b>						
467649						
Hydrolic Line Repair- Truck #147	59.91	01-445-4511	Vehicle Repair and Maint	234571	1/6/2021	02/01/2021
Hub Cap Gear Oil	48.97	01-445-4511	Vehicle Repair and Maint	234585	1/6/2021	02/01/2021
JIC/ ORing Boss	27.50	01-445-4511	Vehicle Repair and Maint	234685	1/14/2021	02/01/2021
<hr/>						
Total:	136.38	<b>*Vendor Total</b>				
<b>David &amp; Courtney Dent</b>						
468095						
Water Credit Refund	6.40	60-320-3340	Water Collections	01252021	1/25/2021	02/01/2021
<hr/>						
Total:	6.40	<b>*Vendor Total</b>				
<b>Display Sales</b>						
017010						
Pole Banners (8)	800.00	01-490-4761	Beautification Committee	INV-027327	1/28/1850	02/01/2021
Pole Banners (4)	400.00	01-490-4761	Beautification Committee	INV-027328	1/28/1850	02/01/2021
<hr/>						
Total:	1,200.00	<b>*Vendor Total</b>				
<b>Drendel &amp; Jansons Law Group</b>						
028580						
Vally Green- Legal Srvc/ Dec 2020	175.00	90-000-E250	Opus - Valley Green Project	87282	12/31/2020	02/01/2021
CommDev- Legal Srvc/ Dec 2020	1,207.50	01-441-4260	Legal	87398	12/31/2020	02/01/2021
Moose Lake Estates- Legal Srvc/ Dec 2020	3,524.50	90-000-E254	Mooselake - MI Homes	87519	12/31/2020	02/01/2021
CommDev- Legal Srvc/ Dec 2020	6,877.50	01-441-4260	Legal	87520	12/31/2020	02/01/2021
<hr/>						
Total:	11,784.50	<b>*Vendor Total</b>				
<b>Fifth Third Bank</b>						
028450						
LED Dome Cool White/ Home Depot	406.95	01-490-4761	Beautification Committee	BR12282020-	12/1/2020	02/01/2021
Virtual Summit- Water Quality & Infrastructure	195.00	01-445-4380	Training	BR12282020-	12/7/2020	02/01/2021
Lower Tailgate Hinge/ Viking- Cives Midwest	54.00	01-445-4511	Vehicle Repair and Maint	BR12282020-	12/14/2020	02/01/2021
Shipping Of Tailgate Hinge/ Viking- Cives Mid	20.82	01-445-4511	Vehicle Repair and Maint	BR12282020-	12/15/2020	02/01/2021
Power Supply Replacement/ NewEgg	39.98	01-430-4420	IT Supplies	DA12282020-	12/4/2020	02/01/2021
Flood Lights For Riverfront Park/ Amazon	269.03	01-445-4530	Public Grounds/Parks Maint	DA12282020-	12/6/2020	02/01/2021
Carburetor Kits- PW/ Amazon	51.84	01-445-4510	Equipment/IT Maint	DA12282020-	12/14/2020	02/01/2021
Web Cams (3)/ Amazon	59.37	01-430-4420	IT Supplies	DA12282020-	12/13/2020	02/01/2021
Cut Off Saw Air Filter- PW/ Amazon	34.57	01-445-4510	Equipment/IT Maint	DA12282020-	12/23/2020	02/01/2021
Santa Belt/ Amazon	29.98	01-440-4799	Misc.	DC12282020-	11/30/2020	02/01/2021
Batteries/ Amazon	47.10	01-440-4799	Misc.	DC12282020-	12/9/2020	02/01/2021
Santa Beard/ OTC Brands	46.73	01-440-4498	Community Service	DF12282020-	12/5/2020	02/01/2021
Membership Dues/ IACP	190.00	01-440-4390	Dues & Meetings	DF12282020-	12/4/2020	02/01/2021
Creamer/ Office Depot	69.06	01-440-4411	Office Expenses	JD12282020-(	11/30/2020	02/01/2021
Creamer/ Office Depot	65.29	01-440-4411	Office Expenses	JD12282020-(	12/1/2020	02/01/2021
Investigative Tool/ Lexis Nexis	150.00	01-440-4555	Investigations	JD12282020-(	12/2/2020	02/01/2021
Candy Canes/ Amazon	106.16	01-440-4799	Misc.	JD12282020-(	12/4/2020	02/01/2021
Business Cards/ Fast Color	59.00	01-440-4411	Office Expenses	JD12282020-(	12/7/2020	02/01/2021
Santa Hat/ Amazon	70.13	01-440-4799	Misc.	JD12282020-	12/4/2020	02/01/2021
Food Search Warrant/ Macianos Pizza	138.80	01-440-4799	Misc.	JG12282020-(	12/3/2020	02/01/2021
Evidence Supplies Search Warrant/ Home Depc	236.65	01-440-4557	Evidence Processing	JG12282020-(	12/2/2020	02/01/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
NAPD Logo Face Masks/ Absolute Exhibits	232.50	01-440-4799	Misc.	JG12282020-	12/7/2020	02/01/2021
2021 Conf Fee- Lohrstorfer/ Natl Assoc Of SRC	450.00	01-440-4370	Conferences & Travel	JG12282020-	12/17/2020	02/01/2021
Investigations Camera/ B&H Photo	1,239.83	01-440-4555	Investigations	JG12282020-	12/17/2020	02/01/2021
Firearms Training- Red Dot Inst/ SP Modern Sa	900.00	01-440-4380	Training	JG12282020-	12/21/2020	02/01/2021
Toner For Printer/ Amazon	134.82	01-440-4411	Office Expenses	MQ12282020	12/7/2020	02/01/2021
Automotive Battery Charger/ Amazon	28.68	01-440-4511	Vehicle Repair and Maint	SBZ12282020	12/2/2020	02/01/2021
Beacon News Mthly Subscription/ Chicago Tril	15.96	01-440-4652	Phones and Connectivity	SBZ12282020	12/21/2020	02/01/2021
PAFR App Fee/ GFOA	250.00	01-430-4799	Misc.	WH12282020	12/17/2020	02/01/2021
Dues (3)/ IGFOA	450.00	01-430-4390	Dues & Meetings	WH12282020	12/21/2020	02/01/2021
Total:	6,042.25	<b>*Vendor Total</b>				
<b>Frost Electric Company, Inc.</b>						
021540						
PE Replacement- PW Garage	425.00	01-445-4520	Public Buildings Rpr & Mtce	8361	1/7/2021	02/01/2021
Total:	425.00	<b>*Vendor Total</b>				
<b>Gaylord Humphries</b>						
468089						
Water Credit Refund	21.53	60-320-3340	Water Collections	01252021	1/25/2021	02/01/2021
Total:	21.53	<b>*Vendor Total</b>				
<b>Global Water Technology, Inc.</b>						
467862						
Monthly Water Treatm- VH	200.00	01-445-4520	Public Buildings Rpr & Mtce	54661	1/5/2021	02/01/2021
Total:	200.00	<b>*Vendor Total</b>				
<b>Iftikhar Ahmad or Mehreen Raja</b>						
468091						
Water Credit Refund	59.22	60-320-3340	Water Collections	01252021	1/25/2021	02/01/2021
Total:	59.22	<b>*Vendor Total</b>				
<b>ILLCO Inc.</b>						
040110						
Valves & Gaskets For TP Repairs	554.04	60-445-4567	Treatment Plant Repair/Maint	1379731	12/31/2020	02/01/2021
O Rings For TP Pumps	21.00	60-445-4567	Treatment Plant Repair/Maint	1379835	1/6/2021	02/01/2021
Total:	575.04	<b>*Vendor Total</b>				
<b>Illinois State Police Bureau of</b>						
041810						
Fingerprint Fees	56.50	01-440-4799	Misc.	COST CTR 0	10/31/2020	02/01/2021
Total:	56.50	<b>*Vendor Total</b>				
<b>Imho Lee</b>						
468092						
Water Credit Refund	30.80	60-320-3340	Water Collections	01252021	1/25/2021	02/01/2021
Total:	30.80	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Industrial Door Company</b>						
044430						
Button Transmitters (15)	675.00	01-445-4520	Public Buildings Rpr & Mtce	112672	1/12/2021	02/01/2021
Salt Barn Door Repair	1,486.50	01-445-4520	Public Buildings Rpr & Mtce	112678	1/13/2021	02/01/2021
Total:	2,161.50	<b>*Vendor Total</b>				
<b>Joe &amp; Darlene Emanuel</b>						
468086						
Mailbox Reimbursement- 1572 W Mooseheart	100.00	01-445-4799	Misc. Expenditures	01112021	1/11/2021	02/01/2021
Total:	100.00	<b>*Vendor Total</b>				
<b>Julie</b>						
013400						
Annual JULIE Locate Calls	4,893.70	60-445-4652	Phones and Connectivity	2021-1209	1/6/2021	02/01/2021
Total:	4,893.70	<b>*Vendor Total</b>				
<b>Kane County Division of</b>						
036170						
Traffic Signal Maint- 3rd Qtr	210.60	01-445-4545	Traffic Signs & Signals	2020-0000003	11/30/2020	02/01/2021
Total:	210.60	<b>*Vendor Total</b>				
<b>Kane County Recorder</b>						
010600						
Ordinance Recording	156.00	01-441-4506	Publishing	12312021	12/31/2020	02/01/2021
Total:	156.00	<b>*Vendor Total</b>				
<b>Kaveh Shamloo</b>						
468087						
Water Credit Refund	17.66	60-320-3340	Water Collections	01252021	1/25/2021	02/01/2021
Sewer Maint Credit Refund	0.17	18-320-3350	Sewer Collection	01252021-02	1/25/2021	02/01/2021
Total:	17.83	<b>*Vendor Total</b>				
<b>KB Collision &amp; Customs</b>						
046310						
Squad Disinfection For Fleet	1,500.00	01-440-4511	Vehicle Repair and Maint	3693	1/20/2021	02/01/2021
Total:	1,500.00	<b>*Vendor Total</b>				
<b>Konica Minolta</b>						
024860						
Copier Maint/ Dec 2020	17.58	01-440-4510	Equipment/IT Maint	270530405	12/31/2020	02/01/2021
Copier Maint/ Dec 2020	64.08	01-440-4510	Equipment/IT Maint	270537440	12/31/2020	02/01/2021
Copier Maint/ Dec 2020	37.18	01-440-4510	Equipment/IT Maint	270540726	12/31/2020	02/01/2021
Copier Maint/ Dec 2020	21.53	01-430-4411	Office Expenses	9007417551-C	1/31/2021	02/01/2021
Copier Maint/ Dec 2020	21.54	01-445-4411	Office Expenses	9007417551-C	1/31/2021	02/01/2021
Copier Maint/ Dec 2020	21.54	60-445-4411	Office Expenses	9007417551-C	1/31/2021	02/01/2021
Copier Maint/ Dec 2020	21.54	01-441-4411	Office Expenses	9007417551-C	1/31/2021	02/01/2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	204.99	*Vendor Total				
Legat Architects						
467855						
Final Report Development	561.00	21-452-4501	Contractual Services	54223	1/11/2021	02/01/2021
Total:	561.00	*Vendor Total				
Menards						
016070						
Hand Truck	79.99	01-445-4870	Equipment	56563-01	12/28/2020	02/01/2021
Bleach/ Cleaner	12.61	01-445-4421	Custodial Supplies	56563-02	12/28/2020	02/01/2021
Screws & 2x2	23.28	01-445-4520	Public Buildings Rpr & Mtce	57011	1/5/2021	02/01/2021
Tractor Stering Knob	14.95	01-445-4510	Equipment/IT Maint	57057-01	1/6/2021	02/01/2021
Bolts, Nuts, Foam Brush, Rubber Stopper	13.22	01-445-4511	Vehicle Repair and Maint	57057-02	1/6/2021	02/01/2021
Area Light Salt Dome	99.99	01-445-4520	Public Buildings Rpr & Mtce	57139	1/7/2021	02/01/2021
Kerosene	101.94	01-445-4510	Equipment/IT Maint	57173	1/8/2021	02/01/2021
Toilet Repair & Misc- WTP	71.78	60-445-4567	Treatment Plant Repair/Maint	57346	1/11/2021	02/01/2021
30 Gallon Totes	17.98	01-490-4761	Beautification Committee	57385-01	1/12/2021	02/01/2021
Hand Towels, Light Bulbs	59.17	01-445-4421	Custodial Supplies	57385-02	1/12/2021	02/01/2021
Pliers, Plugs, Nipple, Truck Parts	54.49	01-445-4511	Vehicle Repair and Maint	57400	1/12/2021	02/01/2021
Washer, Nuts, Screws	2.99	01-445-4511	Vehicle Repair and Maint	57444	1/13/2021	02/01/2021
Plug, Bushing, Sealant	21.24	01-445-4511	Vehicle Repair and Maint	57477	1/13/2021	02/01/2021
Misc TP Supplies	135.90	60-445-4567	Treatment Plant Repair/Maint	57514	12/14/2020	02/01/2021
Total:	709.53	*Vendor Total				
Michael & Janet Pacione						
468093						
Water Credit Refund	27.53	60-320-3340	Water Collections	01252021-01	1/25/2021	02/01/2021
Sewer Maint Credit Refund	1.72	18-320-3350	Sewer Collection	01252021-02	1/25/2021	02/01/2021
Total:	29.25	*Vendor Total				
Miner Electronics Corporation						
3383						
Squad Repair/ Set-Up	235.00	01-440-4511	Vehicle Repair and Maint	271051	12/30/2020	02/01/2021
Squad Repair/ Set-Up	450.00	01-440-4511	Vehicle Repair and Maint	271278	12/30/2020	02/01/2021
Squad Repair	62.50	01-440-4511	Vehicle Repair and Maint	271387	11/6/2020	02/01/2021
Squad Repair	62.50	01-440-4511	Vehicle Repair and Maint	271408	1/11/2021	02/01/2021
Total:	810.00	*Vendor Total				
Monroe Truck Equipment, Inc.						
031330						
Truck Parts	30.54	01-445-4511	Vehicle Repair and Maint	331487	1/6/2021	02/01/2021
Total:	30.54	*Vendor Total				
MSAB Inc.						
052550						
License Renewal- XRY	3,250.00	01-440-4510	Equipment/IT Maint	34746	12/9/2020	02/01/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	3,250.00	<b>*Vendor Total</b>				
<b>North Aurora NAPA, Inc.</b>						
038730						
Drill Bit	9.12	01-445-4511	Vehicle Repair and Maint	368705	12/18/2020	02/01/2021
Air Filters	50.44	01-445-4511	Vehicle Repair and Maint	368931	12/22/2020	02/01/2021
Saws	30.54	01-445-4870	Equipment	368993	12/22/2020	02/01/2021
Rain X Cleaner	25.58	01-445-4511	Vehicle Repair and Maint	369337	12/29/2020	02/01/2021
Coolant Hose	103.17	01-445-4511	Vehicle Repair and Maint	369451	12/30/2020	02/01/2021
Manual Transfer Pump	56.97	01-445-4511	Vehicle Repair and Maint	369674	1/4/2021	02/01/2021
Alum & Copper Anti-Sieze	31.13	01-445-4511	Vehicle Repair and Maint	369729	1/5/2021	02/01/2021
Squad Parts	35.19	01-440-4511	Vehicle Repair and Maint	369757	1/5/2021	02/01/2021
Squad Parts	35.69	01-440-4511	Vehicle Repair and Maint	369758	1/5/2021	02/01/2021
Squad Parts	62.90	01-440-4511	Vehicle Repair and Maint	369765	1/5/2021	02/01/2021
Chevy OR	6.76	01-445-4511	Vehicle Repair and Maint	369866	1/6/2021	02/01/2021
Flormarker	37.95	01-445-4511	Vehicle Repair and Maint	369897	1/6/2021	02/01/2021
Squad Parts	402.24	01-440-4511	Vehicle Repair and Maint	369934	1/7/2021	02/01/2021
Starting Fluid	4.29	01-445-4511	Vehicle Repair and Maint	3699446	12/30/2020	02/01/2021
Relay Tester	127.85	01-445-4870	Equipment	370015	1/8/2021	02/01/2021
Ignition Switch- '09 Chevy	94.88	01-445-4511	Vehicle Repair and Maint	370019	1/8/2021	02/01/2021
Air Tanks	1,023.98	01-445-4511	Vehicle Repair and Maint	370028	1/8/2021	02/01/2021
Cable Air Tank	34.08	01-445-4511	Vehicle Repair and Maint	370029	1/8/2021	02/01/2021
Squad Parts	198.84	01-440-4511	Vehicle Repair and Maint	370040	1/9/2021	02/01/2021
Squad Parts	74.83	01-440-4511	Vehicle Repair and Maint	370049	1/8/2021	02/01/2021
Squad Parts	37.19	01-440-4511	Vehicle Repair and Maint	370053	1/8/2021	02/01/2021
Air Brake Line Repair	176.10	01-445-4510	Equipment/IT Maint	370120	1/9/2021	02/01/2021
Drain Valve	108.86	01-445-4511	Vehicle Repair and Maint	370290	1/12/2021	02/01/2021
Fittings/ Connector- Truck #186	163.10	01-445-4511	Vehicle Repair and Maint	370350	1/12/2021	02/01/2021
Fittings	91.47	01-445-4511	Vehicle Repair and Maint	370440	1/13/2021	02/01/2021
Air Brake Hose	0.85	01-445-4511	Vehicle Repair and Maint	370532	1/14/2021	02/01/2021
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Total:	3,024.00	<b>*Vendor Total</b>				
<b>Office Depot</b>						
039370						
Office Supplies	344.98	01-430-4411	Office Expenses	14342995700	1/4/2021	02/01/2021
Office Supplies	11.61	01-430-4411	Office Expenses	14443020400	1/5/2021	02/01/2021
Office Supplies	11.61	01-445-4411	Office Expenses	14443020400	1/5/2021	02/01/2021
Office Supplies	25.40	60-445-4411	Office Expenses	14443020400	1/5/2021	02/01/2021
Office Supplies	11.62	01-441-4411	Office Expenses	14443020400	1/5/2021	02/01/2021
Office Supplies	25.36	01-430-4411	Office Expenses	14651666300	1/4/2021	02/01/2021
Office Supplies	73.94	01-445-4411	Office Expenses	14651666300	1/4/2021	02/01/2021
Office Supplies	25.37	60-445-4411	Office Expenses	14651666300	1/4/2021	02/01/2021
Office Supplies	25.37	01-441-4411	Office Expenses	14651666300	1/4/2021	02/01/2021
Office Supplies	12.79	01-430-4411	Office Expenses	14653029500	1/4/2021	02/01/2021
Office Supplies Return	-12.79	01-430-4411	Office Expenses	14889006400	1/11/2021	02/01/2021
Office Supplies	38.99	01-430-4411	Office Expenses	14890848700	1/6/2021	02/01/2021
Office Supplies	3.72	01-445-4411	Office Expenses	14890848700	1/6/2021	02/01/2021
Office Supplies	3.71	60-445-4411	Office Expenses	14890848700	1/6/2021	02/01/2021
Office Supplies	3.71	01-441-4411	Office Expenses	14890848700	1/6/2021	02/01/2021
Office Supplies	10.43	01-430-4411	Office Expenses	14932859800	1/8/2021	02/01/2021
Office Supplies	10.43	01-445-4411	Office Expenses	14932859800	1/8/2021	02/01/2021
Office Supplies	10.43	60-445-4411	Office Expenses	14932859800	1/8/2021	02/01/2021
Office Supplies	58.75	01-441-4411	Office Expenses	14932859800	1/8/2021	02/01/2021
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Total:	695.43	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Ottosen DiNolfo</b>						
031590						
Legal Services	90.00	01-440-4260	Legal	131983	12/31/2020	02/01/2021
Total:	90.00	<b>*Vendor Total</b>				
<b>Paddock Publications, Inc.</b>						
026910						
Mill Race Speedway Install Project Bid Notice	96.60	01-445-4506	Publishing	166199	12/27/2020	02/01/2021
Total:	96.60	<b>*Vendor Total</b>				
<b>Pirtek O'Hare</b>						
035670						
Hose Cleaning	1,155.54	01-445-4511	Vehicle Repair and Maint	OH-T000080	1/4/2021	02/01/2021
Total:	1,155.54	<b>*Vendor Total</b>				
<b>Pitney Bowes Purchase Power</b>						
029940						
Pre-Pay Postage Meter Refill- Admin	375.00	01-430-4505	Postage	01112021-01	1/11/2021	02/01/2021
Pre-Pay Postage Meter Refill- PW	375.00	01-445-4505	Postage	01112021-02	1/11/2021	02/01/2021
Pre-Pay Postage Meter Refill- Water	375.00	60-445-4505	Postage	01112021-03	1/11/2021	02/01/2021
Pre-Pay Postage Meter Refill- CommDev	375.00	01-441-4505	Postage	01112021-04	1/11/2021	02/01/2021
Total:	1,500.00	<b>*Vendor Total</b>				
<b>Randall Cafe Grill &amp; Bar Corp</b>						
468075						
2020 Liquor License Rebate- Class A	2,400.00	01-490-4799	Misc. Expenditures	12172020-02	12/17/2020	02/01/2021
Total:	2,400.00	<b>*Vendor Total</b>				
<b>Rempe Sharpe &amp; Associates</b>						
000970						
LV 2nd Review Final Grading- Dec 2020	212.00	90-000-E240	Lincoln Valley Plan Review	27769-01	1/8/2021	02/01/2021
LV 1st Review Final Grading- Dec 2020	1,272.00	01-441-4255	Engineering	27769-02	1/8/2021	02/01/2021
T-Mobile 600 Princeton Plan Review- Dec 2020	2,840.50	90-000-E239	Insite- T-Mobile 600 Princeton	27770	1/8/2021	02/01/2021
LV Eng Svcs- Dec 2020	4,330.10	90-000-E232	DR Horton - FV Golf Course	27771	1/8/2021	02/01/2021
Spring Orchard Eng Servc- Dec 2020	208.00	90-000-E222	Springs at Orchard Rd	27772	1/8/2021	02/01/2021
Total:	8,862.60	<b>*Vendor Total</b>				
<b>Secretary of State</b>						
002690						
Notary- Joswick	10.00	01-440-4799	Misc.	01152021	1/15/2021	02/01/2021
Notary- McCoy	10.00	01-440-4799	Misc.	01152021-02	1/15/2021	02/01/2021
Total:	20.00	<b>*Vendor Total</b>				
<b>Stacey Danek</b>						
468090						
Water Credit Refund	18.43	60-320-3340	Water Collections	01252021	1/25/2021	02/01/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	18.43	<b>*Vendor Total</b>				
<b>Sun Life Financial</b>						
033620						
Dental Insurance- Admin/ Feb 2021	292.16	01-430-4136	Dental Insurance	02012021-01	2/1/2021	02/01/2021
Dental Insurance- CommDev/ Feb 2021	118.43	01-441-4136	Dental Insurance	02012021-02	2/1/2021	02/01/2021
Dental Insurance- Police/ Feb 2021	919.46	01-440-4136	Dental Insurance	02012021-03	2/1/2021	02/01/2021
Dental Insurance- PW/ Feb 2021	394.39	01-445-4136	Dental Insurance	02012021-04	2/1/2021	02/01/2021
Dental Insurance- Water/ Feb 2021	45.74	60-445-4136	Dental Insurance	02012021-05	2/1/2021	02/01/2021
Dental Insurance- Employee/ Feb 2021	2,000.76	01-000-2054	Insurance Employee Reimburse	02012021-06	2/1/2021	02/01/2021
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Total:	3,770.94	<b>*Vendor Total</b>				
<b>The Blue Line</b>						
030120						
Job Recruitment Listing	348.00	01-440-4799	Misc.	41035	1/8/2021	02/01/2021
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Total:	348.00	<b>*Vendor Total</b>				
<b>Thom Jungels</b>						
039460						
Plumbing Inspections (20)	700.00	01-441-4276	Inspection Services	01152021	1/15/2021	02/01/2021
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Total:	700.00	<b>*Vendor Total</b>				
<b>Thomas Dover</b>						
468094						
Water Credit Refund	27.10	60-320-3340	Water Collections	01252021-01	1/25/2021	02/01/2021
Sewer Maint Credit Refund	0.90	18-320-3350	Sewer Collection	01252021-02	1/25/2021	02/01/2021
<hr/>						
Total:	28.00	<b>*Vendor Total</b>				
<b>Tollway Park of Commerce Owners Assn.</b>						
045180						
Tollway Park HOA Dues	1,403.43	01-440-4799	Misc.	01262021	1/26/2021	02/01/2021
<hr/>						
Total:	1,403.43	<b>*Vendor Total</b>				
<b>Traffic Control &amp; Protection</b>						
021520						
Misc Signs (2)	147.50	01-445-4545	Traffic Signs & Signals	106030	12/29/2020	02/01/2021
<hr/>						
Total:	147.50	<b>*Vendor Total</b>				
<b>Tylor Cottingham</b>						
468088						
Water Credit Refund	5.34	60-320-3340	Water Collections	01252021-01	1/25/2021	02/01/2021
Sewer Maint Credit Refund	0.19	18-320-3350	Sewer Collection	01252021-02	1/25/2021	02/01/2021
<hr/>						
Total:	5.53	<b>*Vendor Total</b>				
<b>WBK Engineering, LLC</b>						
467655						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Mixed Use Bld 1101 Ritter- Eng Srvc/ Dec 202	1,648.05	90-000-E056	Randall Crossing Mixed Use	21752	1/13/2021	02/01/2021
Valley Green- Eng Srvc/ Dec 2020	1,915.00	90-000-E250	Opus - Valley Green Project	21753	1/13/2021	02/01/2021
Moose Lake Estates Unit 3- Eng Srvc/ Dec 202	344.00	90-000-E254	Mooselake - MI Homes	21754	1/13/2021	02/01/2021
Total:	3,907.05	*Vendor Total				
Winzer Corporation						
047560						
PD Dispensers (21)	420.60	01-445-4421	Custodial Supplies	6781396	1/6/2021	02/01/2021
Total:	420.60	*Vendor Total				
Report Total:	121,231.28					



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: Brandon Tonarelli, Village Engineer and Paul Young, Water Superintendent  
Date: January 25, 2021  
Re: Consideration of an Engineering Agreement with EEI in the amount of \$48,724 for Well #5 Modifications

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The Village has received a proposal from Engineering Enterprises Incorporated (EEI) for the design and construction engineering for water well #5 modifications that are to be constructed in conjunction with the well inspection and preventative maintenance.

The scope of work for the well #5 modifications includes: installation of a pitless adapter, valve vault, air release valve, and metering pit, rerouting electrical, raw water pipe, and SCADA communications.

Well #5 was originally constructed in 1978 and the well house and above ground water main is experiencing issues that will require significant work and maintenance in the near future if left unchanged.

Issues include:

- Offset of above ground water main due to settlement.
- Structural damage to well house due to settlement.



- Cracks in concrete well head cap.



Converting the existing well to have a pitless adapter would keep all the water main below the frost line and bring the well into current recommended design standards. The existing concrete well cap crack could allow surface water and other contaminants to enter the well and moving to the pitless adapter design would remove this possible infiltration source. Additionally, the modifications will allow for the demolition of the existing well house that would no longer be necessary due to the past construction of the East Water Treatment Plant and with the change to the pitless adapter keeping all the water main below ground. The estimated construction cost for these modifications is calculated at \$275,000, and will be in the next fiscal year.

Plans and specifications for the demolition of the well house is planned to be completed by staff and

let as a separate contract.

The engineering services contract prepared by EEI has been separated into two components, a design component and a construction inspection component. The design component is a fixed fee of \$24,888. The construction inspection is estimated at \$23,836. This amount could vary depending on the actual hours required for inspection based on the length of the actual construction work. Village staff may complete some of the estimated task which would lower the actual hours used by EEI.

EI has experience with the design of water wells and modifications to them. The Water Superintendent and Village Engineer have reviewed the agreement and determined the scope of work is sufficient to complete the project. The actual engineering costs for this project were greater than the estimated, however there is sufficient funding available for the design engineering costs in this fiscal year. It is our recommendation to execute the agreement with EI in the amount of \$48,724.



**Agreement for Professional Services  
Village of North Aurora, Kane County, IL  
Well No. 5 Modifications**

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

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services to be provided include design and construction engineering services for the Well No. 5 Modifications project as indicated on Attachment C and as outlined in the following paragraphs.

The scope of the project shall include the following items:

- New pitless adapter for Well No. 5
- New raw water piping from the Well No. 5 wellhead to point of connection with the common raw water pipe to the East WTP
- New valve and meter vault, air release valve, and sampling station for Well No. 5
- Electrical and controls for the level transducer and new flow meter associated with Well No. 5

Design Engineering services shall include preparation of a Project Manual, including the Engineer's Standard Contract Documents and General Conditions, Special Provisions, and Technical Specifications. These services shall also include a Topographic Survey and Site Plan for the Well No. 5 site and preparation of design Drawings for the scope items. The Project Manual and Drawings shall be prepared for IEPA Construction Permitting and Bidding requirements. The Engineer shall prepare documents and coordinate with the Village and IEPA as necessary to obtain the IEPA Construction Permit. The Engineer shall prepare Engineer's Opinion of Probable Construction Cost as various times throughout the design stage.

Construction Engineering services shall include oversight of bidding, contracting, and construction services as desired by the Village. The scope includes bidding and contracting assistance, attendance at construction meetings, coordination with the Village and Contractor(s) throughout construction, pay application reviews, shop drawing and RFI reviews, construction observation, construction closeout assistance, and preparation of As-Built Drawings.

Scope Exclusions include the following:

- Well No. 5 Pump/Motor/Piping Rehabilitation (by Village/Well Contractor)
- Well No. 5 Existing Wellhouse Demolition (by Village)

- Utility Locates (by Village)
- Advertising for Bids (by Village) and Pre-Bid Meeting
- Local Permitting (by Village, if Necessary)
- IEPA Operating Permit (by Village)

**B. Term:**

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

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

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount is \$48,724.00, including Design and Construction Engineering services and direct reimbursable expenses. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days. A maximum of \$26,724 shall be invoiced prior to June 1, 2021. The Engineer will notify the Village if the contract is expected to exceed the estimated cost for Construction Engineering Services.

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

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

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

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

Specifications in PDF and CAD format shall be transferred from the Engineer to the Owner upon completion of the project and execution of Attachment F: EEI Electronic File Transfer Conditions and Agreement.

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

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

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

## **I. Indemnification:**

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

## **J. Insurance:**

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

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

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

**Attachment A:** Standard Terms and Conditions

**Attachment B:** Scope of Services (Exhibits 1 and 2)

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

**Attachment D:** Anticipated Project Schedule

**Attachment E:** 2021 Standard Schedule of Charges

**Attachment F:** EEI Electronic File Transfer Conditions and Agreement

**L. Notices:**

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

For the Village:

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

For the Contractor:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2021.

Village of North Aurora

Engineering Enterprises, Inc.:

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Mark Gaffino  
Village President

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Stephen T. Dennison, P.E.  
Senior Project Manager / Principal

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Lori Murray  
Village Clerk

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Jeffrey W. Freeman, P.E. CFM, LEED AP  
Chief Executive Officer

**ATTACHMENT B: SCOPE OF SERVICES  
EXHIBIT 1**

**SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES**

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties,

but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Attachment D: Anticipated Project Schedule.



## **SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES**

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
  - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
  - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
  - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
  - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)'

work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal

operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Attachment E: Standard Schedule of Charges dated January 1, 2021. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Attachment D: Anticipated Project Schedule – Well No. 5 Modifications.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

## **SECTION C – COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of Twenty-Four Thousand Eight Hundred Eighty Eight Dollars – Fixed Fee (FF) (\$24,888.00 FF) as summarized on Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Well No. 5 Modifications” dated January 22, 2021.
  - (a) The compensation for the professional design engineering services shall be payable as follows:
    - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
    - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation services on the basis of Hourly Rates (HR) as described on the attached Attachment E: Standard Schedule of Charges dated January 1, 2021. The estimated values are included in Attachment C: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Well No. 5 Modifications” dated January 22, 2021 and are estimated at Twenty-Three Thousand Eight Hundred Thirty Six Dollars – Hourly (HR) (\$23,836.00 HR).
  - (a) The compensation for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

- (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
  - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
5. A maximum of \$26,724 will be invoiced by the ENGINEER for the work prior to June 1, 2021.
6. The ENGINEER shall notify the OWNER if the Construction Engineering costs are expected to exceed the estimated amount and shall invoice only after receiving written approval from the OWNER for the additional costs.

## **SECTION D – ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Attachment C includes further details of included and excluded work scope items.
18. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).



## **SECTION E - SPECIAL PROVISIONS**

### **1. OWNER'S RESPONSIBILITIES**

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.
- 6. Access to Records:
  - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. **Covenant Against Contingent Fees** - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or

consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## **ATTACHMENT B: SCOPE OF SERVICES**

### **EXHIBIT 2**

#### **THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:**

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
  - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and

notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

(c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

(d) Shop Drawings and Samples:

- (1) Receive and record date of receipt of Shop Drawings and samples.
- (2) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

- (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
  - (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
  - (3) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.
- (i) Reports:
  - (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
  - (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
  - (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:



- (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**ATTACHMENT C:  
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
FOR PROFESSIONAL ENGINEERING SERVICES**

**Well No. 5 Modifications**  
VILLAGE OF NORTH AURORA, IL

WORK ITEM NO.	WORK ITEM	ENTITY:	EEI						WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SR. PROJ. TECHNICIAN II (SURVEYOR)	PROJECT TECHNICIAN (CAD)	ADMIN.		
		HOURLY RATE:	\$206	\$174	\$147	\$158	\$135	\$70		
DESIGN ENGINEERING										
2.1	Project Management and Administration		2	-	-	-	-	-	2	\$412
2.2	Site Visits and Meetings (Maximum of 2 Total)		4	4	-	-	-	-	8	\$1,520
2.3	Topographic Survey and Existing Site Plan		1	4	-	8	8	-	21	\$3,246
2.4	Preliminary Engineer's Opinion of Probable Construction Cost		1	4	-	-	-	-	5	\$902
2.5	Well No. 5 Modifications (Pitless Adapter) - Prepare Permit Issue Specifications		1	2	4	-	-	-	7	\$1,142
2.6	Well No. 5 Discharge Piping and Vaults (Including Valves/Meter) - Prepare Permit Issue Plans and Specifications		4	16	12	-	12	-	44	\$6,992
2.7	Electrical and Controls Engineering - Design/Coordination for Permitting		2	8	-	-	-	-	10	\$1,804
2.8	IEPA Construction Permit Application and Coordination		1	2	4	-	-	-	7	\$1,142
2.9	Prepare Bid Issue Plans and Specifications		1	8	4	-	4	-	17	\$2,726
2.10	Update Engineer's Opinion of Probable Construction Cost		1	4	-	-	-	-	5	\$902
Design Engineering Subtotal:			18	52	24	8	24	-	126	\$20,788
CONSTRUCTION ENGINEERING										
3.1	Project Management and Administration		2	-	-	-	-	-	2	\$412
3.2	Bidding and Contracting		2	4	4	-	-	2	12	\$1,836
3.3	Pre-Construction Meeting and Construction Progress Meetings (Maximum of 3 Total)		4	6	4	-	-	-	14	\$2,456
3.4	Coordination with Village and Contractor		4	8	4	-	-	-	16	\$2,804
3.5	Review Pay Applications (Maximum of 3)		2	4	4	-	-	2	12	\$1,836
3.6	Review Shop Drawings, RFI's and Change Orders		2	8	8	-	-	-	18	\$2,980
3.7	Construction Observation		-	8	32	-	-	-	40	\$6,096
3.8	Construction Closeout Coordination/Documentation - Punchlists, O&M's, Warranties		2	4	2	-	-	-	8	\$1,402
3.9	As-Built Drawings		-	2	2	4	4	-	12	\$1,814
Construction Engineering Subtotal:			18	44	60	4	4	4	134	\$21,636
PROJECT TOTAL:			36	96	84	12	28	4	260	\$42,424

**Notes:**

1. See Attachment B for Detailed Scope of Services and Exclusions
2. Fees Based on 2021 Standard Schedule of Charges
3. A Maximum of \$26,724 Will Be Invoiced Prior to June 1, 2021

**Exclusions:**

1. Well No. 5 Pump/Motor/Piping Rehabilitation (by Village/Contractor)
2. Well No. 5 Existing Wellhouse Demolition (by Village)
3. Utility Locates (by Village)
4. Advertising for Bids (by Village) and Pre-Bid Meeting
5. Local Permitting (by Village, if Necessary)
6. IEPA Operating Permit (by Village)

DIRECT EXPENSES	
Mileage =	\$200
Printing =	\$100
Electrical & Controls Engineering - Design (Archer) =	\$4,000
Electrical & Controls Engineering - Construction (Archer) =	\$2,000
<b>DIRECT EXPENSES =</b>	<b>\$6,300</b>

LABOR EXPENSES	
Engineering Expenses =	\$38,364
Drafting Expenses =	\$3,780
Administrative Expenses =	\$280
<b>TOTAL LABOR EXPENSES =</b>	<b>\$42,424</b>







<b>TOTAL CONTRACT COSTS =</b>	<b>\$48,724</b>
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**ENGINEERING ENTERPRISES, INC.**  
CONSULTING ENGINEERS

**ATTACHMENT D:  
SCHEDULE**

Well No. 5 Modifications  
VILLAGE OF NORTH AURORA, IL

[illegible]

Legend	
	Project Management
	Meetings
	Engineering
	Permitting
	Bidding and Contracting
	Construction Admin./Eng.

G:\Public\North Aurora\2020\NO2005 Well No. 5 Modifications\Project Management\PSA\NO2005 Attachment D - Schedule.xlsx\Schedule (2021-01-12)



## *Standard Schedule of Charges*

*January 1, 2021*

<b>EMPLOYEE DESIGNATION</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

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

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



**Engineering Enterprises, Inc.**

*Electronic File Transfer Conditions and Agreement  
January, 2021*

**Project Name: Well No. 5 Modifications**

**Project Number: NO2005**

At your request, Engineering Enterprises, Inc. (EEI) is providing these electronic files for your use solely in conjunction with the above referenced project. Your use of these files constitutes an acceptance of all of the terms and conditions referenced herein. Transferring or forwarding these electronic files to others is prohibited.

EEI's electronic files are compatible with Autocad Civil 3D 2019, operating on a Microsoft Windows based PC. EEI makes no, and specifically disclaims all, representations or warranties concerning the compatibility of these files with your hardware and your software.

Data contained in these electronic files is part of EEI's instruments of service and shall not be used by you for any purpose other than as necessary to work on the referenced project. The information contained herein is proprietary in nature and may only be used for the referenced project. All drawing information contained herein is proprietary to EEI (including, but not limited to, all associated copyrights, trademarks, servicemarks, trade secrets, and other intellectual property or industrial property rights), and including but not limited to symbol libraries, blocks, details, etc., and may not be reproduced, sold, distributed or utilized in any form on other projects without the express, prior written permission of EEI. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against EEI, its officers, directors, employees, agents or sub-consultants which may arise out of or in conjunction with your use of these electronic files. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless EEI, on demand, from all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from your use of these electronic files.

These electronic files are not contract documents. Significant differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. EEI makes no and specifically disclaims all representations, and warranties regarding the accuracy or completeness of the electronic files you receive. If a conflict arises between the signed contract documents prepared by EEI and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate your work with that of other consultants/contractors for the project.

Because of the potential that the information on the electronic files can be corrupted or modified, unintentionally or otherwise, EEI reserves the right to remove all indication of its ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by EEI and EEI makes no and specifically disclaims all, and you waive all warranties, either express or implied, oral or written, of merchantability and fitness for any particular purpose. In no event shall EEI be liable for any loss of profit or any consequential damages.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**Village of North Aurora**  
**Designation of Authorized Signers**

Revised: **February 1, 2021**

Approvals of authorized signers for each account below are to be as follows for investment/trust accounts and operating accounts:

Mark Gaffino, Village President  
Steven Bosco, Village Administrator  
William D. Hannah, Finance Director/Treasurer

Current Accounts Include:

**Investment Account Name**

Illinois Funds – General/Trust  
Illinois Funds – MFT  
U.S. Bank Trust and Custody  
Illinois Metropolitan Investment Trust – Convenience Fund  
Illinois Metropolitan Investment Trust – 1-3 Year Fund  
Harris Bank General Account Public Funds  
Illinois Trust

**Operating Account Name**

Old Second General Operations  
Old Second General Checking  
Old Second Payroll  
Old Second Motor Fuel Tax Fund

All wire transfers require two signatures or approvals. Authorization for above signers will also apply to any new accounts or investment vehicles that may be established in the future as determined to be in the best interest of the Village. Call back verification to a person not designated as an authorized signer is required when conducting external wire transfers from operating accounts. Internal transfers may be authorized by the Finance Director or designee between operating accounts. The Finance Director is authorized and directed to execute any corporate resolutions or other documents necessary to ensure that all necessary paperwork is processed, and coordinate the update of signatories with the Police Pension Board and related accounts if necessary.

A Motion was made and seconded by the Village Board of North Aurora at the Meeting of Monday, February 1, 2021 to approve these changes.

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

Mark J. Gaffino \_\_\_\_\_

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

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

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

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

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

ATTEST

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

\_\_\_\_\_  
Date

## Memorandum



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

**Cc:** Steve Bosco, Village Administrator

**From:** Natalie Stevens, Executive Assistant

**Date:** January 27, 2021

**Re:** Ordinance Granting All Prior Approved State Of Emergency Power and Executive Order Authority to New North Aurora Village President

---

On April 6, 2020 the Village of North Aurora Board of Trustees acknowledged a State of Emergency and granted State of Emergency powers and mayoral authority to former Mayor Berman during the COVID-19 pandemic as long as the current Illinois State Gubernatorial Executive Orders remain in place or until such other time as the Village Board declares by further ordinance that the State of Emergency for the Village of North Aurora shall terminate. Former Mayor Berman also issued a total of four Executive Orders aimed at assisting businesses during the pandemic and subsequent mitigation efforts imposed by the State.

Former Mayor Berman resigned as Village President on January 18, 2021, and the Village Trustees elected former Trustee Mark Gaffino to serve as Village President. As thus, attached is the ordinance extending the current executive order to grant Mayor Mark Gaffino all prior extended emergency powers and the continuance of previous issued Executive Orders.



## Memorandum



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

**Cc:** Steve Bosco, Village Administrator

**From:** Natalie Stevens, Executive Assistant

**Date:** January 27, 2021

**Re:** Ordinance Granting All Prior Approved State Of Emergency Power and Executive Order Authority to New North Aurora Village President

---

On April 6, 2020 the Village of North Aurora Board of Trustees acknowledged a State of Emergency and granted State of Emergency powers and mayoral authority to former Village President Berman during the COVID-19 pandemic as long as the current Illinois State Gubernatorial Executive Orders remain in place or until such other time as the Village Board declares by further ordinance that the State of Emergency for the Village of North Aurora shall terminate. Former Village President Berman also issued a total of four Executive Orders aimed at assisting businesses during the pandemic and subsequent mitigation efforts imposed by the State.

Former Village President Berman resigned as Village President on January 18, 2021, and the Village Trustees elected Trustee Mark Gaffino to serve as Village President. As thus, attached is the ordinance extending the current executive order to grant Village President Mark Gaffino all prior extended emergency powers and the continuance of previous issued Executive Orders.



**ORDINANCE NO.**

**ORDINANCE GRANTING ALL PRIOR APPROVED STATE OF EMERGENCY  
POWER AND EXECUTIVE ORDER AUTHORITY TO NEW NORTH AURORA VILLAGE  
PRESIDENT**

**WHEREAS**, due to the COVID-19 Pandemic, former North Aurora Mayor Berman issued a Proclamation of a Disaster for the Village of North Aurora, in keeping with world, national and State declarations, on March 19, 2020, Village of North Aurora; and

**WHEREAS**, on April 6, 2020, the Village Board unanimously approved ordinance 20-04-06-02 (“Exhibit A”) to acknowledge the State of Emergency and provide the Village President mayoral authority for the Village of North Aurora as long as Illinois State Gubernatorial Executive Orders remain in place or until such other time as the Village Board declares by further ordinance that the State of Emergency for the Village of North Aurora shall terminate; and

**WHEREAS**, to assist businesses affected during the COVID-19 Pandemic a series of Executive Orders (“Exhibit B”) were issued by former Village President Berman; and

**WHEREAS**, former Mayor Berman resigned as Village President on January 18, 2021 and the Board of Trustees unanimously elected Trustee Mark Gaffino to serve as acting Village President.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.

2. The authority granted to former President Dale Berman by ordinance 20-04-06-02 is hereby affirmed and extended to the legally acting Village President, Mark Gaffino, the executive orders previously issued shall remain in full force and effect, and any new executive orders issued by acting Village President Mark Gaffino consistent with the authority granted in ordinance 20-04-06-02 shall be given the same force and effect as provided therein.

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 Guethle \_\_\_\_\_

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

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

(Trustee) \_\_\_\_\_

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.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

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

**Exhibit A – 2020 Acknowledgement of State of Emergency**



**ORDINANCE NO. 20-04-06-02**

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

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

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

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

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

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

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.

2. The current state of emergency is hereby acknowledged and a state of emergency is hereby extended for the Village of North Aurora as long as the current Illinois State Gubernatorial Executive Orders remain in place or until such other time as the Village Board declares by further ordinance that the State of Emergency for the Village of North Aurora shall terminate.

3. The Village Administrator and department heads shall continue to have the authority to exercise extraordinary discretion to take any necessary and prudent actions to respond to COVID-19 and preserve the public health, safety, and welfare, including, but not limited to, the following: closing Village facilities to the public, adjusting staff work hours, cancelling non-essential meetings and trainings, conducting additional cleaning of Village facilities and conducting Village business electronically or via phone where practicable, and suspending certain nonemergency Village services to limit risk to staff and the public.

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

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

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

7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

**Exhibit B – All Approved 2020 Executive Orders**



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

**March 20, 2020**

**Executive Order 2020-03-20**

**EXECUTIVE ORDER – LIQUOR SALES AND DELIVERY**

March 20, 2020

To all North Aurora Liquor License Holders:

The Illinois Liquor Commission announced today the relaxation of its regulations to allow local liquor control authorities the power to permit establishments with packaged liquor or consumption-on-premises liquor licenses to sell remotely and deliver to homes and to allow sales and curbside delivery during the period of time that the Governor has ordered the closure of Illinois bars and dine-in sections of restaurants. By virtue of my authority as Liquor Commissioner for the Village of North Aurora, I, Dale Berman, hereby suspend the Village Liquor Code provisions to allow all North Aurora businesses with either a packaged liquor or consumption-on-premises liquor to sell remotely and deliver to homes and to sell and deliver curbside until such time as the Governor lifts the order that all bars and dine-in restaurants in the State of Illinois be closed, with the following qualifications:

- Deliveries may only be made within the Village of North Aurora jurisdictional limits.
- The delivery person must verify that the person making the remote purchase and the person accepting the delivery is at least 21 years old, including the checking of photo identification and maintaining documentary proof of age for all sales and deliveries.





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

**May 22, 2020**

**Executive Order 2020-05-22**

**EXECUTIVE ORDER ALLOWING OUTSIDE DINING IN KEEPING WITH  
PHASE 3 OF THE GOVERNOR'S RESTORE ILLINOIS PLAN DATED MAY 5, 2020  
AS AMENDED**

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

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

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

**WHEREAS**, the Illinois Governor has established a five-phase plan, Restore Illinois, dated May 5, 2020, for the reopening of the State; and

**WHEREAS**, though the threat from COVID-19 to the public health, safety and welfare continues, the Illinois Restore Plan acknowledges the need to allow local and State economies to begin to recover economically to minimize and reverse the adverse economic, social and psychological effects of Phases 1 (Rapid Spread) and 2 (Flattening the Curve) of the Plan; and

**WHEREAS**, all regions of the Illinois Restore Plan, including the Northeast Region in which the Village is located, are on schedule to move from Phase 2 to Phase 3 (Recovery) as early as the end of May; and

**WHEREAS**, the Restore Illinois Plan has been amended to allow bars and restaurants to reopen in Phase 3 “for outdoor seating only, with social distancing and safety measures” in place; and

**WHEREAS**, suspension and relaxation of the local zoning and other ordinances and rules to encourage and expand the ability of restaurants and bars to offer the outdoor consumption of food and drinks during the period of recovery would be in the best interests of the Village; and

**WHEREAS**, Ordinance 20-04-06-02 Acknowledging a State of Emergency in Response to COVID-19 and Extending the State of Emergency for the Village of North Aurora has granted the President all extraordinary power and authority granted pursuant to the Illinois Municipal Code (including 65 ILCS 5/11-1-6) and the North Aurora Municipal Code (including Section 2.48.040) during the state of emergency declared by this Ordinance as may be reasonably necessary to respond to the emergency.

**THEREFORE**, by the powers vested in me as President of North Aurora, Illinois, pursuant to the Illinois Emergency Management Act (20 ILCS 3305), the Illinois Governor’s Executive Orders, including the Restore Illinois Plan, the Illinois Municipal Code (65 ILCS 5/11-1-6) and North Aurora Ordinance No. 20-04-06-02, I hereby order the following effective when the Governor and/or State of Illinois declares the beginning of Phase 3 for the Northeast Region of the Restore Illinois Plan as follows:

A. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President.

B. Establishments that are allowed to reopen for outdoor seating with social distancing and safety measures, as allowed by the Restore Illinois Plan that have existing outdoor areas for the consumption of food and drink wanting to expand their current outdoor seating area and establishments seeking to temporarily add outdoor seating areas shall abide by the following:

1. Establishments shall comply with protocols or guidelines issued by the Illinois Department of Public Health, Centers for Disease Control or other official authority.
2. Establishments shall comply with the Village of North Aurora’s Class "S-O" supplemental outside liquor license provisions.
3. A physical barrier shall delineate all outdoor dining areas.
4. The expanded outdoor dining area shall close at dusk. If ample lighting is provided the expanded area shall close no later than 10:00 p.m.
5. If the expanded dining area is in a parking lot, restaurants may only utilize existing parking spaces located adjacent to the building. ADA parking spaces shall not be blocked and access to/from those spaces shall not be impeded.
6. Streets, driveways, drive aisles, drive throughs or other means for traffic circulation may not be impeded or blocked.

7. The use of public sidewalks shall be prohibited. Private walkways may be utilized provided there is still means for pedestrian traffic on the remaining portion of the walkways.
8. The temporary outdoor dining area shall be accessible to the disabled and shall comply with all applicable federal, state and City laws, ordinances, regulations concerning accessibility and nondiscrimination in the providing of services.
9. Establishments may not expand outdoor dining in front of neighboring businesses without written permission from the neighboring business/property owner.
10. Establishments that do not own their parking lot or other outdoor areas shall secure consent in writing from the property owner or property manager granting permission to use the area for outdoor dining.
11. Establishments within a strip mall, plaza, shopping center or other multi-tenant space shall secure consent in writing from the property manager/owner prior to expanding outdoor dining into common parking, pedestrian, or greenspace areas.
12. No permanent plumbing, electrical, and lighting fixtures shall be installed.
13. Any temporary lighting shall be directed in a manner to not impair visibility on nearby streets and not shine onto adjacent properties.
14. Smoking in the outdoor seating area prohibited.
15. Tables shall be spaced to allow for a minimum of 6-foot separation (blocking tables is allowed). Public seating and eating areas shall be reduced and/or reconfigured to allow for minimum separation of 6 feet.
16. The outdoor seating area shall not disturb the lawful use and quiet enjoyment of nearby properties.
17. Outdoor seating areas shall be open (e.g., no side walls other than the barrier) but may utilize awnings or other secured top coverings.
18. Adequate safeguards shall be in place for security, crowd control, lighting control and the protection of minors.
19. Live entertainment and electronically amplified music or sound shall not be permitted.
20. Bar areas are prohibited in an expanded outdoor seating area.
21. Outdoor trash receptacles shall be provided and maintained and the outdoor seating area shall be kept free from litter and debris.
22. No liquor shall be removed in open containers from the outdoor seating area.
23. Except for restroom visits and take-out orders, indoor premises shall be closed for public use.

C. When the existing Gubernatorial Executive Orders restricting capacity at bars and restaurants are terminated or cease, allowing for one hundred percent (100%) capacity indoors or when this Executive Order is repealed by the President or superseded by action of the corporate authorities of the Village of North Aurora, whichever is sooner, the expanded use of parking lots or other outdoor areas for temporary outdoor seating shall cease, except as allowed by the North Aurora Code, barriers placed therein shall be removed, and all areas used for temporary outdoor seating shall be returned to their original use.

D. This Executive Order is effective immediately and shall cease by its own terms as provided herein.



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

**June 3, 2020**

**Executive Order 2020-06-03**

**AMENDED EXECUTIVE ORDER ALLOWING FOR ESTABLISHMENTS WITH VALID  
LIQUOR LICENSES TO NOW SELL ALCOHOLIC BEVERAGES VIA PICK-UP AND  
DELIVERY**

**WHEREAS**, the Village of North Aurora Liquor Commissioner issued Executive Order 2020-03-20 to permit establishments with packaged liquor or consumption-on-premises liquor licenses to sell remotely and deliver to homes and to allow sales and curbside delivery during the period of time that the Governor has ordered the closure of Illinois bars and dine-in sections of restaurants;

**WHEREAS**, all liquor sold under this Executive Order must be packaged in sealed bottles or cans;

**WHEREAS**, Governor Pritzker signed law HB 2682 on June 2, 2020, now allowing for alcoholic beverage sales for pick-up and delivery orders so long as the beverage is served in a sealed container with a tamper-proof lid;

**WHEREAS**, the Governor's initiative states that drivers transporting mixed drinks must store them in a trunk or other compartment inaccessible to them while operating the motor vehicle and third-party delivery services cannot deliver cocktails to go;

**WHEREAS**, this law will expire henceforth one year from issuance date;

**THEREFORE**, by the powers vested in me as President of North Aurora, Illinois, pursuant to the Illinois Emergency Management Act (20 ILCS 3305), the Illinois Governor's Executive Orders, including the Restore Illinois Plan, the Illinois Municipal Code (65 ILCS 5/11-1-6) and North Aurora Ordinance No. 20-04-06-02, I hereby order the following effective:

A. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President.

B. This Executive Order amends the previous Executive Order 2020-03-20 regarding liquor sales.

E. C. This Executive Order is effective immediately and shall cease by its own terms as provided herein.



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

**June 15, 2020**

**Executive Order 2020-06-15**

**AMENDED EXECUTIVE ORDER ALLOWING FOR OUTSIDE DINING EXTENSION OF  
HOURS**

**WHEREAS**, the Village of North Aurora President issued Executive Order 2020-05-22 to permit dining establishments to allow outdoor dining during the period of time that the Governor has ordered the closure of Illinois bars and dine-in sections of restaurants to;

**WHEREAS**, the previous Executive Order addressed in provisions that any outdoor dining area will close by 10:00 p.m.;

**WHEREAS**, all provisions in the original Executive Order 2020-05-23, with the exception of the hours listed are to be adhered to;

**WHEREAS**, to make clearer and to further assist Village establishments, the Executive Order shall now allow for outside dining and liquor sales under all "S-O" liquor license terms with the following hours: Sunday through Thursday from 10:00 a.m. until Midnight; and Friday and Saturday from 10:00 a.m. until 1:00 a.m. the next day;

**THEREFORE**, by the powers vested in me as President of North Aurora, Illinois, pursuant to the Illinois Emergency Management Act (20 ILCS 3305), the Illinois Governor's Executive Orders, including the Restore Illinois Plan, the Illinois Municipal Code (65 ILCS 5/11-1-6) and North Aurora Ordinance No. 20-04-06-02, I hereby order the following effective:

A. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President.

B. This Executive Order amends the previous Executive Order 2020-05-22 regarding outdoor dining hours.

C. This Executive Order is effective immediately and shall cease by its own terms as provided herein.