



**Meeting Held Electronically**

**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, MAY 17, 2021 - 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**AGENDA**

Due to the current COVID-19 pandemic, Village Board meetings are being conducted live remotely via telecommunications to help prevent the spread of COVID-19 and also now with limited attendance at Village Hall. Given the limited seating and for best safety practices, the public is encouraged to attend the board meeting remotely via telecommunications using Zoom. The public can access the meeting remotely as follows:

**Website Address:** <https://us02web.zoom.us/j/89667571969>

**Meeting ID:** 896 6757 1969

**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.

**Please be advised seating for the public is limited to 15 people in the Board Room. Face masks will be required.**

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

**ROLL CALL**

**PROCLAMATION**

National Boat Safety Week

**AUDIENCE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 05/03/2021 and Committee of the Whole Minutes dated 05/03/2021
2. Bills List Dated 05/17/2021 in the Amount of **\$300,347.39**
3. Approval of Special Events Permit for the Fox Valley Park District
4. Approval of Intergovernmental Agreement with the Fox Valley Park District for Independence Day Fireworks Celebration on Fox Valley Park District Property

5. Approval of Special Events Permit for Independence Day Celebration Fireworks at North Aurora Riverfront Park
6. Approval of Resolution Designating the North Aurora Independence Day Firework Celebration a Village Sponsored event and Allowing the Consumption of Liquor in North Aurora Riverfront Park

## **NEW BUSINESS**

1. Approval to Award Contract for 2021 Road Program to Geneva Construction Company in the Amount of **\$1,550,783.92**
2. Approval to Award Contract for Orchard Gateway Streetlight & Pole Replacement Project to Utility Dynamics in the Amount of **\$149,230.00**
3. Approval to Purchase 2022 International HV607 Plow and Dump Truck from Monroe Truck Equipment/Rush Truck Center in the Amount of **\$168,444.00**
4. Approval of Resolution to Authorize Application for Kane County Community Development Funds and Execution of All Necessary Documents
5. Approval of Public Works Facility Expansion Civil Engineering Agreement with WBK Engineering, LLC in the Amount of **\$91,945.00**
6. Approval of Ordinance Approving a Special Use for the Expansion of a Motor Vehicle Sales And/Or Service Establishment and Site Plan In The B-2 General Commercial District For The Property Located At 209 Hansen Boulevard, Gerald Hyundai
7. Approval of Resolution Transferring the Library Capital Asset to the Messenger Public Library
8. Approval of Resolution 02-2021 for Appropriations and Budget Resolution for Messenger Public Library of North Aurora
9. Approval of an Employment Agreement for the Village Administrator

## **VILLAGE PRESIDENT**

1. Appointment of Scott Branson to the Plan Commission

## **TRUSTEE COMMENTS**

## **ADMINISTRATOR'S REPORT**

## **VILLAGE DEPARTMENT REPORTS**

## **ADJOURN**

Initials: SB



## PROCLAMATION

### SUPPORT FOR NATIONAL SAFE BOATING WEEK MAY 22 – MAY 28, 2021

**WHEREAS**, for nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

**WHEREAS**, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

**WHEREAS**, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

**NOW THEREFORE BE IT PROCLAIMED** that I, Mark Gaffino, Village President, and the Board of Trustees of North Aurora do hereby support the goals of the Safe Boating Campaign and proclaim the week May 22 – 28, 2021 as National Safe Boating Week and the start of the year-round effort to promote safe boating. I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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Mark Gaffino, Village President

ATTEST:

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Jessi Watkins, Village Clerk

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
Monday, May 3, 2021**

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

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mike Lowery, Trustee Mark Guethle, Trustee Mark Carroll, Trustee Tao Martinez, Trustee Carolyn Salazar

**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** –

**TRUSTEE COMMENTS** –

**CONSENT AGENDA**

1. Village Board Minutes dated 04/19/2021 and Committee of the Whole Minutes dated 04/19/2021
2. Bills List Dated 05/03/2021 in the Amount of \$142,731.39

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

**VILLAGE PRESIDENT REPORT-** Mayor Gaffino thanked his family and friends for their support. He also thanked his fellow board members and commented on his appreciation of their mutual respect in each other and their thoughts and opinions. Mayor Gaffino thanked the staff for all of their hard work and dedication to the Village.

**OLD BUSINESS** –

**ACKNOWLEDGE OUTGOING BOARD MEMBERS-** Mayor Gaffino recognized outgoing board member Trustee Martinez for his dedication for the last four year.

Trustee Martinez thanked everyone for their support. Trustee Martinez praised his fellow Trustees and welcomed the new oncoming members of the Board.

**ADJOURN-**

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



## **INTSTALLATION OF NEWLY ELECTED OFFICIALS-**

1. Oath of Office for Newly Elected Officials
  - a. Mark Gaffino, Village President
  - b. Michael Lowery, Village Trustee
  - c. Todd Niedzwiedz, Village Trustee
  - d. Carolyn Salazar, Village Trustee
2. Appointment of Village Clerk
  - a. Jessica Watkins, Village Clerk

## **NEW BOARD RECONVENES THE BOARD MEETING**

### **CALL TO ORDER**

Mayor Gaffino called the meeting to order.

### **ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mark Carroll, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

**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.

**INVOCATION-** Pastor Scott Hodge from The Orchard provided the Invocation

**APPOINTMENT OF MAYOR PRO TEM-** Mayor Gaffino appointed Trustee Mark Guethle as Mayor Pro Tem.

All in agreement. Motion Passed.

### **NEW BUSINESS**

1. Approval of Ordinance Adopting the Budget of the Village of North /aurora for the Fiscal Year Beginning June 2, 2021 and Ending May 31, 2022

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

2. Approval of Ordinance Regarding the Humane Sale of Cats and Dogs in the Village of North Aurora

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

3. Approval of Ordinance Approving a Special Use Amending the B-2 General Commercial Planned Unit Development and Site Plan for the Randall Road Commercial Center to Allow A Multi-Family Development on Lot 2

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

**COMMITTEE REPORTS** – None

**VILLAGE PRESIDENT** – None

**TRUSTEES COMMENTS** – Trustee Carroll offered congratulations to the new board members and newly elected Mayor Gaffino.

**ADMINISTRATOR’S REPORT** – Administrator Bosco welcomed new board members. He also spoke about new hires beginning in the summer beginning with a Village Planner, with hopes that recruitment for this role will begin in May or June.

**ATTORNEY’S REPORT** – Attorney Drendel congratulated and welcomed new Board members as well as complimented outgoing Trustee Martinez for his work as Trustee.

**VILLAGE DEPARTMENT REPORTS**

1. **Finance** – None
2. **Community Development** – None
3. **Police** – Chief Fisher welcomed the new Board members and stated that a new Police Officer had been sworn in on April 29, 2021 with an additional officer to be sworn in on May 6, 2021.
4. **Public Works** – Director Laskowski congratulated and welcomed the new Board members. He also stated that the Public Works department will be recruiting a Civil Engineering Intern, as well as a summer seasonal position responsible for landscaping upkeep as well as additional responsibilities.

**EXECUTIVE SESSION** – None

**ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
Monday, May 3, 2021**

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

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mark Carroll, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

**AUDIENCE COMMENTS** – None

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. July 3<sup>rd</sup> Fireworks**

Administrator Bosco opened the discussion in regard to the July 3<sup>rd</sup> fireworks, he reminded the Board that last year's July 3<sup>rd</sup> fireworks display had been canceled. The Village had paid half of the cost (\$12,500) last year to Melrose Pyrotechnics and when the show was canceled last year, the company held the funds as a deposit for this year. Since the Village has decided to move forward with the July 3, 2021 fireworks Administrator Bosco asked the Board to select a location and offered the idea to continue to host the fireworks at Riverfront Park, which if the state is in the bridge phase, can accommodate up to 3,000 people. He added that an additional option would be to host the fireworks at the Jewel Middle School. Trustee Guethle expressed that he would prefer to leave the fireworks along the riverfront. Trustee Curtis and Trustee Carroll were in agreement to leave the fireworks along the riverfront. Trustee Carroll suggested incorporating the silo in the event, while Trustee Curtis asked if the Village could project an image on the silo.

Administrator Bosco explained that the lights projected on the silo can be programmed with Fourth of July themed color schemes and may be able to be manipulated to simulate a flag waving.

Trustee Salazar asked if we have not yet moved in to the bridge phase how would the Village address the crowd control situation. Administrator Bosco stated that traditionally there is much unutilized space during the July 3<sup>rd</sup> fireworks and he believed that there would be ample space for people to spread out. Trustee Salazar then stated that she was in agreement that the fireworks should stay along the riverfront. Trustee Niedzwiedz stated that he believed that there may be some residents in the Jewel Middle School area that may have complaints about the fireworks being relocated there and was in agreement to keep the fireworks along the riverfront.

Trustee Lowery and Mayor Gaffino also expressed agreement that Riverfront Park is the best place to have the fireworks display.

**ADJOURN TO EXECUTIVE SESSION**

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

**EXECUTIVE SESSION** – Personnel

**VILLAGE BOARD RETURNS FROM EXECUTIVE SESSION**

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mike Lowery, Trustee Mark Guethle, Trustee Mark Carroll, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

**Staff in attendance:** Village Attorney Kevin Drendel

**ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: bhannah  
Printed: 05/12/2021 - 1:21PM  
Batch: 00502.05.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation						
039020						
Custodial Supplies- VH	148.31	01-445-4421	Custodial Supplies	PSI447376	4/26/2021	05/17/2021
Custodial Supplies- PD	274.86	01-445-4421	Custodial Supplies	PSI447491	4/26/2021	05/17/2021
Garbage Bags- PD	132.98	01-445-4421	Custodial Supplies	PSI448248	4/28/2021	05/17/2021
Custodial Supplies- VH	170.80	01-445-4421	Custodial Supplies	PSI449323	5/3/2021	05/17/2021
Custodial Supplies- PD	170.80	01-445-4421	Custodial Supplies	PSI449324	5/3/2021	05/17/2021
Total:	897.75	*Vendor Total				
Aflac						
030540						
AFLAC- April 2021	80.48	01-000-2053	AFLAC	514519	4/27/2021	05/17/2021
Total:	80.48	*Vendor Total				
Anna Helene Tuohy						
044040						
Plan/ Zoning Commission Meeting 5/4/21	50.00	01-410-4016	Per Diem - Plan Commission	05042021	5/4/2021	05/17/2021
Total:	50.00	*Vendor Total				
Aurora Area Convention						
003770						
NA Hotel Tax- March 2021	1,734.27	15-430-4752	90% Tourism Council	05062021	5/6/2021	05/17/2021
Total:	1,734.27	*Vendor Total				
Aurora Fastprint						
029610						
Name Badges (5), Name Plate	138.84	01-410-4411	Office Expenses	32441	4/26/2021	05/17/2021
AP Check Stock Refill	474.98	01-430-4507	Printing	32526	5/3/2021	05/17/2021
Total:	613.82	*Vendor Total				
B & F Construction						
015600						
SFR Review	1,132.42	01-441-4276	Inspection Services	56120	4/22/2021	05/17/2021
Total:	1,132.42	*Vendor Total				
Brackett, Michael						
005890						
Plan/ Zoning Commission Meeting 5/4/21	50.00	01-410-4016	Per Diem - Plan Commission	05042021	5/4/2021	05/17/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	50.00	*Vendor Total				
C & R Specialists						
008640						
Squad Repair- Squad #61	384.20	01-440-4511	Vehicle Repair and Maint	04222021	4/22/2021	05/17/2021
Total:	384.20	*Vendor Total				
Camic Johnson, LTD.						
03989						
Adjudication	350.00	01-440-4260	Legal	124	4/23/2021	05/17/2021
Total:	350.00	*Vendor Total				
Casey Equipment Co, Inc						
010570						
Loader Repair	2,639.40	01-445-4511	Vehicle Repair and Maint	04302021	4/30/2021	05/17/2021
Total:	2,639.40	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning	32.55	01-445-4520	Public Buildings Rpr & Mtce	4082600717	4/27/2021	05/17/2021
First Aid Supplies- PW Garage	48.58	01-445-4521	Mosquito Control	5060729535	4/30/2021	05/17/2021
Total:	81.13	*Vendor Total				
City of Aurora						
027870						
Water Samples- April 2021	288.00	60-445-4562	Testing (water)	213698	5/5/2021	05/17/2021
Total:	288.00	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control- Pay #3	14,858.00	01-445-4521	Mosquito Control	001014743	4/26/2021	05/17/2021
Total:	14,858.00	*Vendor Total				
College of Dupage						
017690						
Basic Acadamy- McGrath	3,735.60	01-440-4380	Training	12232020	12/23/2020	05/17/2021
Total:	3,735.60	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 3/19 - 4/19	5,842.09	60-445-4662	Utility	0543120261	4/19/2021	05/17/2021
Street Lights/ 355 Moorfield	8.59	10-445-4660	Street Lighting and Poles	0795092063	4/19/2021	05/17/2021
Street Lights/ 1197 Comiskey	8.59	10-445-4660	Street Lighting and Poles	0903075187	4/19/2021	05/17/2021
Street Lights/ 1193 Comiskey	8.59	10-445-4660	Street Lighting and Poles	1743032047	4/19/2021	05/17/2021
Street Lights	1,637.07	10-445-4660	Street Lighting and Poles	3771153008	4/19/2021	05/17/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	7,504.93	<b>*Vendor Total</b>				
<b>Connie Holbrook</b>						
034000						
Plan/ Zoning Commission Meeting 5/4/21	50.00	01-410-4016	Per Diem - Plan Commission	05042021	5/4/2021	05/17/2021
<hr/>						
Total:	50.00	<b>*Vendor Total</b>				
<b>Creekside Compost, LLC</b>						
467909						
Dirt	350.00	01-445-4540	Streets & Alleys Rpr & Mtce	21-05-0944	5/3/2021	05/17/2021
<hr/>						
Total:	350.00	<b>*Vendor Total</b>				
<b>DACRA Adjudication Systems</b>						
467842						
Adjudication - Feb	1,850.00	01-440-4510	Equipment/IT Maint	DT 2021-02-22/28/2021		05/17/2021
Adjudication - March	1,850.00	01-440-4510	Equipment/IT Maint	DT 2021-03-13/31/2021		05/17/2021
Adjudication - April	1,850.00	01-440-4510	Equipment/IT Maint	DT 2021-04-24/30/2021		05/17/2021
<hr/>						
Total:	5,550.00	<b>*Vendor Total</b>				
<b>Display Sales</b>						
017010						
POW Flag	65.00	01-445-4530	Public Grounds/Parks Maint	INV-028571	4/28/2021	05/17/2021
<hr/>						
Total:	65.00	<b>*Vendor Total</b>				
<b>Drydon Equipment, Inc.</b>						
3395						
HMO Pump Hoses	1,866.74	60-445-4567	Treatment Plant Repair/Maint	21221	4/14/2021	05/17/2021
<hr/>						
Total:	1,866.74	<b>*Vendor Total</b>				
<b>Engineering Enterprises, Inc.</b>						
467917						
Roadway Improvements- Orch Gtwy Phase 1 D	8,228.00	21-450-4255	Engineering	71262	4/28/2021	05/17/2021
RRA/ ERP Study	5,407.00	60-445-4255	Engineering	71263	4/28/2021	05/17/2021
<hr/>						
Total:	13,635.00	<b>*Vendor Total</b>				
<b>Federal Express Corporation</b>						
009530						
Shipping (3)	99.17	01-445-4505	Postage	7-354-13913	4/28/2021	05/17/2021
<hr/>						
Total:	99.17	<b>*Vendor Total</b>				
<b>Feece Oil</b>						
031060						
Generator Fuel- WTP	502.39	60-445-4440	Gas & Oil	3777659	4/12/2021	05/17/2021
Generator Fuel- ETP	790.60	60-445-4440	Gas & Oil	3777660	4/12/2021	05/17/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,292.99	*Vendor Total				
Fox Metro						
029650						
New Service Inspections (7)	210.00	60-445-4480	New Meters,rprs. & Rplemtns.	05042021	5/4/2021	05/17/2021
Total:	210.00	*Vendor Total				
FOX METRO						
045480						
Sewer Bill- VH	65.30	01-445-4662	Utility	N02-0164	4/26/2021	05/17/2021
Sewer Bill- PW Garage	26.12	01-445-4662	Utility	N02-5182	4/26/2021	05/17/2021
Sewer Bill- PD	52.24	01-445-4662	Utility	N02-5784	4/26/2021	05/17/2021
Total:	143.66	*Vendor Total				
Frank Marshall Electric						
028510						
Antenna Support Bracket & Install- Well #9	795.96	60-445-4565	Water Well Rpr & Mtce	90918	4/28/2021	05/17/2021
Antenna Support Bracket & Install- Well #8	539.96	60-445-4565	Water Well Rpr & Mtce	90919	4/28/2021	05/17/2021
Total:	1,335.92	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- VH	200.00	01-445-4520	Public Buildings Rpr & Mtce	32436	4/20/2021	05/17/2021
Total:	200.00	*Vendor Total				
Griswold Water & Seed Store						
001770						
Grass Seed & Staw	205.00	01-445-4540	Streets & Alleys Rpr & Mtce	13486	4/23/2021	05/17/2021
Total:	205.00	*Vendor Total				
Hach Company						
014100						
Water Testing Solutions	1,322.55	60-445-4567	Treatment Plant Repair/Maint	12437369	5/4/2021	05/17/2021
Total:	1,322.55	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
Replacement Filters, RTU #3 Repair- PD	2,326.00	01-445-4520	Public Buildings Rpr & Mtce	40054	4/14/2021	05/17/2021
Replacement Filters- VH	580.00	01-445-4520	Public Buildings Rpr & Mtce	40057	4/14/2021	05/17/2021
AC Repair 4/17- VH	306.00	01-445-4520	Public Buildings Rpr & Mtce	40129	4/27/2021	05/17/2021
AC Repair 4/28- VH	320.00	01-445-4520	Public Buildings Rpr & Mtce	40154	4/28/2021	05/17/2021
Total:	3,532.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ May 2021	35,921.63	01-440-4130	Health Insurance	05062021-01	5/6/2021	05/17/2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Health Insurance- Admin/ May 2021	8,353.48	01-430-4130	Health Insurance	05062021-02	5/6/2021	05/17/2021
Health Insurance- CommDev/ May 2021	3,434.33	01-441-4130	Health Insurance	05062021-03	5/6/2021	05/17/2021
Health Insurance- PW/ May 2021	12,838.04	01-445-4130	Health Insurance	05062021-04	5/6/2021	05/17/2021
Health Insurance- Water/ May 2021	8,143.20	60-445-4130	Health Insurance	05062021-05	5/6/2021	05/17/2021
Health Insurance- Retirees/ May 2021	1,963.63	01-000-2055	Payroll Deductions	05062021-06	5/6/2021	05/17/2021
Health Insurance- Police Pension/ May 2021	2,245.78	01-000-2055	Payroll Deductions	05062021-07	5/6/2021	05/17/2021
Life Insurance- PD/ May 2021	93.92	01-440-4135	Life Insurance	05062021-08	5/6/2021	05/17/2021
Life Insurance- PW/ May 2021	37.44	01-445-4135	Life Insurance	05062021-09	5/6/2021	05/17/2021
Life Insurance- Admin/ May 2021	18.72	01-430-4135	Life Insurance	05062021-10	5/6/2021	05/17/2021
Life Insurance- CommDev/ May 2021	12.48	01-441-4135	Life Insurance	05062021-11	5/6/2021	05/17/2021
Life Insurance- Water/ May 2021	15.60	60-445-4135	Life Insurance	05062021-12	5/6/2021	05/17/2021
Vision/ May 2021	680.90	01-000-2056	VSP - Employee Contributions	05062021-13	5/6/2021	05/17/2021
Voluntary Life/ May 2021	373.17	01-000-2052	Voluntary Life Insurance	05062021-14	5/6/2021	05/17/2021
Total:	74,132.32	*Vendor Total				
Jade Surveyors LLC, Hanna Series						
028360						
Rt 31 Sidewalk Survey	3,500.00	12-438-4255	Engineering	28545-01	4/30/2021	05/17/2021
Grant Street Storm Sewer Property Pin	200.00	01-445-4544	Storm Drain Maintenance	28545-02	4/30/2021	05/17/2021
Total:	3,700.00	*Vendor Total				
Jennifer Duncan						
032260						
Plan/ Zoning Commission Meeting 5/4/21	50.00	01-410-4016	Per Diem - Plan Commission	05042021	5/4/2021	05/17/2021
Total:	50.00	*Vendor Total				
JSN Contractors Supply						
041440						
Blue Marking Paint	40.20	60-445-4568	Watermain Rprs. & Rplcmts.	84467-01	4/20/2021	05/17/2021
Green Marking Paint	40.20	18-445-4570	Sewers Rpr & Mtce	84467-02	4/20/2021	05/17/2021
White Marking Paint	40.20	01-445-4543	Sidewalks Rpr & Mtce	84467-03	4/20/2021	05/17/2021
Rakes, Blades, Ear Plugs, Tape	622.97	01-445-4870	Equipment	84479	4/20/2021	05/17/2021
Total:	743.57	*Vendor Total				
Konica Minolta						
024860						
AP Printer Maint 4/21 - 5/20	8.25	01-430-4411	Office Expenses	9007697556	4/21/2021	05/17/2021
Total:	8.25	*Vendor Total				
Kramer Tree Specialists, Inc						
038300						
Tree Trimming- Pine Creek	4,312.00	01-445-4532	Tree Service	100082	5/4/2021	05/17/2021
Total:	4,312.00	*Vendor Total				
Lauderdale Electric, Inc.						
468103						
Light Repair- Hansen Blvd	450.00	10-445-4660	Street Lighting and Poles	7771-F	4/21/2021	05/17/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	450.00	<b>*Vendor Total</b>				
<b>Mark Bozik</b>						
042430						
Plan/ Zoning Commission Meeting 5/4/21	50.00	01-410-4016	Per Diem - Plan Commission	05042021	5/4/2021	05/17/2021
<hr/>						
Total:	50.00	<b>*Vendor Total</b>				
<b>Meade Electric Company, Inc.</b>						
027140						
Traffic Light Repair- Oak & Hansen	599.74	01-445-4545	Traffic Signs & Signals	696245	4/27/2021	05/17/2021
<hr/>						
Total:	599.74	<b>*Vendor Total</b>				
<b>Menards</b>						
016070						
Paint, Caulk	83.32	01-445-4511	Vehicle Repair and Maint	62781	4/26/2021	05/17/2021
Nail Set, Sand Paper, Cedar Plank	40.43	01-445-4530	Public Grounds/Parks Maint	62870	4/27/2021	05/17/2021
Mulch	209.30	01-445-4530	Public Grounds/Parks Maint	62912	4/28/2021	05/17/2021
Shears, Roto Tiller	410.97	01-445-4870	Equipment	62970	4/29/2021	05/17/2021
Mop Bucket, Light Bulb	61.98	01-445-4521	Mosquito Control	63210	5/3/2021	05/17/2021
Rebar & Saw	53.79	01-445-4543	Sidewalks Rpr & Mtce	63279	5/4/2021	05/17/2021
<hr/>						
Total:	859.79	<b>*Vendor Total</b>				
<b>Messenger Public Library</b>						
004610						
Land Cash Apr 20 - Apr 21	3,720.00	91-000-2232	Library Escrow	MPL 20-21	5/11/2021	05/17/2021
<hr/>						
Total:	3,720.00	<b>*Vendor Total</b>				
<b>METRONET</b>						
467874						
Phone, Internet 4/24 - 5/23	770.34	01-430-4652	Phones and Connectivity	04242021-01	4/24/2021	05/17/2021
Phone, Internet 4/24 - 5/23	635.35	01-445-4652	Phones and Connectivity	04242021-02	4/24/2021	05/17/2021
Phone, Internet 4/24 - 5/23	717.66	60-445-4652	Phones and Connectivity	04242021-03	4/24/2021	05/17/2021
Phone, Internet 4/24 - 5/23	569.08	01-441-4652	Phones and Connectivity	04242021-04	4/24/2021	05/17/2021
Phone, Internet 4/24 - 5/23	1,755.90	01-440-4652	Phones and Connectivity	04242021-05	4/24/2021	05/17/2021
Phone, Internet- Silo 4/24 - 5/23	92.20	01-430-4652	Phones and Connectivity	04242021-06	4/24/2021	05/17/2021
<hr/>						
Total:	4,540.53	<b>*Vendor Total</b>				
<b>Midwest Awards</b>						
001540						
Desk Signs (3)	23.85	01-410-4411	Office Expenses	32248	4/28/2021	05/17/2021
<hr/>						
Total:	23.85	<b>*Vendor Total</b>				
<b>Midwest Trading</b>						
029150						
Potting Soil	420.00	01-490-4761	Beautification Committee	I486490	4/28/2021	05/17/2021
Potting Soil	420.00	01-490-4761	Beautification Committee	I486603	4/29/2021	05/17/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	840.00	<b>*Vendor Total</b>				
<b>N. Aurora Fire Protection Dist</b>						
017460						
Land Cash May 2019 - May 6 2021	128,209.00	91-000-2231	Fire District Escrow		5/12/2021	05/17/2021
<hr/>						
Total:	128,209.00	<b>*Vendor Total</b>				
<b>North Aurora NAPA, Inc.</b>						
038730						
Oil, Air, Fuel Filters	48.40	01-445-4511	Vehicle Repair and Maint	377712	4/16/2021	05/17/2021
Clamp & Handle	35.32	01-445-4511	Vehicle Repair and Maint	378037	4/20/2021	05/17/2021
Wheel Chocks, Fluid, Air Flow Sensor	66.78	01-445-4511	Vehicle Repair and Maint	378295	4/23/2021	05/17/2021
Disc Pads/ Brake Rotors- Truck #164	794.57	01-445-4511	Vehicle Repair and Maint	378584	4/27/2021	05/17/2021
Brake Calipers & Core Deposits- Truck #164	199.42	01-445-4511	Vehicle Repair and Maint	378613	4/27/2021	05/17/2021
Safety Shields	30.84	01-445-4511	Vehicle Repair and Maint	378615	4/27/2021	05/17/2021
Spark Plugs	16.26	01-445-4511	Vehicle Repair and Maint	378868	4/30/2021	05/17/2021
Air Filter, Spark Plugs	11.10	01-445-4511	Vehicle Repair and Maint	378876	4/30/2021	05/17/2021
<hr/>						
Total:	1,202.69	<b>*Vendor Total</b>				
<b>Office Depot</b>						
039370						
Round Table- PW Garage	172.99	01-445-4870	Equipment	16458983700	4/7/2021	05/17/2021
Office Supplies	14.97	01-430-4411	Office Expenses	16715611400	4/22/2021	05/17/2021
Office Supplies	14.98	01-445-4411	Office Expenses	16715611400	4/22/2021	05/17/2021
Office Supplies	14.98	60-445-4411	Office Expenses	16715611400	4/22/2021	05/17/2021
Office Supplies	14.98	01-441-4411	Office Expenses	16715611400	4/22/2021	05/17/2021
Office Supplies	21.74	01-430-4411	Office Expenses	16855179700	4/19/2021	05/17/2021
Office Supplies	21.74	01-445-4411	Office Expenses	16855179700	4/19/2021	05/17/2021
Office Supplies	21.74	60-445-4411	Office Expenses	16855179700	4/19/2021	05/17/2021
Office Supplies	21.75	01-441-4411	Office Expenses	16855179700	4/19/2021	05/17/2021
Office Supplies	15.74	01-430-4411	Office Expenses	17075627600	4/27/2021	05/17/2021
Office Supplies	15.75	01-445-4411	Office Expenses	17075627600	4/27/2021	05/17/2021
Office Supplies	15.75	60-445-4411	Office Expenses	17075627600	4/27/2021	05/17/2021
Office Supplies	15.75	01-441-4411	Office Expenses	17075627600	4/27/2021	05/17/2021
<hr/>						
Total:	382.86	<b>*Vendor Total</b>				
<b>Oxie Valley Electric Supply, Inc.</b>						
048340						
Light Bulbs	66.60	10-445-4660	Street Lighting and Poles	15989	4/1/2021	05/17/2021
<hr/>						
Total:	66.60	<b>*Vendor Total</b>				
<b>Paddock Publications, Inc.</b>						
026910						
Bid Ads (2)	201.25	01-445-4506	Publishing	176952	4/18/2021	05/17/2021
<hr/>						
Total:	201.25	<b>*Vendor Total</b>				
<b>Paddock Publications</b>						
044240						
Subscription 4/20 - 6/14	69.60	01-430-4411	Office Expenses	04302021	4/30/2021	05/17/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	69.60	*Vendor Total				
Physicians Immediate Care, North Chicago LLC						
049540						
PD New Hires- Gomez, Stone, Boeriu	602.00	01-440-4799	Misc.	4205265	5/5/2021	05/17/2021
Total:	602.00	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payment- April 2021	939.00	60-445-4510	Equipment/IT Maint	INV-006165	5/4/2021	05/17/2021
Total:	939.00	*Vendor Total				
Suburban Laboratories, Inc.						
045300						
IPEA Fish Kill Water Testing	380.00	01-445-4530	Public Grounds/Parks Maint	188053	4/30/2021	05/17/2021
Total:	380.00	*Vendor Total				
Sugar Grove Development						
039730						
Squad Washes- April 2021	369.00	01-440-4511	Vehicle Repair and Maint	163	5/3/2021	05/17/2021
Total:	369.00	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2124625	4/12/2021	05/17/2021
Total:	723.32	*Vendor Total				
Teska Associates, Inc.						
024820						
Route 31 TIF Amendment	3,000.00	12-438-4280	Professional/Consulting Fees	11091	4/27/2021	05/17/2021
Total:	3,000.00	*Vendor Total				
Thom Jungels						
039460						
Plumbing Inspections (65) 3/21 - 5/3	2,275.00	01-441-4276	Inspection Services	05062021	5/6/2021	05/17/2021
Total:	2,275.00	*Vendor Total				
Thomas Lenkart						
032550						
Plan/ Zoning Commission Meeting 5/4/21	50.00	01-410-4016	Per Diem - Plan Commission	05042021	5/4/2021	05/17/2021
Total:	50.00	*Vendor Total				
United States Postmaster						
001070						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Permit #7 For Mailing Water Quality Reports	1,273.52	60-445-4505	Postage	05072021	5/7/2021	05/17/2021
Total:	1,273.52	<b>*Vendor Total</b>				
<b>UPS</b>						
051420						
Shipping	5.59	60-445-4799	Misc. Expenditures	0000Y7479E13/27/2021		05/17/2021
Total:	5.59	<b>*Vendor Total</b>				
<b>Water Products Company</b>						
001170						
WM Fittings/ Parts	422.24	60-445-4568	Watermain Rprs. & Rplcmts.	0302190	4/27/2021	05/17/2021
WM Repair Couplers	1,450.00	60-445-4568	Watermain Rprs. & Rplcmts.	0302234	4/28/2021	05/17/2021
WM Repair Clamps	352.64	60-445-4568	Watermain Rprs. & Rplcmts.	0302235	4/28/2021	05/17/2021
Total:	2,224.88	<b>*Vendor Total</b>				
<b>Xerox Corporation</b>						
040890						
Copier Maint 12/30/20 - 3/30/21	85.00	01-440-4510	Equipment/IT Maint	013126673	4/6/2021	05/17/2021
Total:	85.00	<b>*Vendor Total</b>				
Report Total:	300,347.39					



# Memorandum

**To:** Village President and Village Board of Trustees  
**Cc:** Steve Bosco, Village Administrator  
**From:** Natalie Stevens, Executive Assistant  
**Date:** May 6, 2021  
**Re:** Fox Valley Park District Special Event Permit "Local Legends and Lagers Campfire Storytelling"

---

Attached is a Special Event Registration form submitted by Jeff Palmquist on behalf Of the Fox Valley Park District seeking a special events permit from the Village of North Aurora for their "Local Legends and Lagers Campfire Storytelling" event, which will have two separate dates.

The event will take place on June 11, 2021 from 7 pm to 8 pm and also on July 30, 2021 from 7 pm to 8pm at the Red Oak Nature Center, 2343 South River Street. The event requires a Special Events permit due to the serving of liquor. A special event liquor license would need to be issued by the Liquor Commissioner.

The appropriate certificate of insurance has been submitted and is attached along with all other required paperwork.



**APPLICATION FOR RESTRICTED TEMPORARY SPECIAL EVENTS LIQUOR PERMIT**

Special Event Liquor License Class I- \_\_\_\_\_

Application Date: 4/30/21

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

Name of Organization: FOX VALLEY PARK DISTRICT

Date(s) of Event JUNE 11, 2021 Non-for-profit: Yes ☒ No ☐

Name of Applicant / Contact Person: JEFF PALMQUIST / RENEE OAKLEY - FACILITY MANAGER

Applicant Address: 101 W. ILLINOIS AVE. AURORA, IL 60506

Applicant Phone [REDACTED] Cell Phone [REDACTED] Email: JPalmquist@foxvalley.net

Description of Event: LOCAL LEGENDS AND LEGENDS CAMPFIRE STORYTELLING GATHERING IN MARKED OFF CAMPFIRE AREA. 1- CAN BEER OR ROOT BEER PER PRE-SOLD TICKET / PERSON.

Address / Location where Liquor will be served and consumed in conjunction with this event: GATHERING TO OCCUR IN DESIGNATED CAMPFIRE RED OAK NATURE CENTER - AREA ADJACENT TO RED OAK BUILDING.

Hours Liquor will be distributed EVENT DURATION 7:00-8:00 PM. 1- DRINK DISTRIBUTED AT START OF EVENT.  
(Hours limited to Sunday through Thursday - 10:00 a.m. to 11:00 p.m. and Friday and Saturday 10:00 a.m. to 12:00 a.m. midnight)

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

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

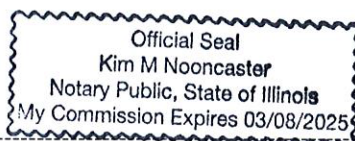
The Person having executed this application being first Duly Sworn on Oath, states that the information set forth herein is true and correct and that they will abide by all Village ordinances.

[Signature]  
Signature of Applicant

4/29/21  
Date

Subscribed and sworn to before me this 30 day of April, 2021

Kim M. Nooncaster  
Notary Public



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

Temporary Liquor Permit Approved \_\_\_\_\_ Date Approved \_\_\_\_\_





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

## SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 4/30/21

Name of Event: "LOCAL LEGENDS AND LAGERS"

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

Location of Event: RED OAK NATURE CENTER

Date(s) of Event: JUNE 11, 2021 Hours of Event: 7:00 pm to 9:00 pm

Event / Organization Website (if applicable): WWW.REDOAKNATURECENTER.INFO

Purpose of the event: RECREATION, EDUCATION, EXPOSURE TO RED OAK NATURE CENTER

Name of sponsoring organization (if applicable): FOX VALLEY PARK DISTRICT  
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☒ No ☐

Contact person: JEFF PALMQUIST

Contact person address: FOX VALLEY PARK DISTRICT, 101 W. ILLINOIS AVE.

City: AURORA State: IL Zip: 60506

DIRECT Home Phone [REDACTED] Cell Phone [REDACTED] E-mail: JPalmquist@fvpd.net

Organization address: 101 W. ILLINOIS AVE.

City: AURORA State: IL Zip: 60506 Phone: 630-897-0510

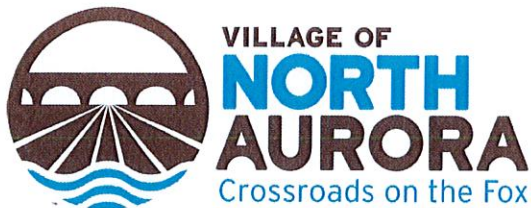
Will you be using speakers and/or sound equipment at your event? ☐ YES ☒ NO

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

Will alcohol be sold at your event? ☒ YES ☐ NO

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





25 East State Street, North Aurora, IL 60542  
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[www.northaurora.org](http://www.northaurora.org)

Will you serve food at your event? PRE-PACKAGED SNACKS  
☒ YES ☒ NO

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

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

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

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

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

**Submit All COMPLETED Applications to:**

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

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

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

Dated this 29 day of APRIL, 20 21

  
Signature of Organizer / Applicant



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

### HOLD HARMLESS RELEASE

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

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

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

FOX VALLEY PARK DISTRICT

Name of Organizer / Applicant (please print)

Halcyon

Signature of Organizer / Applicant

4/29/21

Date





**APPLICATION FOR RESTRICTED TEMPORARY SPECIAL EVENTS LIQUOR PERMIT**

**Special Event Liquor License Class I-** \_\_\_\_\_

Application Date: 4/30/21

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

Name of Organization: FOX VALLEY PARK DISTRICT

Date(s) of Event: JULY 30, 2021 Non-for-profit: Yes ☒ No ☐

Name of Applicant / Contact Person: JEFF PALMQUIST / RENEE OAKLEY - FACILITY MANAGER

Applicant Address: 101 W. ILLINOIS AVE. AURORA, IL 60506

Applicant Phone: [REDACTED] Cell Phone: [REDACTED] Email: JPalmquist@fvpd.net

Description of Event: LOCAL LEGENDS AND LAGERS CAMPFIRE STORYTELLING GATHERING IN MARKED CAMPFIRE AREA. 1- CAN BEER OR ROOT BEER PER PRE-SOLD TICKET / PERSON

Address / Location where Liquor will be served and consumed in conjunction with this event: GATHERING TO OCCUR IN DESIGNATED CAMPFIRE RED OAK NATURE CENTER - AREA ADJACENT TO RED CAR BUILDING.

Hours Liquor will be distributed: EVENT DURATION 7:00-8:00 1- DRINK DISTRIBUTED AT START OF EVENT.  
(Hours limited to Sunday through Thursday - 10:00 a.m. to 11:00 p.m. and Friday and Saturday 10:00 a.m. to 12:00 a.m. midnight)

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

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

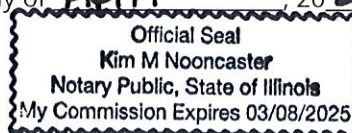
The Person having executed this application being first Duly Sworn on Oath, states that the information set forth herein is true and correct and that they will abide by all Village ordinances.

[Signature]  
Signature of Applicant

4/29/21  
Date

Subscribed and sworn to before me this 30 day of April, 2021

Kim M. Nooncaster  
Notary Public



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

Temporary Liquor Permit Approved \_\_\_\_\_ Date Approved \_\_\_\_\_



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## SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 4/30/21

Name of Event: "LOCAL LEGENDS AND LAGERS"

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

Location of Event: RED OAK NATURE

Date(s) of Event: JULY 30, 2021 Hours of Event: 7:00 pm to 8:00 pm

Event / Organization Website (if applicable): WWW.REDOAKNATURECENTER.INFO

Purpose of the event: RECREATION, EDUCATION, EXPOSURE TO RED OAK NATURE CENTER

Name of sponsoring organization (if applicable): FOX VALLEY PARK DISTRICT  
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☒ No ☐

Contact person: JEFF PALMERQUIST

Contact person address: FOX VALLEY PARK DISTRICT, 101 W. ILLINOIS AVE.

City: AURORA State: IL Zip: 60506

Home Phone: [REDACTED] Cell Phone: [REDACTED] E-mail: JPalmerquist@foxvalley.net

Organization address: 101 W. ILLINOIS AVE.

City: AURORA State: IL Zip: 60506 Phone: 630-897-0510

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

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

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





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

Will you serve food at your event? PRE-PACKAGED SNACKS  
☒ YES ☐ NO

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

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

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

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

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

**Submit All COMPLETED Applications to:**

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

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

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

Dated this 29 day of APRIL, 20 21

  
Signature of Organizer / Applicant



25 East State Street, North Aurora, IL 60542  
P: 630.897.8228 F: 630.897.8258  
[www.northaurora.org](http://www.northaurora.org)

### HOLD HARMLESS RELEASE

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

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

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

FOX VALLEY PARK DISTRICT  
Name of Organizer / Applicant (please print)

[Signature]  
Signature of Organizer / Applicant

4/29/21  
Date

ILLINOIS LIQUOR CONTROL COMMISSION  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD  
Date of Certification: 5/16/2022 Expires: 5/16/2022  
Trainer's IL Liquor License Number: 5A-0110606  
RENEE OAKLEY  
2343 S. RIVER STREET  
BATAVIA IL 60510  
\*\*Card is not transferrable\*\*





# CERTIFICATE OF COVERAGE

**Name and Address of Agency**

Park District Risk Management Agency  
2033 Burlington Avenue  
Lisle, Illinois 60532-1646  
630-769-0332

**Name and Address of Member**

Fox Valley Park District  
101 W. Illinois Ave.  
Aurora, IL 60506

**SCOPE OF COVERAGE**

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	In millions (000,000)
General Liability * Commercial general liability * Occurrence * Liquor liability	L010121	01/01/2021 - 12/31/2021	Bodily Injury and Property Damage combined	\$3,000,000
			Personal Injury	\$3,000,000
Automobile Liability * any auto	L010121	01/01/2021 - 12/31/2021	Bodily Injury and Property Damage combined	\$1,000,000
Workers' Compensation	WC010121	01/01/2021 - 12/31/2021		Statutory
Employer's Liability	WC010121	01/01/2021 - 12/31/2021		\$3,000,000
Property	P0700121	01/01/2021 - 12/31/2021		
Other		01/01/2021 - 12/31/2021		

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

City of Aurora is/are additionally insured for Fox Valley Park District's use of property for various events.

Coverage is for general liability with respect to the operations of the Fox Valley Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants agents or employees.

Liquor Liability Included in Coverage.

**Certificate Holder**

City of Aurora  
Brian Caputo  
44 East Downer Place  
Aurora, IL 60505

Date Issued: 12/1/2020



Authorized Representative



# Memorandum



**To:** Steve Bosco, Village Administrator  
**From:** David Hansen, Administrative/G.I.S Analyst  
**Date:** 5-17-2021  
**Re:** July 3<sup>rd</sup> Fireworks License Agreement

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As in the previous years, the July 3<sup>rd</sup> fireworks display launch site will be located on the Fox River Trail approximately 1000 feet north of Village Hall. Since the trail is owned by the Fox Valley Park District, a license agreement between the Village and Fox Valley Park District is needed for the use of their property to conduct the firework display. As you may see, the attached agreement was approved at the May 10<sup>th</sup> Fox Valley Park District Board of Commissioners meeting. This year's fireworks display will take place on Saturday, July 3<sup>rd</sup>. Should there be a rain out, the fireworks display would take place on Sunday, July 4<sup>th</sup>.

Please find attached a license agreement with the Fox Valley Park District, to allow the Village permission to use the Fox River Trail as the launch location for this year's July 3<sup>rd</sup> fireworks display.

**INTERGOVERNMENTAL LICENSE AGREEMENT  
FOR FIREWORKS ON FOX VALLEY PARK DISTRICT PARK DISTRICT PROPERTY**

This Agreement is made effective as of \_\_\_\_\_, 2021, by and between **The Fox Valley Park District** (hereinafter "Park District"), and the **Village of North Aurora** (hereinafter "Village").

In consideration of the mutual covenants, agreements, and stipulations contained in this agreement, the parties agree as follows:

**I. LICENSE**

A. The Park District grants to the Village the non-exclusive right and privilege for the term specified below of using the Park District's property located along the east side of the Fox River in the area between the North Aurora Village Hall and the Red Oak Nature Center in Village of North Aurora for the staging of the equipment and operation of shooting off fireworks (hereinafter "Park District Property").

**II. OPERATION**

A. The Village shall not allow any activities at the Park District Property except for activities authorized by this Agreement, all of which shall be overseen by the Village according to the terms of this Agreement.

B. The Village shall conduct activities at the Park District Property on July 3, 2021 to stage and display fireworks and to clean up the Park District Property after the fireworks display (hereinafter "Activities"). If there is a rain date the Village shall conduct activities on July 4, 2021. The Village shall only allow Village's employees, agents and volunteers to access the Park District Property who are authorized for purposes of staging and preparing for the fireworks display, conducting the fireworks display and cleaning the Park District Property. Authorized parties shall include employees, agents and volunteers of the Village and the North Aurora Fire District (hereinafter "Fire District") and employees and agents of the private entity that has been engaged by the Village to conduct the fireworks display.

**III. SCOPE OF USE**

A. The Village shall use that area of the Park District Property that is determined to be the best and safest staging areas as directed by the Fire District.

B. It shall be the responsibility of the Village to supply and furnish all the necessary furniture, fixtures, equipment, and appliances needed for the fireworks display, and the Village shall bear all expenses of using the Park District Property for the fireworks display.

C. The Village shall be allowed to trim any bushes or trees to clear ample room for the fireworks to be shot up to avoid getting caught in the brush or trees, providing that the Village shall only trim the brush and trees that are necessary to be cleared and the Village chooses a location so as to minimize the amount of brush and trees to be trimmed. Proposed trimming shall first be

coordinated between the Village of North Aurora and the Fox Valley Park District prior to any such work occurring.

#### IV. SERVICES PROVIDED TO VILLAGE

The Park District shall not be required to provide any services to the Park District Property for the Village. Village shall bear all expenses for supplies necessary for the fireworks display, including the provision of all employees, agents and volunteers to oversee the Activities.

#### V. MAINTENANCE AND UPKEEP OF PARK DISTRICT PROPERTY AND SURROUNDING AREA

The Village shall keep the Park District Property and surrounding area in a clean, sanitary, and orderly condition. The Park District Property shall be kept clean. All trash and litter shall be cleaned up after the fireworks display is finished, and the Park District Property shall be returned to its original condition. The Village will repair any damage to the Park District Property.

#### VI. ACTIVITIES FIREWORKS DISPLAY

A. The Village shall have the right to use the Park District Property for the staging and conduct of the Activities on the dates specified herein.

B. The Village shall have the right to contract with third parties to oversee the staging and operation of the fireworks display, including the Fire District, providing that the Village shall be solely responsible for the contractual obligations to the third parties and shall be responsible to the Park District for the conduct of the third parties and observance of the terms of this Agreement. The Park District shall not be liable or responsible, in any way, for any debts or liabilities contracted by the Village.

C. The Village shall not block access to and close the bike path or put signage to route users of the bike path from the staging area until the afternoon of the fireworks display, and the Village shall leave the bike path open and refrain from putting up signage to route bike path traffic until safety requires that the closure and traffic routing. The Village will only block access to the bike path and put up the signage in the vicinity of the staging area as is necessary and appropriate for safety of the public. The village shall coordinate with the Park District staff to create the plan for temporary closure of the bike path, for temporary signage to re-route the bike path traffic, and to notify the public in advance of the date of Activities.

D. The fireworks display will be conducted in compliance with all relevant laws and regulations, and the Village shall be solely liable for compliance with all such laws and regulations.

#### VII. EMPLOYEES, AGENTS AND VOLUNTEERS

A. All employees, agents and volunteers of the Village shall conform to the terms and conditions prescribed in this Agreement and shall conduct themselves at all times in an orderly, peaceful and lawful manner.

B. The Park District shall have the right to require the removal from the Park District's Property any employee, agent and volunteer or invitee of the Village whose conduct is unsatisfactory to the Park District.

C. The Village shall maintain employees, agents and volunteers, including police and/or other security personnel, sufficient to conduct the fireworks display activities in a safe, orderly and peaceful manner and to prevent uninvited persons from entering or remaining in the staging area.

D. The Village shall be responsible to provide that its employees, agents and volunteers, and the employees, agents and volunteers of the Fire District and of the private fireworks operator do not trespass on any area of the Park District Property not covered by this Agreement or onto adjoining properties without the consent of the Park District or owners of such adjoining properties.

#### VIII. COMPLAINTS AND ADJUSTMENTS

Claims for damages arising from the Activities shall be tendered to the Village immediately, and the Village shall exercise due diligence in affecting settlement or other resolution of such claims.

#### IX. INSURANCE

The Village agrees at all times to carry adequate casualty insurance naming the Park District Property and its employees as additional insured, and shall require the fireworks operators also to have and maintain commercial general liability of a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate with an umbrella policy of a minimum of \$4,000,000, and Workers' Compensation insurance of a minimum of \$1,000,000. The commercial general liability insurance maintained by the fireworks operator(s) must specifically provide coverage for pyrotechnic displays and name both the Park District and Village as additional insureds.

#### X. LICENSES, AND PERMITS

The Village shall obtain or cause its invitees to obtain all required licenses and permits required for operation of the Activities prior to the beginning of Activities.

#### XI. EMPLOYEES' WAGES AND BENEFITS

The Village agrees to assume exclusive liability for the payment of all wages and any sums imposed by federal, state, and local authorities on its employees or others, for or relating to unemployment insurance, pensions and retirement benefits, health or life insurance, or the social security of employees or other persons who perform work or services for the Village.

#### XII. ASSIGNMENT

It is expressly agreed that the Village shall not have the right to assign its rights under this agreement except on the prior, express, and written consent of the Park District.

#### XIII. INDEMNIFICATION OF PARK DISTRICT

The Village shall at all times defend, indemnify and hold harmless the Park District and its employees, agents or volunteers, officers and directors from and against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the Park District as a consequence of or arising out of any negligent act, default, or omission on the part of the Village or any of its employees, agents or volunteers.

#### XIV. NO PARTNERSHIP AGENCY OR JOINT VENTURE

It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting the Park District and the Village as agents for each other or that a partnership or joint venture exists between the Park District and the Village. The Village shall state in its published materials that the Activities are being operated by the Village pursuant to a license agreement with the Park District.

#### XVII. SURRENDER OF POSSESSION AT END OF TERM

Within one (1) day after the end of the Activities, the Village (unless alternative arrangements are made with the Park District) shall remove all of the Village's and Village's invitees' equipment, and other Village property from the Park District Property, and return possession of the Park District Property to the Park District in clean condition.

#### XVIII. NO THIRD PARTY BENEFICIARY

This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

THE VILLAGE OF NORTH AURORA

FOX VALLEY PARK DISTRICT

\_\_\_\_\_  
By its President

  
By its President

Dated \_\_\_\_\_

Dated May 10, 2021

# Memorandum



**To:** Steve Bosco, Village Administrator

**From:** David Hansen, Administrative/GIS Analyst

**Date:** 5-17-2021

**Re:** Independence Day Firework Celebration Liquor in Park Request

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Over the last three July 3<sup>rd</sup> fireworks celebrations (2017, 2018, and 2019), the Village Board has allowed liquor in North Aurora Riverfront Park for the event. Staff is seeking direction from the board on whether or not to allow liquor in the park during the event for 2021. Should the Village Board choose to allow liquor in North Aurora Riverfront Park, the Village can allow bring your own beer/ bottle (BYOB) as an option by passing a resolution stating that an event is sponsored by the Village.

In past years, staff has had concerns that the event will attract a large crowd which may cause difficulty in keeping liquor in the permitted area. However, signage and police officers have been used in the past which have helped mitigate safety concerns. If approved again for 2021's event, staff will continue to have signage in the park designating where liquor is allowed. Staff also plans to have police officers attend the event as an additional safety measure. 2021's Independence Day Fireworks celebration will be on July 3, 2021 from 5:00 p.m. to 10:30 p.m. with a rain date scheduled for July 4, 2021.

Attached is a special events permit application for use of North Aurora Riverfront Park from the Village for the Independence Day Fireworks Celebration. Also attached is a resolution designating the celebration as a Village sponsored event where BYOB will be allowed for the event.



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

## SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 5/6/2021  
Name of Event: Independence Day Fireworks (July 3rd)  
Type of Event: ☐ Festival ☐ Grand Opening ☐ Backyard Party ☒ Other  
Location of Event: North Aurora Riverfront Park  
Date(s) of Event: 7/3/21 ; rain date : 7/4/21 Hours of Event: 5:00 pm to 10:30 pm  
Event / Organization Website (if applicable): \_\_\_\_\_  
Purpose of the event: Celebrate Independence Day

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

Contact person: Steve Bosco

Contact person address: 25 E. State Street

City: North Aurora State: IL Zip: 60542

Home Phone: 630-897-8228 Cell Phone: — E-mail: sbosco@northaurora.org

Organization address: 25 E State Street

City: North Aurora State: IL Zip: 60542 Phone: —

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

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

Will alcohol be sold at your event? ☐ YES ☒ NO

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



25 East State Street, North Aurora, IL 60542  
P: 630.897.8228 F: 630.897.8258  
[www.northaurora.org](http://www.northaurora.org)

Will you serve food at your event? \_\_\_\_ YES ☒ NO

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

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

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

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

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

**Submit All COMPLETED Applications to:**

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

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

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

Dated this 12 day of May, 20 21

Signature of Organizer / Applicant





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

### HOLD HARMLESS RELEASE

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

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

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

Steven Bosco

Name of Organizer / Applicant (please print)

[Signature]

Signature of Organizer / Applicant

5-12-21

Date

**VILLAGE OF NORTH AURORA**

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

**A RESOLUTION DESIGNATING THE NORTH AURORA INDEPENDENCE DAY FIREWORK CELEBRATION A VILLAGE SPONSORED EVENT AND ALLOWING THE CONSUMPTION OF LIQUOR IN NORTH AURORA RIVERFRONT PARK**

**WHEREAS**, the Village of North Aurora owns North Aurora Riverfront Park and utilizes the park for Village sponsored events, among other things; and

**WHEREAS**, the Village has the authority under North Aurora Code Title 5, Chapter 5.08, Section 5.08.135.B to allow liquor in Riverfront Park for Village sponsored events pursuant to conditions and limitations established by the Board from time to time; and

**WHEREAS**, the Village of North Aurora beholds the Independence Day Firework Celebration as an opportunity for the community to relax, bring people to the areas along the Fox River in North Aurora, and celebrate Independence Day; and

**WHEREAS**, the Village of North Aurora would like to host their Independence Day Firework Celebration in North Aurora Riverfront Park on July 3, 2021 from 5:00p.m. to 10:30 p.m. with a rain date scheduled for July 4, 2021; and

**WHEREAS**, the Village of North Aurora has indicated that they would like patrons attending the Independence Day Firework Celebration to have the ability to be able to bring their own liquor in North Aurora Riverfront Park for consumption on premises; and

**WHEREAS**, the Village approved an ordinance that allows the sale, possession and/or consumption of liquor on Village property under certain conditions and circumstances in North Aurora Riverfront Park for Village sponsored events/series of events; and

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

Section 1. The Independence Day Firework Celebration taking place in North Aurora Riverfront Park on July 3, 2021 is designated as a Village sponsored event.

Section 2. Liquor shall be allowed to be brought into North Aurora Riverfront Park for consumption during the hours of the event in keeping with the following conditions and limitations:

A. Liquor must be transported to the Park in compliance with local and state laws pertaining to the transportation of liquor in unopened containers;

B. No open containers of liquor may be removed from or possessed or consumed outside the Park, defined as the area from spillway to the east, the bike path north of State Street and the bike path east of the River (excluding the bike path) and the area running

parallel to the northern end of the Village Hall to the bike path, and includes all of the area interior to those boundaries, including the Gazebo and water features.

C. Staff are hereby directed to place appropriate signage around the perimeter of the area, designating the areas beyond which open containers of liquor are not allowed.

D. Liquor may only be removed from the area in sealed containers in keeping with local and state law.

E. Only persons age 21 or older may possess or consume alcohol in the Park, and persons bringing alcohol into the Park shall be responsible to ensure that it is not consumed or in the possession of anyone who is age 20 or younger.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**BE IT FURTHER RESOLVED** that this Resolution shall take immediate effect from and after its approval.

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

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

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

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

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

Mike Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird Salazar \_\_\_\_\_

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

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

ATTEST:

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

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: Brandon Tonarelli, Village Engineer  
Date: May 6, 2021  
Re: Award Bid for Proposed 2021 Road Program

On May 4, 2021 three sealed bids were received for the 2021 Road Program (IDOT Section #: 21-00058-00-RS). Geneva Construction Company was the low bidder in the amount of \$1,550,783.92. A summary of the bid is below and attached to this memorandum is the detailed bid tabulation.

Geneva Construction Company PO Box 998 Aurora, IL 60507	Builders Paving, LLC. 4413 Roosevelt Road Suite 108 Hillside, IL 60162	A Lamp Concrete Contractors, Inc. 1900 Wright Blvd. Schaumburg, IL 60193	Engineer's Estimate
\$1,550,783.92	\$1,655,000.00	\$1,835,981.33	\$1,876,382.80

The project includes the pavement replacement of twenty (20) streets for a total of 2.61 miles of improvements. The streets targeted for the 2021 Road Program are listed in the table below.

No.	Street	From	To
1	Andrew Ln	Hickory St	Pinecreek Dr
2	Andrew Ct	Andrew Ln	End
3	Bede Cir	Pinecreek Dr	Lloyd Ln
4	Bede Ct	Bede Cir	End
5	Carrie Ct	Bede Cir	End
6	Hammer Ln	Pinecreek Dr	End
7	Hammer Ln	Doral Ln	Doral Ln
8	Bellar Ct	Hammer Ln	End
9	Hickory St	Andrew Ln	Sharon Ln
10	Hickory Ct	Sharon Ln	End
11	Holly Ct	Pinecreek Dr	End
12	Jessica Ct	Pinecreek Dr	End
13	Lindsay Cir	Pinecreek Dr	Terry Ln
14	Lloyd Ln	Pinecreek Dr	End

15	Oberweis Ave	Banbury Rd	Hammer Ln
16	Pinehurst Dr	Pinecreek Dr	Wingfoot Dr
17	Pinehurst Ct	Pinehurst Dr	End
18	Sharon Ct	Sharon Ln	End
19	Sharon Ln	Banbury Rd	Pinecreek Dr
20	Terry Ln	Pinecreek Dr	Lindsay Cir

The budget for the project was \$1,900,000 with funds coming from the Motor Fuel Tax fund and Capital Fund.

Geneva Construction Company has successfully completed road programs in the Village of North Aurora in the past. The consulting engineer and staff are recommending the award of the bid to Geneva Construction Company in the amount of \$1,550,783.92.



<div>County: <u>KANE</u> Date: <u>5/4/21</u></div> <div>Municipality: <u>NORTH AURORA</u> Time: <u>10:00 AM</u></div> <div>Section: <u>21-00058-00-RS</u> Appropriation: <u></u></div> <div>Estimate: <u>\$1,876,382.80</u> Attended By: <u>Village Staff</u></div>					<div>Name and Address of Bidders</div> <div>Approved Engineer's Estimate</div>		<div>Geneva Construction Co.</div> <div>PO Box 998</div> <div>Aurora, IL 60507</div> <div>Low Bidder</div> <div>1</div>		<div>Builders Paving, LLC</div> <div>4413 Roosevelt Road Suite 108</div> <div>Hillside, IL 60162</div> <div>Next Low Bidder</div> <div>2</div>		<div>A Lamp Concrete Contractors, Inc.</div> <div>1900 Wright Boulevard</div> <div>Schaumburg, IL 60193</div> <div>Next Low Bidder</div> <div>3</div>	
Item No.	Item and Specification Reference	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PREPARATION OF BASE		SQ YD	47,825	\$0.80	\$38,260.00	\$0.35	\$16,738.75	\$0.70	\$33,477.50	\$1.00	\$47,825.00
2	CLASS D PATCHES, TYPE II, 2"		SQ YD	75	\$100.00	\$7,460.00	\$43.00	\$3,207.80	\$42.00	\$3,133.20	\$40.00	\$2,984.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION		SQ YD	7,320	\$2.00	\$14,640.00	\$0.95	\$6,954.00	\$0.75	\$5,490.00	\$0.50	\$3,660.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL		CU YD	2,540	\$35.00	\$88,900.00	\$25.00	\$63,500.00	\$22.00	\$55,880.00	\$25.00	\$63,500.00
5	AGGREGATE SUBGRADE IMPROVEMENT		CU YD	2,540	\$35.00	\$88,900.00	\$25.00	\$63,500.00	\$22.00	\$55,880.00	\$25.00	\$63,500.00
6	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT		SQ YD	208	\$15.00	\$3,120.00	\$15.00	\$3,120.00	\$15.00	\$3,120.00	\$10.00	\$2,080.00
7	HOT-MIX ASPHALT SURFACE REMOVAL, 4"		SQ YD	41,010	\$4.50	\$184,545.00	\$3.10	\$127,131.00	\$4.50	\$184,545.00	\$3.80	\$155,838.00
8	HOT-MIX ASPHALT SURFACE REMOVAL, 5"		SQ YD	6,810	\$5.50	\$37,455.00	\$3.75	\$25,537.50	\$4.50	\$30,645.00	\$4.50	\$30,645.00
9	BITUMINOUS MATERIALS (PRIME COAT)		POUND	108,135	\$0.10	\$10,813.50	\$0.01	\$1,081.35	\$0.01	\$1,081.35	\$0.01	\$1,081.35
10	BITUMINOUS MATERIALS (TACK COAT)		POUND	10,798	\$0.10	\$1,079.80	\$0.01	\$107.98	\$0.01	\$107.98	\$0.01	\$107.98
11	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50		TON	6,715	\$70.00	\$470,050.00	\$61.00	\$409,615.00	\$70.00	\$470,050.00	\$74.00	\$496,910.00
12	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50		TON	4,895	\$72.00	\$352,440.00	\$65.00	\$318,175.00	\$72.00	\$352,440.00	\$76.50	\$374,467.50
13	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT		FOOT	7,125	\$35.00	\$249,375.00	\$30.00	\$213,750.00	\$27.00	\$192,375.00	\$28.00	\$199,500.00
14	SIDEWALK REMOVAL		SQ FT	17,553	\$1.50	\$26,329.50	\$1.15	\$20,185.95	\$1.10	\$19,308.30	\$1.50	\$26,329.50
15	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH		SQ FT	18,591	\$7.00	\$130,137.00	\$6.85	\$127,348.35	\$5.60	\$104,109.60	\$6.00	\$111,546.00
16	DETECTABLE WARNINGS		SQ FT	492	\$30.00	\$14,760.00	\$25.00	\$12,300.00	\$28.00	\$13,776.00	\$35.00	\$17,220.00
17	MANHOLES TO BE ADJUSTED		SQ FT	4	\$700.00	\$2,800.00	\$425.00	\$1,700.00	\$690.00	\$2,760.00	\$425.00	\$1,700.00
18	INLETS TO BE ADJUSTED		EACH	86	\$400.00	\$34,400.00	\$290.00	\$24,940.00	\$400.00	\$34,400.00	\$375.00	\$32,250.00
19	INLETS TO BE RECONSTRUCTED		EACH	2	\$1,600.00	\$3,200.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00
20	TYPE 1 FRAME AND GRATE, CLOSED LID		EACH	2	\$450.00	\$900.00	\$375.00	\$750.00	\$400.00	\$800.00	\$400.00	\$800.00
21	TYPE 3 FRAME AND GRATE		EACH	2	\$475.00	\$950.00	\$435.00	\$870.00	\$465.00	\$930.00	\$500.00	\$1,000.00
22	TYPE 6 FRAME AND GRATE		EACH	4	\$475.00	\$1,900.00	\$560.00	\$2,240.00	\$850.00	\$3,400.00	\$650.00	\$2,600.00
23	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED		EACH	4	\$250.00	\$1,000.00	\$145.00	\$580.00	\$125.00	\$500.00	\$200.00	\$800.00
24	SANITARY MANHOLES TO BE ADJUSTED		EACH	6	\$800.00	\$4,800.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$650.00	\$3,900.00
25	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT		SQ YD	736	\$50.00	\$36,810.00	\$40.00	\$29,448.00	\$57.50	\$42,331.50	\$40.00	\$29,448.00
26	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT		SQ YD	30	\$80.00	\$2,400.00	\$80.00	\$2,400.00	\$65.00	\$1,950.00	\$75.00	\$2,250.00
27	BRICK PAVER REMOVAL AND RESET		SQ FT	324	\$20.00	\$6,480.00	\$13.00	\$4,212.00	\$12.50	\$4,050.00	\$15.00	\$4,860.00
28	RESTORATION		SQ YD	2,677	\$14.00	\$37,478.00	\$10.12	\$27,091.24	\$7.25	\$19,408.25	\$14.00	\$37,478.00
29	TRAFFIC CONTROL & PROTECTION, STANDARD 701501		LUMP SUM	1	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$7,051.32	\$7,051.32	\$1.00	\$1.00
30	TRAFFIC CONTROL & PROTECTION, STANDARD 701801		LUMP SUM	1	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$120,000.00	\$120,000.00
TOTAL AS CALCULATED						\$1,876,382.80		\$1,550,783.92		\$1,655,000.00		\$1,835,981.33
TOTAL AS READ								\$1,550,783.92		\$1,655,000.00		\$1,835,981.33



## Local Public Agency Formal Contract



Contractor's Name

Geneva Construction Co.

Contractor's Address

P.O. Box 998

City

Aurora

State

IL

Zip Code

60507

STATE OF ILLINOIS

Local Public Agency

Village of North Aurora

County

Kane

Section Number

21-00058-00-RS

Street Name/Road Name

2021 Annual Road Program

Type of Funds

MFT/RBI/Local

☒ CONTRACT BOND (when required)

### For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

### For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Village President

### Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of North Aurora	2021 Annual Road Program	Kane	21-00058-00-RS

- THIS AGREEMENT, made and concluded the 17th day of May 2021 between the Village of North Aurora, known as the party of the first part, and Geneva Construction Co., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00058-00-RS in Village of North Aurora, approved by the Illinois Department of Transportation on 04/14/21, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of North Aurora  
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest:

Secretary	Date

(SEAL)

Partner	Date

Partners doing Business under the firm name of  
Party of the Second Part

--

(If an individual)

Party of the Second Part	Date





## Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
Village of North Aurora	Kane	Various	21-00058-00-RS

Bond information to be returned to Local Public Agency at 25 East State St. North Aurora, IL 60542

Complete Address

We, Geneva Construction Co. P.O. Box 998 Aurora, IL 60507

Contractor's Name and Address

a/an \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ as PRINCIPAL, and  
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of

Dollars ( \_\_\_\_\_ ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this \_\_\_\_\_ day of \_\_\_\_\_ .  
Day Month and Year

### PRINCIPAL

Company Name

By

Signature & Title

Date

Attest

Signature & Title

Date

Company Name

By

Signature & Title

Date

Attest

Signature & Title

Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires \_\_\_\_\_

### SURETY

Name of Surety

Title

By:

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

Awarding Authority

Village of North Aurora

Awarding Authority Signature

Date

Village

Local Public Agency Type

Clerk



COVER SHEET

Proposal Submitted By:

Contractor's Name

GFNEVA CONSTRUCTION CO.

Contractor's Address

P.O. BOX 998

City

AURORA, IL 60507-0998

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Village of North Aurora

Kane

21-00058-00-RS

Route(s) (Street/Road Name)

2021 Annual Road Program

Type of Funds

MFT/RBI/Local

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Village President

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

Jose Rios / MK

4/14/2021

Note: All proposal documents including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are received.



Joseph W. Cwynar  
Exp 11/30/21

Local Public Agency Village of North Aurora	County Kane	Section Number 21-00058-00-RS	Route(s) (Street/Road Name) 2021 Annual Road Program
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### NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of The Village of North Aurora Clerk,  
25 East State Street, North Aurora, IL 60542 Name of Office  
 Address until 10:00 AM on 05/04/21  
 Time Date

Sealed proposals will be opened and read publicly at the office of The Village of North Aurora Clerk,  
25 East State Street, North Aurora, IL 60542 Name of Office  
 Address at 10:00 AM on 05/04/21  
 Time Date

### DESCRIPTION OF WORK

Location Various local roads within the Village of North Aurora, Kane County, IL	Project Length 2.61 Miles
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Proposed Improvement  
 Pavement patching, pavement milling, hma resurfacing, preparation of base, aggregate subgrade improvement, removal and disposal of unsuitable materials, curb and gutter removal & replacement, sidewalk removal & replacement, structure adjustments, restoration, traffic control and all other ancillary work to complete the project.

1. Plans and proposal forms will be available in the office of  
Engineering Enterprises, Inc., 52 Wheeler Road, Sugar Grove, IL 60554 or at www.questcdn.com (Quest #7552608) for no charge. Contact Chris Ott at cott@eeiweb.com or at 630-466-6757 with questions.

2. ☒ Prequalification  
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- Local Public Agency Formal Contract Proposal (BLR 12200)
  - Schedule of Prices (BLR 12201)
  - Proposal Bid Bond (BLR 12230) (if applicable)
  - Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency <b>Village of North Aurora</b>	County <b>Kane</b>	Section Number <b>21-00058-00-RS</b>	Route(s) (Street/Road Name) <b>2021 Annual Road Program</b>
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**PROPOSAL**

1. Proposal of **GENEVA CONSTRUCTION CO.**

Contractor's Name

**P.O. BOX 998**

**AURORA, IL 60507-0998**

Contractor's Address

2. The plans for the proposed work are those prepared by Engineering Enterprises, Inc.  
and approved by the Department of Transportation on 4/14/2021
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by 10/01/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: \_\_\_\_\_ Treasurer of Village of North Aurora  
The amount of the check is \_\_\_\_\_ 5% ( \_\_\_\_\_ ).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number \_\_\_\_\_

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of North Aurora	Kane	21-00058-00-RS	2021 Annual Road Program

## CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of North Aurora	Kane	21-00058-00-RS	2021 Annual Road Program

### SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code


(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

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(If a corporation)

Corporate Name		
GENEVA CONSTRUCTION CO.		
Signature		Date
		5/4/21
Title		
CASS W. PRICE, VICE PRESIDENT		
Business Address		
P.O. BOX 998		
City	State	Zip Code
AURORA, IL 60507-0998		

Insert Names of Officers

President
John P. Bryan

Attest:

  
Secretary Treasurer

Secretary

Michael P. Bryan

Treasurer

John Miller





**Illinois Department  
of Transportation**

**Local Public Agency  
Proposal Bid Bond**



Local Public Agency <b>Village of North Aurora</b>	County <b>Kane</b>	Section Number <b>21-00058-00-RS</b>
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WE, Geneva Construction Company, P.O. Box 998, Aurora, IL 60507 as PRINCIPAL, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th of April 2021  
Day Month and Year

**Principal**

Company Name <b>Geneva Construction Company</b>	
Signature <i>[Signature]</i>	Date <b>5-4-21</b>
Title <b>Cass Price</b>	
Vice President	

Company Name	
Signature	Date
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

**Surety**

Name of Surety <b>Fidelity and Deposit Company of Maryland</b>
---

Signature of Attorney-in-Fact <i>[Signature]</i>	Date <b>4/15/2021</b>
By: <b>Brian V. Konen</b>	

STATE OF **IL**  
COUNTY OF **Bethany L. Bradley**

I, Bethany L. Bradley, a Notary Public in and for said county do hereby certify that

**Cass Price**

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of May, 2021  
Day Month and Year

(SEAL)



Local Public Agency

County

Section Number

Village of North Aurora

Kane

21-00058-00-RS

## ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

--

Date

--

Title

--

STATE OF ILLINOIS,

COUNTY OF Kendall

I, Martin Lipton, a Notary Public in and for said county,  
do hereby certify that Brian V. Konen

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of Apr. 2021

My commission expires 12/8/2024

  
(Notary Public)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brian V. KONEN, Jerry S. KNUDTSON, Terry P. KARTHEISER and Tammy L. KOLSCHOWSKY, all of Aurora, Illinois, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of July, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 15th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 15th day of April, 2021.



Brian M. Hodges,  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

## THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

### Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

### Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

### Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

### Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.



Contractor's Name

GENEVA CONSTRUCTION CO.

Contractor's Address

P.O. BOX 998

City

AURORA, IL 60507-0998

State

Zip Code

Local Public Agency

Village of North Aurora

County

Kane

Section Number

21-00058-00-RS

Route(s) (Street/Road Name)

2021 Annual Road Program

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Preparation of Base	Sq Yd	47,825	0.35	16,738.75
2	Class D Patches, Type II, 2"	Sq Yd	74.6	43.00	3207.80
3	Geotechnical Fabric for Ground Stabilization	Sq Yd	7,320	0.95	6954.00
4	Removal and Disposal of Unsuitable Mat.	Cu Yd	2,540	25.00	63,500.00
5	Aggregate Subgrade Improvement	Cu Yd	2,540	25.00	63,500.00
6	Hot-Mix Asphalt Surface Rem. - Butt Joint	Sq Yd	208	15.00	3120.00
7	Hot-Mix Asphalt Surface Removal, 4"	Sq Yd	41,010	3.10	127,131.00
8	Hot-Mix Asphalt Surface Removal, 5"	Sq Yd	6,810	3.75	25,537.50
9	Bituminous Materials (Prime Coat)	Pound	108,135	0.01	1081.35
10	Bituminous Materials (Tack Coat)	Pound	10,798	0.01	107.98
11	Hot-Mix Asphalt Binder Course, IL-19.0,N50	Ton	6,715	61.00	409,615.00
12	Hot-Mix Asphalt Surface Course, Mix D,N50	Ton	4,895	65.00	318,175.00
13	Comb. Concrete C&G Removal and Rep.	Foot	7,125	30.00	213,750.00
14	Sidewalk Removal	Sq Ft	17,553	1.15	20,185.95
15	Portland Cement Concrete Sidewalk 5 inch	Sq Ft	18,591	6.85	127,348.35
16	Detectable Warnings	Sq Ft	492	25.00	12,300.00
17	Manholes To Be Adjusted	Each	4	425.00	1700.00
18	Inlets To Be Adjusted	Each	86	290.00	24,940.00
19	Inlets To Be Reconstructed	Each	2	900.00	1800.00
20	Type 1 Frame and Grate, Closed Lid	Each	2	375.00	750.00
21	Type 3 Frame and Grate	Each	2	435.00	870.00
22	Type 6 Frame and Grate	Each	4	560.00	2240.00
23	Domestic Water Service Box To Be Adjusted	Each	4	145.00	580.00
24	Sanitary Manholes To Be Adjusted	Each	6	1000.00	6000.00
25	Hot-Mix Asphalt Driveway Rem. & Rep.	Sq Yd	736.2	40.00	29,448.00



Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
Village of North Aurora		Kane	21-00058-00-RS		2021 Annual Road Program
Item Number	Items	Unit	Quantity	Unit Price	Total
26	Portland Cem Conc Driveway Rem & Repl	Sq Yd	30	80.00	2400.00
27	Brick Paver Removal and Reset	Sq Ft	324	13.00	4212.00
28	Restoration	Sq Yd	2,677	10.12	27,091.24
29	Traffic Control & Protection, Std 701501	L Sum	1	30,000.00	30,000.00
30	Traffic Control & Protection, Std 701801	L Sum	1	6500.00	6500.00
Bidder's Total Proposal					1,550,783.92

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

# Memorandum

To: Mark Gaffino, Village President and Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: May 5, 2021

Re: Award of a Contract Orchard Gateway Streetlight & Pole Replacement Project

At the February 22, 2021 Committee of the Whole meeting, staff presented options for potential replacement of steel poles on Hansen Boulevard and Orchard Gateway. After discussion with the Committee and further evaluation of the poles on Hansen, staff has formulated recommendations for the street lighting on both streets.

On Hansen Boulevard, staff took a closer look at the 16 poles and determined that there is still life left in the poles. The recommendation is to simply remove and replace the existing lights with new LED lights and leave the poles in place. In the next 7-10 years these poles would then be evaluated for replacement.

The 43 steel street light poles on Orchard Gateway are in disrepair and need to be replaced. They are approximately 18 years old, the paint on the poles is flaking off, and the exposed steel is rusting. One of these poles has even blown over during severe weather conditions creating a hazard in the roadway. The poles are located close to the roadway where they are exposed to road salt in the winter, which accelerates corrosion of steel poles. At the February 22, 2021 Committee of the Whole meeting, staff was requested to seek pricing for two options; both the aluminum and concrete poles. Five bids were received on May 5, 2021 and the results are displayed in the table below.

	<b>Utility Dynamics Corp. 23 Commerce Drive Oswego, IL 60543</b>	Virgil Cook & Son, Inc. 119 N. 8th Street PO Box 805 DeKalb, IL 60115	H&H Electric 2830 Commerce St. Franklin Park, IL 60131	Electric Conduit Construction 816 Hicks Drive Elburn, IL 60119	Thorne Electric Pox Box 321 Wheaton, IL 60187
Total Bid Price <b>Aluminum</b> Poles	<b>\$149,230.00</b>	\$162,045.00	\$177,159.30	\$177,260.85	\$186,811.94
Total Bid Price <b>Concrete</b> Poles	<b>\$189,094.00</b>	\$234,490.00	\$240,411.20	\$235,619.51	\$244,173.13

The pictures below illustrate both aluminum and concrete poles. Concrete poles are typically used in residential areas along local streets while the aluminum poles are more prevalent in commercial and industrial areas along collector and arterial streets. The staff recommendation is to select the aluminum poles. This would be the lower cost option for the Village and would present a uniform appearance with the existing aluminum poles on Orchard Gateway and maintain a consistent theme throughout town. There is sufficient funding in the Motor Fuel Tax fund to complete this project. Therefore, staff is recommending the award of the project to Utility Dynamics is the amount of \$149,230.00.



**Aluminum Pole**



**Concrete Pole**

**Contract for Orchard Gateway Boulevard LED Light Fixture and Pole Replacement**

**THIS AGREEMENT**, made and concluded this **17th** day of May, 2021, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and \_\_\_\_\_, an Illinois \_\_\_\_\_ (hereinafter referred to as “Contractor”) for the **Orchard Gateway Boulevard LED Light Fixture and Pole Replacement** project.

**WHEREAS**, the Village advertised for bids for LED Light Fixture and Pole Replacement installation services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

**WHEREAS**, Contractor submitted a bid for the Services in the amount of \_\_\_\_\_  
\_\_\_\_\_ in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

**WHEREAS**, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **May 17, 2021**

**NOW** **THEREFORE**, \_\_\_\_\_ in consideration of \_\_\_\_\_  
\_\_\_\_\_ to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for Contract for Orchard Gateway Boulevard LED Light Fixture and Pole Replacement, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.

2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.

7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.

8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

**IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Village of North Aurora**

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By: Mark Gaffino, Village President

**Utility Dynamics Corporation**

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Signature

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Printed Name, Title

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees

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

From: Brian Richter, Street Superintendent

Date: May 12, 2021

Re: Purchase of a New 2022 International HV607 Plow and Dump Truck

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The Public Works Department is seeking to purchase a new combination five yard dump and plow truck. The purchase of a new vehicle was budgeted in the 2021-2022 fiscal year from the Vehicle and Equipment Fund in the amount of \$170,000.

The vehicle that Public Works is requesting is a 2022 International HV607 equipped with 5-7 cubic yard box, a salt spreader, and an 11' snow plow. The primary use for this vehicle will be to remove snow and spread salt in the winter during snow and ice removal operations. However the truck is a versatile asset that will be used year round. In addition to hauling and spreading salt, it will also haul: asphalt, black dirt, wood chips, and various gradations of stone. After storm events this truck will assist by hauling tree limbs. During water main breaks or storm and sanitary repairs this truck will carry steel castings, manhole lids and various diameters of pipe needed to repair utilities.

This truck will be a new addition to our fleet. With the hiring of a new streets laborer we are in need of an additional truck to optimize the operations of the public works department. This will allow us to save money and depend less on the contractor when it comes to snow removal.

Currently there are 7 trucks in the fleet that perform these operations. The table below identifies each of the vehicles. We still are waiting on the delivery of the Freightliner that we ordered back in December of 2021 to replace truck #176.

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

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



The past four trucks that were purchased have been Freightliners. We switched from Internationals to Freightliners due to engine problems. We are looking to switch back to purchasing an International truck for several reasons this time. International has made changes to their engines and now come with Cummins motors. Staff is familiar with both makes and models including when it comes to servicing them. Another reason is that Freightliners estimated delivery time has been pushed to the second quarter of next year (April, May, or June of 2022).

International's estimated delivery date would be November or December of this year. We received a quote last year for a new truck from International and we are still able to use that price. Once that quote expires the price of the truck will increase another 5% to 6% due to the rising cost of steel. By purchasing this truck now the village will save \$5,000. The outfitting of the truck, which is done by Monroe Truck, has already gone up 6% from our previous order in December.

**Figure 1. Proposed 2022 International HV607 plow truck.**



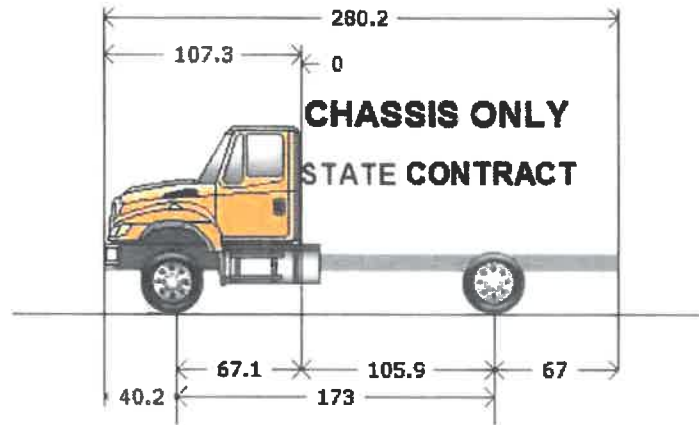
The base cost of the truck is \$81,706.00 and the snow and ice equipment needed to outfit the truck is \$86,738.00, for a total cost of \$168,444.00. The purchase of the truck will be through the State of Illinois purchasing program. The details of the snow and ice equipment as well as the base cost for the truck is attached to the document for reference.

The amount budgeted for the purchase of this vehicle is \$170,000. The purchase price of this vehicle is \$1,556.00 under the budgeted amount. At this time the Public Works Department is requesting the purchase of the International HV607 plow and dump truck in the total amount of \$168,444.00 from Monroe Truck Equipment/Rush Truck Center.

**Prepared For:**  
 VILLAGE OF NORTH AURORA  
 BRIAN RICHTER  
 25 E. STATE STREET  
 NORTH AURORA, IL 60542-  
 (708)897 - 1457  
 Reference ID: STATE CONTRACT

**Presented By:**  
 RUSH TRK CTR OF N IL  
 David R Mueller  
 4655 S CENTRAL AVE.  
 CHICAGO IL 606381547  
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2022 HV607 SBA (HV607)**

<b>AXLE CONFIG:</b>	4X2
<b>MISSION:</b>	Requested GVWR: 41000. Calc. GVWR: 41000
<b>DIMENSION:</b>	Wheelbase: 173.00, CA: 105.90, Axle to Frame: 67.00
<b>ENGINE, DIESEL:</b>	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 6.14
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L X WORKS Z (MICHELIN), 485 rev/mile, 65 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G X MULTI D (MICHELIN), 496 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
<b>PAINT:</b>	Cab schematic 100WL Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

**Description**

Base Chassis, Model HV607 SBA with 173.00 Wheelbase, 105.90 CA, and 67.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SHOCK ABSORBERS, FRONT

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Wabco System Saver 1200} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Gunitex} Automatic

SLACK ADJUSTERS, REAR {Gunitex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

DRAIN VALVE {Bendix DV-2} (1) Automatic, with Heater, with (2) Berg Pull Chains, for Air Tank

BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

**Description**

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 10'

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

JUMP START STUD (2) Remote Mounted

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

HOOD, HATCH (01) for Servicing

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

**Description**

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP OMIT

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 6.14

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

SHOCK ABSORBERS, REAR (2)

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUEL TANK STRAPS Bright Finish Stainless Steel

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

**Description**

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust

GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

SEAT BELT All Orange; 1 to 3

CAB INTERIOR TRIM Classic, for Day Cab

WINDSHIELD Heated, Single Piece

ARM REST, RIGHT, DRIVER SEAT

ARM REST, LEFT, PASSENGER SEAT

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Fiat Panel

WINDSHIELD WIPER BLADES Snow Type

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

HUB CAPS (2) {Stemco Sentinel} Vented, Front

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

(4) TIRE, REAR 11R22.5 Load Range G X MULTI D (MICHELIN), 496 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L X WORKS Z (MICHELIN), 485 rev/mile, 65 MPH, All-Position

**Description**

Cab schematic 100WL

Location 1: 4421, School Bus Yellow (Std)

Chassis schematic N/A

**Services Section:**

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

MUNICIPAL LICENSE PLATES & TITLE FEE

2 SPARE KEYS FOR A TOTAL OF 4 KEYS



<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$81,706.00

ABOVE FIGURE IS FOR CHASSIS ONLY ( Does NOT include body or mounted equipment )

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

CONTRACT PRICING GOOD THRU 5/31/2021

ANY ORDERS AFTER 06/03/2021 WILL INCREASE BASED ON THE STATE'S AGREED RENEWAL AMOUNT

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:  
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL SURCHARGES

Approved by Seller:

SALES REPRESENTATIVE 05-03-2021

Official Title and Date



Authorized Signature

Accepted by Purchaser:

VILLAGE OF NORTH AURORA

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without  
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



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

**J.O. #**

Quotation ID: 48D0005173

Date: 5/3/2021

Valid thru: 6/2/2021

Terms: NET 30

Quoted by: Bob Drews

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

**Quoted to:**

NORTH AURORA, VILLAGE OF (ATTN: BRIAN RICHTER)  
25 E. STATE STREET  
NORTH AURORA, IL 60542  
Ph: 630-897-8228 / Fax: 630-897-8258  
Email: brichter@northaurora.org

**SINGLE AXLE**

**Chassis Information**

Year: 2022	Make: FREIGHTLINER	Model: SEVERE DUTY	Chassis Color: SCHOOL BUS	Cab Type:
Single/Dual: DRW	CA: 106.0 CT:	Wheelbase:	F.O. Number #:	Vin:

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

Description	Amount
<b>SOURCEWELL DUMP BODY PATROL TRUCK PACKAGE (SKU # 9TRR000693)</b>	

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

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

CRYSTEEL RC750 SUBFRAME HOIST

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

**TOWING:**

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

PAINT HOOD FLAT BLACK

**LIGHTING:**

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

MONROE 240 GALLON BEHIND THE CAB FRAME MOUNTED LIQUID DISPENSING SYSTEM

STANDARD EQUIPMENT:

- CLOSED LOOP



**Description****Amount**

- HYDRAULIC 4 GPM MOTOR/PUMP COMBINATION
- (2) 120 GALLON POLY TANKS
- 304 STAINLESS MOUNTING HARDWARE
- BULK FILL KIT
- FLUSH KIT

**ELECTRIC HYDRAULICS PACKAGE****STANDARD EQUIPMENT:**

- HOT SHIFT PTO
- TXV92 PUMP
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- 30 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER
- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- FORCE 5150 CONTROL FOR PLOW & HOIST (NON-PROPORTIONAL)
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- MISC HOSES AND FITTINGS
- STAINLESS STEEL LINES TO REAR
- INSTALLED

**TRUCK PORTION - QUICK HITCH**

- FOLD FLAT LIFT ARM
- DOUBLE ACTING LIFT CYLINDER
- SIDE PLATES AND REATTACHED O.E.M. BUMPER
- STAINLESS STEEL PLOW MOUNT BRACKETS
- LED HEATED PLOW LIGHTS MOUNTED ON HOOD
- CONVEX MIRRORS MOUNTED TO PLOW LIGHT BRACKETS

**MONROE FULL MOLDBOARD TRIP REVERSIBLE PLOW****STANDARD EQUIPMENT:**

- 41" TALL X 11' WIDE WITH INTEGRAL SHIELD
- 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD
- (6) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP MOLDBOARD ANGLE
- 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE
- HORIZONTAL MOLDBOARD BRACE ANGLES
- 5/8" X 8" ONE-PIECE TOP PUNCH CUTTING EDGE
- DUAL COMPRESSION TRIP SPRING ASSEMBLIES
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-3/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING POWER REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MONROE QUICK HITCH
- SCREW ADJUSTABLE PARKING JACK
- 36" FLUORESCENT ORANGE FLEXIBLE MARKERS
- RUBBER SNOW DEFLECTOR
- MAILBOX TRIM ON RIGHT SIDE

**MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER (MS966-RF-DD) W/ SPEED SENSOR**

- 201 STAINLESS STEEL
- CLOSED LOOP
- 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE
- 7 GA., 96" TROUGH W/ 1/4" END PLATES
- ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL
- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- S.S. SPINNER ASSEMBLY WITH POLY DISC
- S.S. TROUGH MOUNTED SPRAY BAR FOR PREWET
- INSTALLED



**Description****Amount**

BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM  
- (2) LOW-LIGHT CAMERAS - ONE FOR BACK UP AND ONE FOR LOAD VIEWING  
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN  
WASH AND DRY FOR BOTH CAMERAS  
PROTECTIVE HOUSING FOR EACH CAMERA

Quote Total: \$86,738.00

**Terms & Conditions**

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

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

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



**Rush Truck Center, Springfield**

3441 Gatlin Dr  
Springfield, IL 62707  
(217) 523-5631

rushtruckcenters.com

**Retail Sales Order**

SALES ORDER		Date 05/03/2021	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		<b>VILLAGE OF NORTH AURORA</b>	
Make International	Series HV607	Customer's Name	25 EAST STATE ROAD
Year 2022	Body Type REFERENCED BELOW	Street	NORTH AURORA IL 60542
Color YELLOW #4421	Trim STANDARD	City	State Zip
Serial #		(630) 897-8228	
Stock #		Federal Tax ID #	Business Phone Fax
To be delivered on or about		Purchaser's Name	
STATE CONTRACT # 19416CMS BOSS-4-P-8607		Street	City State Zip
WAS USED TO PRICE THE FOLLOWING EQUIPMENT		Federal Tax ID #	Business Phone Fax
TRUCK CHASSIS SPECIFICATIONS AS LISTED IN		David Mueller	
SALES PROPOSAL # 15246 DATED 05/03/2021		By Salesman	
BODY & MOUNTED EQUIPMENT AS LISTED IN		Truck Will be Titled in Kane County	
MONROE TRUCK QUOTE 4BD0005173		<b>LIENHOLDER INFORMATION</b>	
DATED 05/03/2021		Date of Lien	
		Lien Holder	
Sales Price	168,122.00		
Factory Paid F.E.T.	0.00		
F.E.T. Tire Credit	0.00	Draft Through	
Total Factory Paid F.E.T.	0.00		
Optional Extended Warranties	0.00		
Sub-Total	168,122.00		
		Manufacturer Rebate	
Dealer Paid F.E.T. *	0.00	Total Used Vehicle Allowance *	0.00
Local Taxes	0.00	Less Total Balance Owed	0.00
License, Transfer, Title, Registration Fee	158.00	Total Net Allowance on Used Vehicle(s)	0.00
Documentary Fee	164.00	Deposit or Credit Balance	0.00
Total Cash Delivered Price	168,444.00	Cash with Order	0.00
Total Down Payment	0.00	←-----	0.00
Unpaid Cash Balance Due on Delivery	168,444.00	*See Trade-In details on page 4	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE, A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.			
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		Customer's Signature	Date
		OFFER RECEIVED BY: David Mueller	05-03-2021
		SALES REPRESENTATIVE	Date
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		OFFER ACCEPTED BY:	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		AUTHORIZED REPRESENTATIVE	Date
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.			
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			





rushtruckcenters.com

**Rush Truck Center, Springfield**

3441 Gatlin Dr  
Springfield, IL 62707  
(217) 523-5631

**Retail Sales Order**

**1. Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

**2. WARRANTY DISCLAIMERS AND LIMITATIONS**

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES.** EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

**3. Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

**4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

**5. Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

**6. Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

**7. Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

**8. Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

**9. Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

**10. Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

**11. Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

**12. Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

**13. Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

**14. No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

**15. Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial \_\_\_\_\_



# Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: May 17, 2021

Re: Kane County Community Development Fund (CDF) Grant Application

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Kane County Community Development Funding is available to municipalities in the County through the County's Community Development Block Grant (CDBG). Areas that have been identified as low to moderate income areas are eligible to apply for funding.

In its evaluation of the water distribution system, staff has identified the aging water main on Chestnut, Locust, and Spruce as candidates for replacement. These streets are within the low to moderate income areas and are eligible for funding. Staff would like to prepare and submit an application to the County for CDF funding.

The table below estimates the costs associated with the project. We would be applying for funding to supplement the cost of the water main replacement and road repair. With the addition of our Village Engineer, staff is planning to perform the engineering design and construction management for these projects in-house. If the Village Board would like to pursue this grant opportunity, it is a requirement of the application to pass the attached resolution in support of the project and application.

							<b>Project</b>	
<b>No.</b>	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Length [ft]</b>	<b>Water- main</b>	<b>Road</b>	<b>Engineering</b>	<b>Total</b>
1	Chestnut	Banbury	Hickory	600	\$165,000	\$66,000	\$34,650	\$265,650
2	Locust	Banbury	Hickory	600	\$165,000	\$66,000	\$34,650	\$265,650
3	Spruce	Banbury	Hickory	600	\$165,000	\$66,000	\$34,650	\$265,650



**RESOLUTION NO. R \_\_\_\_\_**  
**AUTHORIZING APPLICATION FOR KANE COUNTY COMMUNITY DEVELOPMENT FUNDS AND EXECUTION OF ALL NECESSARY DOCUMENTS**

WHEREAS, the Village of North Aurora has determined that it in its best interests to submit an application for Kane County Community Development Funds to assist with funding for watermain replacement on portions of Spruce Street, Locust Street and Chestnut Street; and

WHEREAS, said project will significantly improve the critical neighborhood infrastructure through the replacement of aging watermain and related infrastructure which will eliminate costly watermain breaks and improve public health; and

WHEREAS, the Kane County Board must approve said application and will require the Village of North Aurora to execute a Funding Agreement and other necessary documents upon such approval.

NOW, THEREFORE, BE IT RESOLVED that Village Administrator Steven Bosco is hereby authorized to execute an application for Kane County Community Development Funds, a Funding Agreement and other necessary documents upon approval of the application by the Kane County Board, and any requests for payment and documentation required to be submitted by the Village of North Aurora to Kane County requesting the dispersal of funds.

BE IT FURTHER RESOLVED, that any substantial changes to the above-stated project description must be approved by the Village of North Aurora.

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

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

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

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

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

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

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird Salazar \_\_\_\_\_

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

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

ATTEST:

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



# Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: May 11, 2021  
Re: Public Works Facility Expansion Civil Engineering Agreement

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The Village has received the civil engineering proposal from WBK Engineering, LLC for professional engineering services to begin the site analysis and design of the new Public Works facility. The scope of this work includes geotechnical investigation, stormwater management assessment, utility coordination, site grading, quantity calculations, and the development of a cost estimate. As the project progresses the civil engineer will coordinate their design with that of the selected architect and construction manager.

WBK has experience in town; they currently perform civil engineering reviews of proposed developments in town. They have also performed a bridge analysis of the structure spanning the mill race in Riverfront Park. They work closely with staff, are very familiar with the Kane County Stormwater Ordinance design and permitting requirements. The project lead they are proposing has experience coordinating projects with architects and construction managers and staff believes this would be an asset to our project team. Staff is recommending the approval of the agreement in the amount of \$91,945.00, which was within our budgeted amount of \$120,000.

# Public Works Facility Expansion

Village of North Aurora

May 10, 2021

Mr. John Laskowski  
Director of Public Works  
Village of North Aurora  
314 Butterfield Road  
North Aurora, Illinois 60542

Dear Mr. Laskowski:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the Village of North Aurora for professional engineering services for the Public Works Facility Expansion project located at 314 Butterfield Road. WBK looks forward to the opportunity to assist the Village on the site design and engineering of your project. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

## Understanding of the Assignment

The existing Public Works facility is undersized for the current and future needs of the department. Additional interior parking for vehicles and equipment, staff facilities, and storage is necessary to continue to provide services in an efficient and cost effective manner. Funding sources will be determined as design development commences. An expanded facility including new offices, garage space and other storage facilities will result in additional annual maintenance costs. A space study performed in 2020 identified the need for an additional 23,000 square feet of additional garage and office space to adequately facilitate the needs of the Public Works Department. The largest component is for heated vehicle storage. The total budget for the project is estimated at \$11.4 M with construction to break ground in 2023.

It is understood the Village is seeking a collaborative partner to work with an architect selected by the Village as well as a Construction Manager to assist with procurement as well as construction of the Public Works Facility Expansion. We expect the design effort will be lead and managed by the architectural firm selected by the Village even though WBK's contract is directly with the Village. We also understand the Construction Manager will be providing input during the preparation of construction documents including providing cost estimates to the Village. We expect the Construction Manager to manage and facilitate bidding and procurement of construction contracts on behalf of the Village. No construction phase services are included at this time.

## Scope of Services

The scope of services is defined in the attachments to this proposal. We anticipate the prior space study is an acceptable schematic design document and no services related to schematic design are included. We anticipate design development (preliminary engineering) and construction documents (final engineering) as the primary site engineering phases for this project. A survey of the property has been prepared by others and the WBK will use that information during the design phases. Because the Village is hiring a Construction Manager, we have not included bidding nor



construction phase services at this time. General project management is also not anticipated nor included in this proposal.

## Project Assumptions

In preparing this proposal, we have attempted to provide you with a scope of engineering services based on information provided. In preparing the proposal based on available information, we have made some assumptions which will need to be verified during project design. Any findings which are not consistent with our assumptions may impact this proposal and the project budget. We will discuss any such findings with you and any budget revisions prior to proceeding. Assumptions and scope exclusions are identified in the attachments to this proposal.

## Estimate of Fees

Due to the nature of the tasks listed in the above Scope of Basic Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task and actual hours expended on each task. Variability may occur between tasks however, we will not exceed the total budget without your prior approval. Our estimated fees are based on the entire Scope of Basic Services being awarded and in general, individual tasks are not intended to be awarded separately.

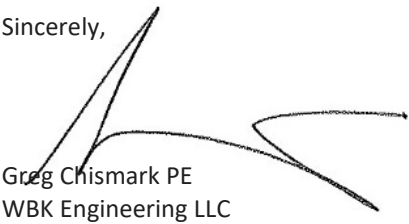
Task #	Task Name	Fee
Task 1	Project Start Up & Data Collection	\$6,560
Task 2	Geotechnical Evaluation	\$8,610
Task 3	Stormwater Management Design	\$7,375
Task 4	Utility Coordination	\$4,085
Task 5	Preliminary Engineering	\$29,040
Task 6	Final Engineering	\$11,905
Task 7	Quantities and Cost Estimate	\$5,240
Task 8	Project Specifications	\$2,980
Task 9	Permitting	\$7,600
Task 10	Meetings and Coordination	\$6,490
Task 11	QA/QC	\$2,060
	<b>TOTAL</b>	<b>\$91,945</b>

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of WBK Engineering, LLC.

We propose to bill the Village monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our hourly rates by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the Village of North Aurora. If you have any questions, please do not hesitate to call.

Sincerely,

  
Greg Chismark PE  
WBK Engineering LLC

Justin Benham PE  
WBK Engineering LLC

Encl: 2021 Schedule of Charges  
General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR VILLAGE OF NORTH AURORA:

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

TITLE: \_\_\_\_\_

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

# North Aurora Public Works Facility Addition

North Aurora, Illinois

May 10, 2021

## Scope of Services Outline

### 1. Project Kickoff Meeting, Site Visit, and Data Collection

- a. The civil engineering design team will conduct a project kickoff meeting with the Village.
- b. The civil engineering design team will visit the site, document existing conditions with a photo log, and complete a field review of the existing topographic survey to determine the limits of required supplement survey. It is anticipated that, at a minimum, supplemental survey will be required within the IL Route 56 right-of-way.
- c. A qualified wetland scientist will perform site reconnaissance to determine the presence (or lack thereof) of wetlands on the site. Wetlands are not anticipated on the site.
- d. GIS utility data will be collected to determine the layout of public utilities on the site and within the IL Route 56 right-of-way.
- e. A one-man survey crew with GPS and robotic equipment will perform supplemental survey within the required supplemental survey limits as determined by the project team's site visit and field review.

### 2. Geotechnical Investigation

- a. A sub-consultant geotechnical testing firm will be utilized to collect soil borings for site improvements only. A total of eight (8) borings is estimated.
- b. Soil borings collected for purposes of building design and construction are anticipated to be completed under the architect's scope of services and are therefore excluded from this scope of services.
- c. The geotechnical investigation will also include collection of samples for environmental testing and CCDD evaluation. A total of four (4) samples is estimated. In general, this will consist of the completion of a PIP (Potentially Impacted Property) evaluation, collection of composite soil samples, and complete analytical testing in compliance with IEPA requirements. The sub-consultant will prepare a LPC-663 CCDD certification (as determined by the testing) in compliance with IEPA procedures.

### 3. Stormwater Management

- a. The proposed improvement will be evaluated for compliance with the Kane County Stormwater Management Ordinance. It is expected that stormwater detention and BMPs will be required as part of the proposed improvement.
- b. Existing drainage patterns will be determined and tributary areas delineated.
- c. Existing and proposed impervious surface areas will be calculated. Historic aerial imagery and records will be utilized to define existing impervious areas as pre-ordinance or post-ordinance.
- d. The site will be modeled utilizing HEC-HMS software to determine stormwater detention requirements. Three separate models (existing, proposed, and blocked restrictor) will be developed.



Current rainfall data will be utilized to determine pre-development and post-development peak release rates from the site. The models will be utilized to size the proposed detention facility, outflow restrictor, and associated emergency overland flow route as well as determine Normal Water Level (NWL) and High Water Level (HWL).

- e. Preliminary and final design of the stormwater management facility and BMPs with regards to layout, grading, utility improvements, etc. will be covered by Task 5 (Preliminary Engineering) and Task 6 (Final Engineering).

#### 4. Utility Coordination

- a. Submit a Design JULIE request and send introductory letters to all utilities to request utility maps and inform them of the project. This will include a request of GIS utility data from the Village for public utilities located on the site and incorporation of these utilities into the topographic survey.
- b. Ongoing coordination with private utility companies regarding proposed improvements and any potential impacts to their utilities.
- c. Ongoing coordination with the Village regarding potential relocation of utilities due to proposed improvements. It is anticipated that, at a minimum, the proposed building improvements may conflict with existing sanitary sewer and water main infrastructure.
- d. Preliminary and final design of any public utility relocations will be covered by Task 5 (Preliminary Engineering) and Task 6 (Final Engineering).
- e. Utility service locations and sizes for the proposed building improvement will be coordinated with the selected architect.

#### 5. Preliminary Engineering

- a. Preliminary engineering design of site improvements, including:
  - i. Building utility services (water, sanitary) sizing and layout
  - ii. Public utility relocations layout
  - iii. Storm sewer system sizing and layout
  - iv. Overall site geometrics (verify concept design works with anticipated vehicle movements)
  - v. Relocation of salt storage facility and design of runoff capture system
  - vi. Relocation of fuel station
  - vii. Stormwater management facility and BMPs
  - viii. IL Route 56 access replacement and/or reconfiguration
  - ix. Site security
  - x. Site lighting and photometrics (coordinate with architect)
    - 1. Design of site lighting and photometrics are anticipated to be completed under the architect's scope of services and are therefore excluded from this scope of services.
- b. Prepare PDF set of engineering plans (1" = 20' scale) for 70% (Preliminary) submittal:

• Cover Page	1 sheet
• Existing Conditions & Removal Plan	2 sheets
• Site Geometric Plan	2 sheets
• Site Utility Plan	2 sheets
• Storm Sewer Profiles	3 sheets
• Sanitary Sewer / Service Profiles	2 sheet



• Water Main / Service Profiles	1 sheet
• Site Grading Plan	2 sheets
• Stormwater Management Facility Details	1 sheet
• Stormwater Pollution Prevention Plan	2 sheets
• Site Restoration Plan	2 sheets
 Total Plan Set	 20 sheets

## 6. Final Engineering

- a. Final design of all site improvements as listed in Task 5 (Preliminary Engineering).
- b. Prepare PDF set of engineering plans for 95% (Final) and 100% (Corrected Final) submittals:

• Cover Page	1 sheet
• General Notes	1 sheet
• Existing Conditions & Removal Plan	2 sheets
• Site Geometric Plan	2 sheets
• Site Utility Plan	2 sheets
• Storm Sewer Profiles	3 sheets
• Sanitary Sewer / Service Profiles	2 sheets
• Water Main / Service Profiles	1 sheet
• Site Grading Plan	2 sheets
• Stormwater Management Facility Details	1 sheet
• Stormwater Pollution Prevention Plan	2 sheets
• Site Restoration Plan	2 sheets
• Erosion Control Details	2 sheets
• Project Details	7 sheets
 Total Plan Set	 30 sheets

- c. Incorporate Village review comments into final engineering plan submittals.

## 7. Quantity Calculations and Cost Estimate

- a. Pay items for the site improvements will generally be in accordance with standard IDOT pay items. Additional and/or modified pay items may be utilized for improvements that are not covered by a standard IDOT pay item.
- b. Quantity computations for the site improvements will be prepared for the 70% (Preliminary), 95% (Final), and 100% (Corrected Final) submittals.
- c. Estimates of Probable Cost (EOPC) will be prepared for the 70% (Preliminary), 95% (Final), and 100% (Corrected Final) submittals.

## 8. Project Special Provisions

- a. Preparation of overall project contract specifications are anticipated to be completed under the architect's scope of services and are therefore excluded from this scope of services.

- b. Project-specific special provisions for site improvements will be prepared for incorporation into the overall project contract specifications. This work will be coordinated with the project architect.

#### **9. Permitting**

- a. A Stormwater Management Report will be prepared documenting compliance of the proposed improvements with the Kane County Stormwater Management Ordinance.
- b. An IEPA ILR10 Notice of Intent (NOI) permit application will be prepared and submitted in compliance with NPDES regulations.
- c. An IDOT right-of-way construction permit application will be prepared and submitted for improvements located within the IL Route 56 right-of-way.

#### **10. Meetings and Coordination**

- a. Internal civil engineering design team project coordination meetings (assume 20 meetings).
- b. Client project coordination meetings with entire A/E team (assume 10 meetings).

#### **11. QA/QC Review**

- a. A qualified, independent review engineer will conduct a QA/QC review of the stormwater management modeling (Task 3), final engineering plans (Task 6), quantity calculations and cost estimate (Task 7), and project special provisions (Task 8).
- b. The QA/QC review will check project submittals for accuracy and completeness.

#### **Assumptions**

- a. Topographic survey provided by the Client is suitable for development of engineering plans therefore no additional on-site survey work will be required. Off-site survey of IL 56 is included to facilitate coordination with IDOT.
- b. No boundary work or ROW determination is included in the scope at this time.
- c. The cost of an environmental assessment, mitigation, clean-up, and waste removal permitting services are not included.
- d. Soil borings will confirm that all soils are suitable for development for sitework only. Building soil borings are not included as it is assumed the architect and structural engineer will direct geotechnical work for building suitability.
- e. A preferred site plan has been provided by the Client and no additional site plan design is required. Any further deviations from the site plan provided will be minor in nature and accommodated in development of preliminary engineering plans. No such deviations will occur during Final Engineering.
- f. Site plan provided by the Village complies with all existing zoning and lot standards as outlined in the Village of North Aurora Zoning Ordinance. The proposed use is allowed by right on the subject property therefore no zoning entitlements will be required in the development of the proposed plan. The site plan as provided, does not depart from the existing lot standards therefore no variances will be required. The pursuit of any zoning entitlements and/or variances, should they be needed, will be coordinated by others.
- g. There will be limited modifications to existing adjacent public streets only involving the Public Works access drive. No improvements to IL 56 are included in this scope (turn lanes or through lane widening). Traffic counts or a traffic study and/or a parking study will not be required.

- h. All existing utilities to be used are of adequate capacity and depth, and are on the property.
- i. Lighting and Photometrics will be provided by others and are not included in this scope.
- j. Landscape plans do not require signature by a licensed Landscape Architect.
- k. Architectural floor plans and elevations will be provided by others. Changes to floor plans/building footprint will be minor in nature and not require changes to the site plan provided by the Client. No modifications to the floor plan or building footprint will occur once Final Engineering has begun.
- l. All deliverables within our scope are anticipated to be packaged and managed as part of an architectural plan set and bid package. Accordingly, front end bid documents and specifications are not included in this scope. Overall project management is not included in the scope at this time.
- m. No retaining walls are anticipated as part of this project and therefore structural design is not included as part of site engineering plans. Structural analysis relating to existing or proposed buildings will be completed by others.
- n. Fees (application/review/permit) are not included.

Description		Engineer V	Engineer IV	Engineer III	Engineer I	ERS III	Sub-Consultant Costs	In House Direct Costs
<b>1</b>	<b>Project Kickoff Meeting, Site Visit, and Data Collection</b>							
1.1	Project kickoff meeting with Village		2	2				
1.2	Site visit, photo log, determine limits of required supplemental topographic survey		4	4	8			
1.3	Site wetland reconnaissance					8		
1.4	GIS utility data collection and incorporation into existing topographic survey			2	6			
1.5	Supplemental topographic survey, download and processing				8	16		
<b>SUB-TOTAL PERCENT</b>		<b>60.0</b>	<b>6.0</b> 10%	<b>8.0</b> 13%	<b>22.0</b> 37%	<b>24.0</b> 40%	<b>\$ -</b>	<b>\$ 16.80</b>
<b>2</b>	<b>Geotechnical Investigation</b>							
2.1	Subconsultant coordination		2	2				
2.2	Subconsultant fee allowance (soil borings and CCDD testing) and document review		4				\$ 7,500.00	
<b>SUB-TOTAL PERCENT</b>		<b>8.0</b>	<b>6.0</b> 75%	<b>2.0</b> 25%			<b>\$ 7,500.00</b>	<b>\$ -</b>
<b>3</b>	<b>Stormwater Management</b>							
3.1	Existing drainage patterns determination and delineation of tributary areas			2	6			
3.2	Existing and proposed impervious surface calculations			4	12			
3.3	HEC-HMS hydrologic modeling (existing, proposed, blocked restrictor conditions)		8	32				
<b>SUB-TOTAL PERCENT</b>		<b>64.0</b>	<b>8.0</b> 13%	<b>38.0</b> 59%	<b>18.0</b> 28%		<b>\$ -</b>	<b>\$ -</b>
<b>4</b>	<b>Utility Coordination</b>							
4.1	Design JULIE request and introductory letters			2	2			
4.2	Ongoing coordination with utility companies throughout project		2	6				
4.3	Ongoing coordination with Village regarding relocation of public utilities		8	4				
4.4	Utility service sizing calculations for proposed building improvement and architect coordination		2	6				
<b>SUB-TOTAL PERCENT</b>		<b>32.0</b>	<b>12.0</b> 38%	<b>18.0</b> 56%	<b>2.0</b> 6%		<b>\$ -</b>	<b>\$ -</b>
<b>5</b>	<b>Preliminary Engineering</b>							
5.1	Building utility services sizing and layout		2	4	6			
5.2	Public utility relocations layout		4	8	12			
5.3	Storm sewer system sizing and layout		4	8	12			
5.4	Overall site geometrics verification		2	2	4			
5.5	Relocation of salt storage facility and design of runoff capture system		2	4	6			
5.6	Relocation of fuel station and coordination with third-party vendors		4	8	4			
5.7	Stormwater management facility and BMP design		2	6	8			
5.8	IL Route 56 access replacement and/or reconfiguration design		2	2	4			
5.9	Site security design		2	2	4			
5.10	Site lighting and photometrics architect coordination			4				
5.11	Preliminary engineering plans (70%) and submittal							
	Cover Page 1 Sheet				4			
	Existing Conditions & Removal Plan 2 Sheets		2	2	8			
	Site Geometric Plan 2 Sheets		2	2	12			
	Site Utility Plan 2 Sheets		2	2	12			
	Storm Sewer Profiles 3 Sheets		2	6	8			
	Sanitary Sewer / Service Profiles 2 Sheets		2	2	8			
	Water Main / Service Profiles 1 Sheet		2	2	8			
	Site Grading Plan 2 Sheets		2	6	8			
	Stormwater Management Facility Details 1 Sheet			4	4			
	Stormwater Pollution Prevention Plan 2 Sheets			4	8			
	Site Restoration Plan 2 Sheets		2	2	8			
<b>SUB-TOTAL PERCENT</b>		<b>268.0</b>	<b>40.0</b> 15%	<b>80.0</b> 30%	<b>148.0</b> 55%		<b>\$ -</b>	<b>\$ 26.40</b>

Description		Engineer V	Engineer IV	Engineer III	Engineer I	ERS III	Sub-Consultant Costs	In House Direct Costs
<b>6</b>	<b>Final Engineering</b>							
6.1	Finalize design of all site improvements		4	12	4			
6.2	Incorporate Village review comments and prepare disposition of comments (2 resubmittals)		4	12	24			
6.3	Final engineering plans (95%) and Corrected Final engineering plans (100%) and submittal							
	Cover Page 1 Sheet				2			
	General Notes 1 Sheet			2	6			
	Existing Conditions & Removal Plan 2 Sheets				2			
	Site Geometric Plan 2 Sheets				2			
	Site Utility Plan 2 Sheets				2			
	Storm Sewer Profiles 3 Sheets				2			
	Sanitary Sewer / Service Profiles 2 Sheets				2			
	Water Main / Service Profiles 1 Sheet				2			
	Site Grading Plan 2 Sheets				2			
	Stormwater Management Facility Details 1 Sheet				2			
	Stormwater Pollution Prevention Plan 2 Sheets				2			
	Site Restoration Plan 2 Sheets				2			
	Erosion Control Details 2 Sheets			4	8			
	Project Details 7 Sheets			4	8			
SUB-TOTAL PERCENT		114.0	8.0 7%	34.0 30%	72.0 63%		\$ -	\$ 39.60
<b>7</b>	<b>Quantity Calculations and Cost Estimate</b>							
7.1	Prepare quantity calculations for 70%, 95%, and 100% submittals		4	12	16			
7.2	Prepare Estimate of Probable Costs for 70%, 95%, and 100% submittals		2	6	8			
SUB-TOTAL PERCENT		48.0	6.0 13%	18.0 38%	24.0 50%		\$ -	\$ -
<b>8</b>	<b>Project Special Provisions</b>							
8.1	Write project special provisions for site improvements			16				
8.2	Coordination with architect to finalize contract specifications and incorporate special provisions		4	4				
SUB-TOTAL PERCENT		24.0	4.0 17%	20.0 83%			\$ -	\$ -
<b>9</b>	<b>Permitting</b>							
9.1	Kane County Stormwater Management Ordinance permit application and submittal		8	24	16			
9.2	IEPA ILR10 Notice of Intent (NOI) permit application and submittal				2			
9.3	IDOT right-of-way construction permit application and submittal		4	8	4			
SUB-TOTAL PERCENT		66.0	12.0 18%	32.0 48%	22.0 33%		\$ -	\$ -
<b>10</b>	<b>Meetings and Coordination</b>							
10.1	Internal design team project coordination meetings (20 meetings at 0.5 hr/meeting)		10	10	10			
10.2	Client project coordination meetings with entire A/E team (10 meetings at 2.0 hr/meeting)		20					
SUB-TOTAL PERCENT		50.0	30.0 60%	10.0 20%	10.0 20%		\$ -	\$ 16.80
<b>11</b>	<b>QA/QC Review</b>							
11.1	QA/QC review of stormwater management modeling	4						
11.2	QA/QC review of final engineering plans	4						
11.3	QA/QC review of quantity calculations and cost estimate	2						
11.4	QA/QC review of project special provisions	2						
SUB-TOTAL PERCENT		12.0	12.0 100%				\$ -	\$ -
TOTALS PERCENT		746.0	12.0 2%	132.0 18%	260.0 35%	318.0 43%	24.0 3%	\$ 7,500.00 \$ 99.60

**Cost Estimate of Consultant's Services in Dollars**

Element of Work		Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
1	Project Kickoff Meeting, Site Visit, and Data Collection					\$ -	\$ 16.80	\$16.80
		Engineer IV	6.0	\$145.00	\$870.00			\$870.00
		Engineer III	8.0	\$120.00	\$960.00			\$960.00
		Engineer I	22.0	\$92.00	\$2,024.00			\$2,024.00
		ERS III	24.0	\$112.00	\$2,688.00			\$2,688.00
2	Geotechnical Investigation					\$ 7,500.00	\$0.00	\$7,500.00
		Engineer IV	6.0	\$145.00	\$870.00			\$870.00
		Engineer III	2.0	\$120.00	\$240.00			\$240.00
3	Stormwater Management					\$ -	\$0.00	\$0.00
		Engineer IV	8.0	\$145.00	\$1,160.00			\$1,160.00
		Engineer III	38.0	\$120.00	\$4,560.00			\$4,560.00
		Engineer I	18.0	\$92.00	\$1,656.00			\$1,656.00
4	Utility Coordination					\$ -	\$ -	\$0.00
		Engineer IV	12.0	\$145.00	\$1,740.00			\$1,740.00
		Engineer III	18.0	\$120.00	\$2,160.00			\$2,160.00
		Engineer I	2.0	\$92.00	\$184.00			\$184.00
5	Preliminary Engineering					\$ -	\$26.40	\$26.40
		Engineer IV	40.0	\$145.00	\$5,800.00			\$5,800.00
		Engineer III	80.0	\$120.00	\$9,600.00			\$9,600.00
		Engineer I	148.0	\$92.00	\$13,616.00			\$13,616.00
6	Final Engineering					\$ -	\$39.60	\$39.60
		Engineer IV	8.0	\$145.00	\$1,160.00			\$1,160.00
		Engineer III	34.0	\$120.00	\$4,080.00			\$4,080.00
		Engineer I	72.0	\$92.00	\$6,624.00			\$6,624.00

**Cost Estimate of Consultant's Services in Dollars**

Element of Work		Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
7	Quantity Calculations and Cost Estimate					\$ -	\$ -	\$0.00
		Engineer IV	6.0	\$145.00	\$870.00			\$870.00
		Engineer III	18.0	\$120.00	\$2,160.00			\$2,160.00
		Engineer I	24.0	\$92.00	\$2,208.00			\$2,208.00
8	Project Special Provisions					\$ -	\$ -	\$0.00
		Engineer IV	4.0	\$145.00	\$580.00			\$580.00
		Engineer III	20.0	\$120.00	\$2,400.00			\$2,400.00
9	Permitting					\$ -	\$ -	\$0.00
		Engineer IV	12.0	\$145.00	\$1,740.00			\$1,740.00
		Engineer III	32.0	\$120.00	\$3,840.00			\$3,840.00
		Engineer I	22.0	\$92.00	\$2,024.00			\$2,024.00
10	Meetings and Coordination					\$ -	\$ 16.80	\$16.80
		Engineer IV	30.0	\$145.00	\$4,350.00			\$4,350.00
		Engineer III	10.0	\$120.00	\$1,200.00			\$1,200.00
		Engineer I	10.0	\$92.00	\$920.00			\$920.00
11	QA/QC Review					\$ -	\$ -	\$0.00
		Engineer V	12.0	\$172.00	\$2,064.00			\$2,064.00
<b>Totals</b>			746.0		\$ 84,348.00	\$ 7,500.00	\$ 99.60	\$ 91,947.60



**WBK ENGINEERING, LLC**  
**2021 Standard Charges for Professional Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$ 215
Engineer VI	\$ 194
Engineer V	\$ 172
Engineer IV	\$ 145
Engineer III	\$ 120
Engineer II	\$ 109
Engineer I	\$ 92
Urban Planner VI	\$ 200
Urban Planner V	\$ 161
Urban Planner IV	\$ 140
Urban Planner III	\$ 109
Urban Planner II	\$ 86
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 124
Environmental Resource Specialist III	\$ 112
Environmental Resource Specialist II	\$ 88
Technician IV	\$ 140
Technician III	\$ 119
Technician II	\$ 93
Technician I	\$ 78
Intern	\$ 49
Administrative	\$ 64
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

*WBK Engineering, LLC reserves the right to increase these rates by 5% annually.*

**WBK ENGINEERING, LLC**  
**GENERAL TERMS AND CONDITIONS**

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.
- Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:
- It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
- All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.
- All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.
- Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.
- Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

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## VILLAGE OF NORTH AURORA BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PETITION 21-04: 209 HANSEN BLVD EXPANSION  
**AGENDA:** MAY 17, 2021 REGULAR VILLAGE BOARD MEETING

---

### ITEM

Ordinance approving a Special Use for the expansion of a Motor Vehicle Sales and/or Service Establishment and Site Plan in the B-2 General Commercial District for the property located at 209 Hansen Boulevard, North Aurora, Illinois

### DISCUSSION

Gerald Hyundai is proposing to construct a 12,220 square foot addition to increase motor vehicle service capabilities at their 209 Hansen Boulevard location. Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District.

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

Site plan review is also required as the commercial addition constitutes more than twenty-five (25) percent of total square footage of the existing structure.

Staff requested feedback from the Village Board on this petition at their April 19, 2021 Committee of the Whole meeting. The Board review was done prior to the public hearing to allow for final consideration from the Village Board on May 17, 2021 so the petitioner can begin work on the project. The Village Board was in favor of the expansion.

A public hearing was conducted on this item at the May 4, 2021 Plan Commission meeting. The Plan Commission unanimously recommended approval of Petition #21-04.

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

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

### **GENERAL INFORMATION**

**Meeting Date:** May 4, 2021

**Petition Number:** 21-04

**Petitioner:** Gerald Hyundai

**Request:** 1) Special Use to allow for the expansion of a Motor Vehicle Sales and/or Service establishment 2) Site Plan Approval

**Location:** 209 Hansen Blvd.

**Parcel Number(s):** 15-06-326-010

**Property Size:** Approximately 3.92 acres

**Current Zoning:** B-2 – General Business District

**Contiguous Zoning:** North – B-2 – General Business District, South – B-2 – General Business District, East – B-2 PUD – General Business District Planned Unit Development (North Aurora Towne Centre), West – B-2 – General Business District

**Contiguous Land Use:** North – Motor Vehicle Sales and/or Service, South – Motor Vehicle Sales and/or Service, East – Stormwater Retention Pond, West – Motor Vehicle Sales and/or Service

**Comprehensive Plan Designation:** Regional Commercial

### **PROPOSAL**

Gerald Hyundai is proposing to construct a 12,220 square foot addition to increase motor vehicle service capabilities at their 209 Hansen Blvd location. Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District.

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





Site plan review is also required as the commercial addition constitutes more than twenty-five (25) percent of total square footage of the existing structure.

Staff requested feedback from the Village Board on this petition at their April 19, 2021 Committee of the Whole meeting. The Board review was done prior to the public hearing to allow for final consideration from the Village Board on May 17, 2021 so the petitioner can begin work on the project. The Village Board was in favor of the expansion.

### ***Parking***

Motor Vehicle Sales and/or Service uses require one off-street parking space per 1,000 square feet of public sales and display area (indoor and outdoor). The addition will consume 40 existing parking spaces on the south side of the building and two rows of parking currently located directly to the east of the building. According to the petitioner, parking spaces south of the building are used for employee parking, the east parking spaces are used for service department parking. According to the petitioner, the subsequent loss of 40 new vehicle storage spaces at this dealership can be absorbed, if needed, by Gerald's other dealerships located in the North Aurora Auto Mall.

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

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

Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District.

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

The subject Motor Vehicle Sales and/or Service establishment is located in the North Aurora Auto Mall, consisting only of other Motor Vehicle Sales and/or Service establishments.

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

No additional public services would be required for the expansion and the economic benefit to the community would be additional jobs and sales.

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

The Comprehensive Plan recommends 'Regional Commercial' for the subject property. The proposed use and expansion are commercial; therefore, consistent with the Comprehensive Plan.

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

The proposed addition meets the yard and bulk requirements of the B-2 General Business District.

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

The subject Motor Vehicle Sales and/or Service establishment is located in the North Aurora Auto Mall, consisting only of other Motor Vehicle Sales and/or Service establishments.

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

The subject Motor Vehicle Sales and/or Service establishment is located in the North Aurora Auto Mall, consisting only of other Motor Vehicle Sales and/or Service establishments.

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

The proposed addition would not change the essential character of the existing on-site traffic movements.

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

Motor Vehicle Sales and/or Service uses require one off-street parking space per 1,000 square feet of public sales and display area (indoor and outdoor). The addition will consume 40 existing parking spaces on the south side of the building and two rows of parking currently located directly to the east of the building. According to the petitioner, parking spaces south of the building are used for employee parking, the east parking spaces are used for service department parking. Additionally, the subsequent loss of 40 new vehicle storage spaces at the Hyundai dealership can be absorbed, if needed, by Gerald's other dealerships located in the North Aurora Auto Mall.

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

The proposed special use is being requested to accommodate the expansion of an existing establishment, which is already served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

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

The proposed building addition meets all requirements of the Zoning Ordinance.

### **RECOMMENDATIONS**

The Community Development Department finds that the information presented **meets** the Standards for Specials Uses and Site Plan Review as set forth in the Zoning Ordinance. Based on the above considerations, staff recommends that the Plan Commission make the following motion recommending **approval** of Petition #21-04, subject to the following conditions:

1. A building permit shall be secured from the Village for any applicable building improvements.



Village of North Aurora

Board of Trustees

Gerald Hyundai at 209 Hansen Blvd in the North Aurora Auto Mall is looking to expand our building to accommodate our growing business, as per drawing included our plans are to add additional space to service drive and to service department all within our current property lines, these additions will allow 24 new service stalls, a larger service drive to help service write up capacity and an expanded parts department.

We anticipate this expansion will allow us to hire more employees, aprox15-20.

Thank you for consideration

Jeffrey Gerald

# APPLICATION FOR SPECIAL USE

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

PETITION NO. 21-04

FILE NAME GERALD HYUNDAI EXPANSION S.U.

DATE STAMP

RECEIVED

MAR 24 2021

VILLAGE OF  
NORTH AURORA

## I. APPLICANT AND OWNER DATA

Name of Applicant GERALD HYUNDAI  
Applicant Address 209 HANSEN BLVD  
Applicant Telephone # 630-878-5861  
Email Address JGERALD@GERALDAUTO.COM  
  
Property Owner(s) GERALD REALTY HOLDINGS LLC  
Owner Address 213 HANSEN BLVD  
Owner Telephone # NORTH AURORA, IL 60542

## II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 209 HANSEN BLVD  
(indicate location if no common address)  
  
Legal Description: LOT 6 IN ORCHARD GATEWAY SUB  
1-C IN THE VILLAGE OF NORTH AURORA KANE COUNTY  
ILLINOIS PERMANT INDEX # 15-06-326-010-0000  
  
Parcel Size 3.92 ACRES  
  
Present Use Automobile Dealership  
(business, manufacturing, residential, etc.)  
  
Present Zoning District B-2 PUD Greenway Business District  
(Zoning Ordinance Classification) NORTH AURORA AUTOMOBILE  
PLANNED UNIT  
DEVELOPMENT

### III. PROPOSED SPECIAL USE

Proposed Special Use Same Automobile Dealership  
(Zoning Ordinance Classification)

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

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

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

Describe briefly the type of use and improvement proposed Expansion of Service Department

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

Parking Lot / Dealership

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

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

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

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

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

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

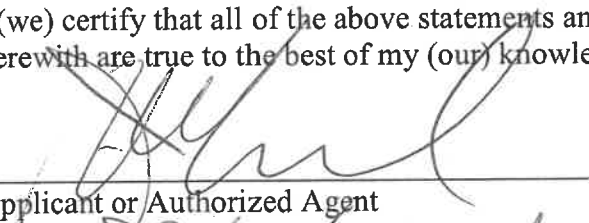
1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing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

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


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

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

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

  
Applicant or Authorized Agent

3/23/21  
Date

  
Owner

3/23/21  
Date

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

TAX PARCEL NO.	PROPERTY OWNER	MAILING ADDRESS
15-06-326-01	WM Financial Corp LLC	200 Hansen Blvd
15-06-326-006	Gerald Realty Holdings LLC	201 Hansen Blvd
15-06-326-002	Gerald Realty Holdings LLC	204 Hansen Blvd
15-06-326-009	Gerald Realty Holdings LLC	205 Hansen Blvd
15-06-326-003	Gerald Realty Holdings LLC	208 Hansen Blvd
15-06-326-013	Gerald Realty Holdings LLC	213 Hansen Blvd

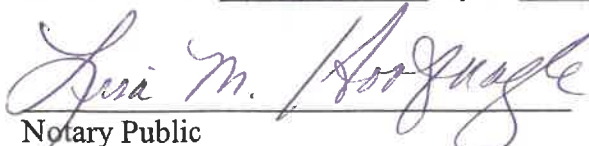
I, Dan Cimmino, being first duly sworn on oath certifies that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

 A.T.  
Applicant Signature

3/23/24  
Date

**SUBSCRIBED AND SWORN TO**

Before me this 23 day of MARCH, 20 21.

  
Notary Public





# Situs Address Buffer

Parcel Number:  Distance:  Feet   
 Include Source Parcel: ☒ Yes ☐ No

This list contains situs addresses for parcels within 250 feet of parcel 1506326010† => Results as .csv

Situs Addresses (physical locations)				
Parcel	Address	City	State	Zip
1506326010	209 HANSEN BLVD	NORTH AURORA	IL	60542-8923
1506326001	200 HANSEN BLVD	NORTH AURORA	IL	60542-8920
1506326002	204 HANSEN BLVD	NORTH AURORA	IL	60542-8920
1506326003	208 HANSEN BLVD	NORTH AURORA	IL	60542-8920
1506326009	205 HANSEN BLVD	NORTH AURORA	IL	60542-8923
1506326013	211 HANSEN BLVD	NORTH AURORA	IL	60542-8923
1506376004				

250 foot buffer of 1506326010 returned 7 parcels

\*Indicates condo parcel

This information is based on curent GIS Parcel Data

NOTE: Condo Parcels may be included that are beyond the buffer due to the nature of how condos are mapped!


†It will not include any records that could not be compressed due to system locks in the GIS system

††Count includes only unique parcel polygons. All Condos are counted grouped by their associated "-000" communal polygon

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

TAX PARCEL NO.	PROPERTY OWNER	MAILING ADDRESS
15-06-326-001	WM Financial Corp LLC	200 Hansen Blvd
15-06-326-006	Gerald Realty Holdings LLC	201 Hansen Blvd
15-06-326-002	Gerald Realty Holdings LLC	204 Hansen Blvd
15-06-326-009	Gerald Realty Holdings LLC	205 Hansen Blvd
15-06-326-003	Gerald Realty Holdings LLC	208 Hansen Blvd
15-06-324-013	Gerald Realty Holdings LLC	213 Hansen Blvd
15-06-376-004		

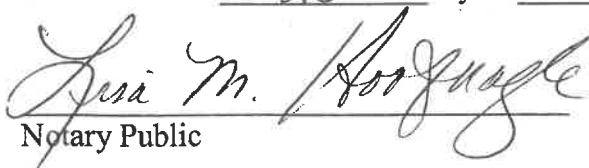
I, Dan Cirrincione, being first duly sworn on oath certifies that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

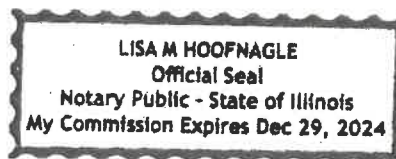
 A.T.  
Applicant Signature

3/23/21  
Date

**SUBSCRIBED AND SWORN TO**

Before me this 23 day of MARCH, 20 21.

  
Notary Public



LOT 5, THE OKTAWARD GATEWAY SUBDIVISION, UNIT 1-C, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF MAHORA, KANE COUNTY, ILLINOIS.



THE MINIMUM POSITIONAL TOLERANCE OF ALL DIMENSIONS INDICATED BY THE DIMENSIONAL SYMBOLS ARE LOCATED AS SHOWN ON THE DRAWING.

BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE NECESSARY TO DEFINE THE BUILDING FOOTPRINT. REFER TO YOUR BEST COPY OF TITLE POLYGRAPH FOR COMPLETE DETAILS AND SPECIFICATIONS.

DRAWN BY: C-100 TIME AND TEST CO.

INFORMATION REGARDING UNDERGROUND UTILITY LOCATIONS AND SIZES AND WATER SERVICE STUDIES SHOWN ON THIS DRAWING HAVE BEEN OBTAINED FROM THE RESPECTIVE UTILITIES OF MUNICIPALITY. THE S-P-N-E-L EXPERTS' RECORD, AS TO THE ACCURACY OF THESE LOCATIONS WHEN S-P-N-E-L VISITS TO VIEW THE SURFACE, IT IS RECOMMENDED THAT MUNICIPALITY AND UTILITY BE CONTACTED FOR VERIFICATION OF LOCATIONS BEFORE CONSTRUCTION.

COMPARE THE DESCRIPTION ON THIS PLAN WITH THE ONE REPORTED IN  
CERTIFICATE OF TITLE. ALSO COMPARE ALL EIGHTS IN THE REPORTING IN  
SAME AND AT ONCE REPORT ANY DIFFERENCE

THIS SURVEY IS NOT VALID WITHOUT THE SUPERVISOR'S INITIALS AND SEAL

THE PROPERTY DESCRIBED IN THE CAPTION TO THE PRECEDING LIBRARY CARD IS THE PROPERTY OF THE CITY OF NORTH ASHBOURN, WHICH IS A SIGNATORY PARTICIPANT TO THE EMERGENCY MANAGEMENT AGENCY'S PROGRAM TO SUBSIDIZE LOSS PREVENTION.

THE PLAT HEREIN DRAWN IS A RE-PLAT AND CORRECTION OF SAID SURVEY AND ACCURATELY DEPICTS SAID PROPERTY. NO FURTHER CERTIFICATION BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 17083-0070 A WITH EFFECTIVE DATE MARCH 1, 1982. NO PORTION OF SAID PROPERTY IS WITHIN THE SUBJECT PROPERTY LIE WITH A SPECIAL FLOOD HAZARD AREA.

[illegible]

THEY CANNOT THAT THE JURY NO EVIDENCE TO THE DIRECT SUPERVISION OF TED G. STALEY, P.L.S. 2348, AND WAS MADE IN ACCORDANCE WITH

242  
P. 242  
A. 242

REPORT OF SURVEY  
OF 6  
MOUNTAIN CATTLE SUBDIVISION

**GENESIS SURVEY, P.C.**  
PROFESSIONAL LAND SURVEYORS  
1607 Tait Ave., Lower Level Suite C, Winnetka, IL 60093  
Phone: (820) 462-9750 Fax: (830) 462-9750



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

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

---

**ORDINANCE APPROVING A SPECIAL USE FOR THE EXPANSION OF A MOTOR  
VEHICLE SALES AND/OR SERVICE ESTABLISHMENT AND SITE PLAN IN THE B-2  
GENERAL COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 209 HANSEN  
BOULEVARD, NORTH AURORA, ILLINOIS**

---

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

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

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

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

**ORDINANCE APPROVING A SPECIAL USE FOR THE EXPANSION OF A MOTOR VEHICLE SALES AND/OR SERVICE ESTABLISHMENT AND SITE PLAN APPROVAL IN THE B-2 GENERAL COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 209 HANSEN BOULEVARD, NORTH AURORA, ILLINOIS**

**(Petition #21-04; 209 Hansen Boulevard)**

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

**WHEREAS**, an application has been filed requesting approval of a special use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow for the expansion of a motor vehicle sales and/or service establishment and site plan approval pursuant to Title 17, Chapter 4 of the North Aurora Zoning Ordinance for the property located at 209 Hansen Boulevard, North Aurora, Illinois; and

**WHEREAS**, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on May 4, 2021 pursuant to appropriate and legal notice; and,

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

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

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

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

**SECTION 2:** The Preliminary Plans are attached hereto, marked as Exhibits as hereinafter shown, and are incorporated herein. Such Exhibits have been reviewed by the Plan Commission and are hereby approved by the Village Board.

(1) The Preliminary Site Plan prepared by Bright Architecture, dated March 22, 2021 is attached hereto and incorporated herein as Exhibit A ("Preliminary Site Plan").

(2) The building elevations prepared by AGI, dated November 13, 2020 are attached hereto and incorporated herein Exhibit B ("Building Elevations").

**SECTION 3:** That this Ordinance is limited and restricted to the property located at 209 Hansen Boulevard, North Aurora, Illinois and legally described as follows:

LOT 6 IN THE ORCHARD GATEWAY SUBDIVISION, UNIT 1-C, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH , RANGE 8, EAST OF THE THIRDR PRINCIPAL MERIDIAN IN THE TOWNSHIP OF AURORA, KANE COUNTY. ILLINOIS.

**Parcel Number: 15-06-326-010**

**SECTION 4:** The special use granted by this Ordinance is subject to compliance with the following conditions:

1. A building permit shall be secured from the Village for any applicable building improvements; and
2. Redevelopment of the site consistent with the Preliminary Plans.

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

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

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

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

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

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

Todd Niedzwiedz \_\_\_\_\_

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

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

Carolyn Bird Salazar \_\_\_\_\_

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:

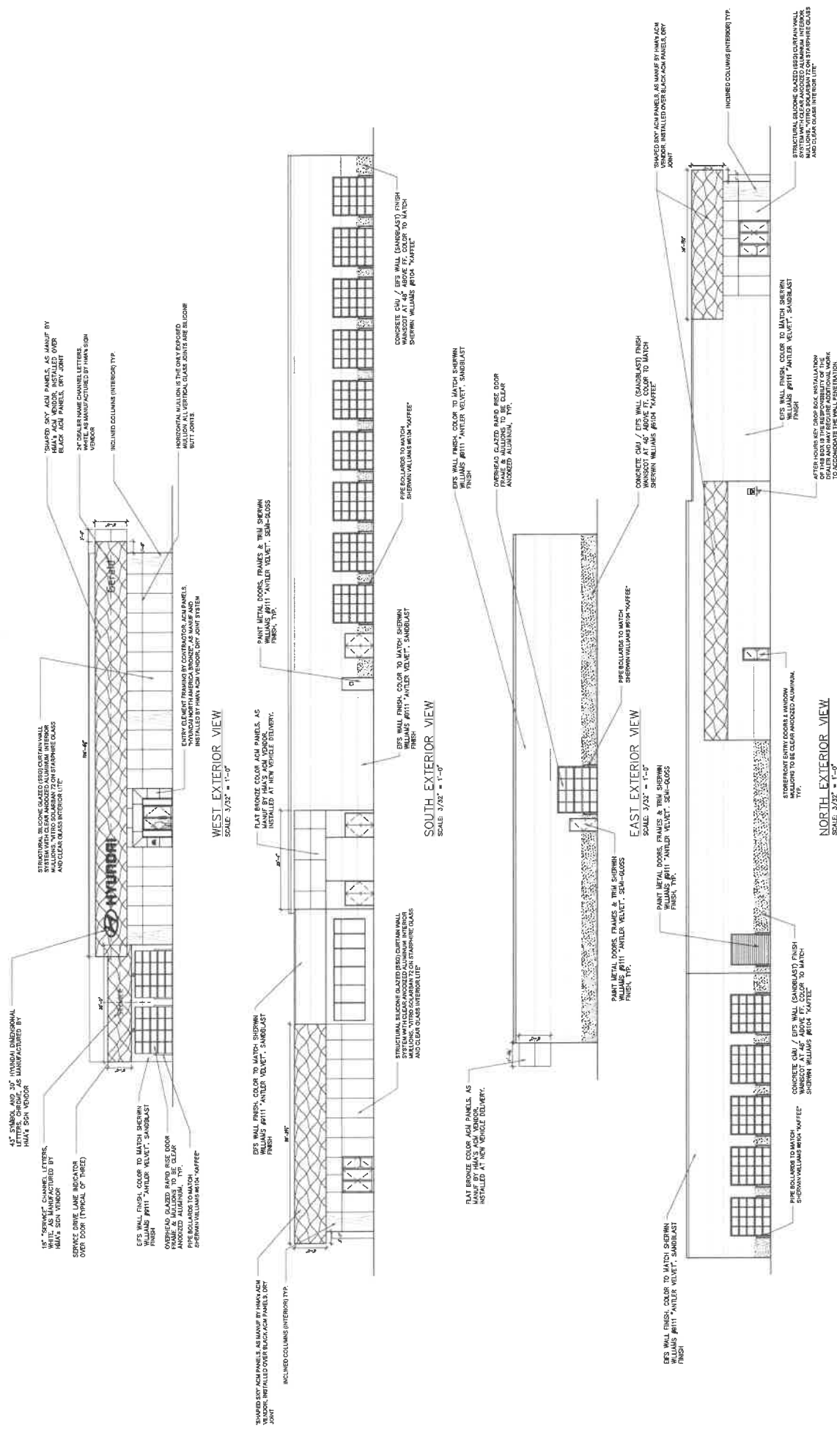
\_\_\_\_\_  
Jessi Watkins, Village Clerk

**Exhibit A**  
Preliminary Site Plan





**Exhibit B**  
Building Elevations





# HYUNDAI

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
OR PERMITTING PURPOSES

Issue Date: 11/19/2020  
Drawn By: B Szymbanski

Revisions:

NO.	DESCRIPTION	DATE
1.	This drawing is intended to be used for informational purposes only. It is not to be used for construction or permitting purposes without the approval of the architect.	
2.	This drawing is intended to be used for informational purposes only. It is not to be used for construction or permitting purposes without the approval of the architect.	
3.	This drawing is intended to be used for informational purposes only. It is not to be used for construction or permitting purposes without the approval of the architect.	

**Proposed Exterior Views**  
**Gerald Hyundai**  
209 Hansen Blvd  
North Aurora, IL 60542  
Drawing Code: 1.000

# A-6

of 6 sheets

# Village of North Aurora Memorandum



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**To:** President and Board of Trustees

**From:** Bill Hannah, Finance Director

**CC:** Steve Bosco, Village Administrator

**Date:** May 10, 2021

**RE:** Transfer of Library Asset for Financial Reporting Purposes

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A referendum was successfully passed in 2001 which authorized the Village to issue \$5,950,000 in general obligation bonds to fund the construction of the new Messenger Public Library. The Village issued the bonds because the Library lacks the authority to do so due to its unique statutory relationship with the Village. The bonds were issued in the Village's name and the debt liability was recorded on the Village's financial statements. As the Board is aware, the Village has been responsible for making semi-annual debt service payments on the bonds for the last twenty years and on January 1, 2021, the final debt payment on the bonds was made.

Because the debt liability was recorded on the Village's financial statements, the Library asset, once constructed, was also recorded on the Village's financial statements to offset the debt liability. Now that the bonds have been paid off, the Village will remove the Library asset from its financial statements, and transfer the asset to the Library for their own financial reporting purposes going forward.

The attached Resolution memorializes this transaction which will occur as of May 31, 2021. Staff has discussed and coordinated this transaction with the Village's auditors who agree this is the best practice to document the adjustment.

**Resolution No. \_\_\_\_\_**  
**Resolution Transferring the Library Capital Asset to the Messenger Public Library**

**WHEREAS**, the Village of North Aurora, after successful passage of a referendum, issued \$5,950,000 in general obligation bonds (“the Bonds”) on October 1, 2001 on behalf of the Messenger Public Library in order to fund the construction of a new library facility at 113 Oak Street, North Aurora Illinois (“the Library”) due to the fact that the Messenger Public Library lacks the statutory authority to issue the Bonds; and

**WHEREAS**, the Village of North Aurora, as issuer of the general obligation bonds and the Bonds being in the Village’s name, was responsible for the annual collection of property taxes and timely payment of principal and interest on the outstanding debt obligations over a twenty (20) year period; and

**WHEREAS**, the Bonds and the outstanding principal owed were recorded as a long-term debt obligation on the Village’s annual financial statements, and the related capital asset of the Library was therefore also recorded on the Village’s annual financial statements; and

**WHEREAS**, the Village of North Aurora made the final debt payment on the outstanding Bonds on January 1, 2021, the Bonds are now fully repaid in the current fiscal year and it is no longer necessary for the Village to report the Library capital asset for financial reporting purposes; and

**WHEREAS**, the Village of North Aurora desires to remove the Library capital asset from its financial records for financial reporting purposes and transfer the capital asset to the Messenger Public Library as of May 31, 2021.

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Library capital asset for financial reporting purposes is hereby transferred to the Messenger Public Library as of May 31, 2021.
3. This Resolution shall take immediate full force and effect from and after its passage and approval.

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

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

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

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

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

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

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird Salazar \_\_\_\_\_

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

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

ATTEST:

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

**RESOLUTION 02-2021**  
**APPROPRIATIONS AND BUDGET RESOLUTION**  
**MESSENGER PUBLIC LIBRARY OF NORTH AURORA**

Resolution of the Board of Library Trustees of the Village of North Aurora, (Messenger Public Library) adopting a budget and making appropriations for the fiscal year beginning June 1, 2021 and ending May 31, 2022.

BE IT RESOLVED by the Board of Library Trustees as follows:

Section 1. The following sums of money, or as much thereof as may be authorized by law, are hereby budgeted and appropriated for public library purposes of the Messenger Public Library for said fiscal year.

Salaries and Benefits	\$ 1,300,000
Building Expenses*	\$ 225,000
Library Materials	\$ 171,000
Technology	\$ 170,000
Maintenance	\$ 110,000
General Operating	\$ 80,000
Programming/Marketing	\$ 61,000
Utilities	\$ 30,000
Insurance (W.C./D.O/Building)	\$ 28,000
Furniture	\$ 20,000
<b>Total</b>	<b>\$ 2,195,000</b>

Section 2. The foregoing expenditures (except for the “*Building Expenses*” for *Facility and Grounds Capital Improvement Projects* \*) are budgeted and appropriated from general property tax revenues for corporate purposes and from a .02 special tax for Building and Maintenance (75 ILCS 5/3-1). The Building Expenses\* for facility and grounds capital improvement projects funding source expenditure is budgeted from the Special Reserve Fund (\$ 225,000).

Section 3. All unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to and accumulated in a Special Reserve Fund (75 ILCS 5/5-8).

Section 4. This Resolution is intended to assist the Village of North Aurora with the Village’s annual budget and appropriations process.

Section 5. The Board of Library Trustees expects to file with the Village later this year a Resolution seeking the levy of taxes for public library purposes (Library Levy Resolution). The Library Levy Resolution will be filed with the Village on or before the date specified by the Village thereby allowing the Village to incorporate the Library Levy in the Village’s Levy.

Section 6. The Secretary of the Board of Library Trustees shall file a certified copy of this Resolution with the Village.

PASSED by the Board of Library Trustees of the Messenger Public Library this 13<sup>h</sup> day of May 2021, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mark Saperston, President  
Board of Library Trustees  
Messenger Public Library

ATTEST:

\_\_\_\_\_  
Corinn Sparks, Secretary  
Board of Library Trustees  
Messenger Public Library

## **EMPLOYMENT AGREEMENT**

This Agreement is entered into effective as of the 1<sup>st</sup> day of June, 2021, by and between the Village of North Aurora, State of Illinois, a municipal corporation, (hereinafter either “Employer” “Village” or “Village Board”), and Steven Bosco, (hereinafter “Employee”), both of who understand as follows:

**WHEREAS**, it is the desire of the parties, by this Agreement, to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **SECTION 1: DUTIES**

Employer hereby employs Employee as Village Administrator of the Village of North Aurora to perform functions and duties specified in the North Aurora Municipal Code Article II Chapter 2.12, and to perform other legally permissible and proper duties and functions as the Village Board shall from time to time assigns.

### **SECTION 2: TERM**

Employee agrees to remain in the exclusive employ of Employer from June 1, 2021, through May 31, 2025 (“Term of Employment”), and neither to accept other employment nor to become employed by any other employer until said termination date, unless this Agreement is terminated as hereinafter provided or as specifically authorized by the Village Board.

### **SECTION 3: SUSPENSION**

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement by a vote of the majority of the Village Corporate Authorities.

### **SECTION 4: TERMINATION AND SEVERANCE PAY**

- A. The Village may terminate the employment of Employee by directing written notice of termination to the Employee by regular and certified or registered mail. In the event Employee is terminated by the Board before expiration of the Term of Employment, and if Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to twenty (20 weeks’ aggregate salary (“Severance Sum”) and six (6) months’ of paid health insurance. Employee shall also be compensated for all accrued benefits to which he is entitled.



- B. In the event the Employee resigns or is terminated for cause, as defined in the current Village HR Manual in effect at the time, including for conviction of a felony, illegal act or self-dealing at the expense of the Village, then Employer shall have no obligation to pay the Severance Sum or provide any insurance other than what is required for COBRA.
- C. In the event Employer at any time during the term of this Agreement reduces the salary of Employee, except in conjunction with an across-the-board reduction for all employees of Employer, then, in that event, Employee may, at his option, deem himself to be “terminated” by giving a sixty (60) day notice in writing within thirty (30) days of the decision to reduce his salary. The Employer may waive the notice period at its discretion.

#### **SECTION 5: RESIGNATION**

In the event Employee voluntarily resigns his position with Employer before expiration of the Term of Employment, then Employee shall give Employer sixty (60) days written notice directed to the Village President in advance if employee has taken a position as a Village Administrator in another community, otherwise Employee shall give Employer thirty (30) days written notice directed to the Village President. The Employer may waive the notice period at its discretion.

#### **SECTION 6: DISABILITY**

Disability shall be handled consistent with the Village HR Manual provisions in place for department heads.

#### **SECTION 7: SALARY**

Effective June 1, 2021, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$185,000.00 plus a cost of living each year, and Employer agrees to pay Employee additional compensation thereafter in the form of a bonus paid into his 457 Deferred Compensation Plan annually based on performance as determined by the Corporate Authorities. The bonus amount shall be determined according to the collective evaluation of the Corporate Authorities up to \$3000.

Annual salary shall be payable in installments at the same time as the other management employees of the Employer are paid. Any service for a portion of a year shall be paid pro rata.

#### **SECTION 8: PERFORMANCE EVALUATION**

- A. The Village Board shall review and evaluate the performance of the employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed by the village Board. Said criteria may be added to or deleted from as the Village Board may from time to time determine in consultation with the Employee.
- B. Annually, the Village Board and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Village and in the attainment of the Village Board’s policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to

writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

#### **SECTION 9: HOURS OF WORK**

Employee agrees to devote his full-time efforts to this position and its responsibilities. Employee shall devote whatever time is necessary to fulfill his responsibilities as set forth in the Village Municipal Code Article II Chapter 2.12. The parties intend to create a salaried position, and the Employee's compensation is for the total services rendered and not for any specific number of hours. The Village President may award "comp time off", as provided in the Village HR Manual in effect at the time.

#### **SECTION 10: OUTSIDE ACTIVITIES**

Employee shall devote his primary efforts to the performance of his work for the Village. Employee shall not engage in any outside employment that will diminish his best efforts for and duties to the Village; nor shall Employee engage in outside employment that will create a conflict between the private interests of the Employee or outside employer and the Employee's official responsibility for the Village. Employee shall otherwise only engage in outside activities in compliance with the provisions of the Village HR Manual in effect at the time. Notice of such activities shall be given to the Village President.

#### **SECTION 11: RESIDENCY**

Employer shall agree not to require the Employee to have residence in the Village of North Aurora, Illinois.

#### **SECTION 12: VACATION AND SICK LEAVE**

- A. Employee shall accrue, and have credited to his personal account, four (4) weeks' vacation leave annually. Employee shall be entitled to payment for all accrued, but unused, vacation leave upon his leaving employment with the Employer. Consistent with the HR Manual for all employees in the Village, temporary accumulation of vacation leave greater than the Maximum Accrual as defined in the HR Manual may be approved by the Village President at his discretion based on the operational needs of the Village, provided that additional accrual may not exceed one (1) additional week of vacation leave greater than the Maximum Accrual and the temporary accumulation of vacation leave greater than the Maximum Accrual must be used within a twelve (12) month period after approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.
- B. During the term of this Agreement, Employee shall accrue, and have credited to his personal account, sick leave at the same rate as other department heads of Employer as provided in the Village HR Manual in effect at the time. Employee shall be entitled to payment for all accrued, but unused, sick leave upon termination.

#### **SECTION 13: HEALTH AND LIFE INSURANCE**

The Village agrees to provide health insurance benefits for the Employee and his dependents in the same manner as is provided from time to time to other Village department heads as provided in the Village HR Manual in effect at the time.

#### **SECTION 14: RETIREMENT**

Employer agrees to make all Employer required payments, on behalf of Employee, related to the Illinois Municipal Retirement Fund (IMRF).

#### **SECTION 15: DUES AND SUBSCRIPTIONS**

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), Illinois Municipal League (IML) and any other professional organizations, necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer as approved by the Village Board.

#### **SECTION 16: PROFESSIONAL DEVELOPMENT**

- A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for a reasonable number of professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, ILCMA Conferences, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member up to a maximum of nine (9) days or seventy two (72) hours a year . Attendance, beyond the meetings specified above, shall be subject to prior Village Board approval.
- B. The Village recognizes that certain job-related expenses are incurred by the Employee and agrees to pay or reimburse such reasonable and necessary expenses as approved by the Village Board.

#### **SECTION 17: INDEMNIFICATION**

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Administrator, except that the Village shall not be liable to defend, save harmless, and indemnify the Employee against any willful or wanton misconduct. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

#### **SECTION 18: BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### **SECTION 10: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A. The Village Board, in consultation with the Administrator, may establish such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village, Illinois charter or any other law.
- B. All provisions of the Village, Illinois charter and code, and regulations and rules of the Employer relating to vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee, except as herein provided.
- C. Employee shall be entitled to receive the same personal and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment, except as provided herein.

#### **SECTION 20: NOTICES**

Notices pursuant to this Agreement unless specified otherwise herein, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Village President  
25 E. State St.  
North Aurora, IL 60542

(2) EMPLOYEE: Steven Bosco

\_\_\_\_\_  
\_\_\_\_\_

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### **SECTION 21: GENERAL PROVISIONS**

- A. The text herein constitutes the entire Agreement between the parties, and this text shall not be altered by any prior oral or written understanding.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing June 1, 2021, and hereby supersedes and replaces all prior employment Agreements and understandings between the parties.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Except as specifically modified herein, all provisions of the Village of North Aurora HR Manual and all other employee regulations shall apply to the Employment of Employee herein.
- F. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each party hereto.

**IN WITNESS WHEREOF**, the Village of North Aurora, Illinois has caused this Agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

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Mark Gaffino, President  
Village of North Aurora, IL

ATTEST:

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Jessica Watkins, Village Clerk

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Steve Bosco, individually