



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, JUNE 21, 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/88298054834>

Meeting ID: 882 9805 4834

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 if you have not been vaccinated.

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

ROLL CALL

PUBLIC HEARING

United TIF District

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 06/07/2021 and Committee of the Whole Minutes dated 06/07/2021
2. Operations Committee Minutes dated 03/01/2021 and Services Committee Minutes dated 12/21/2020
3. Bills List Dated FY 2021 06/21/2021 in the Amount of **\$268,619.76**
4. Bills List Dated FY 2022 06/21/2021 in the Amount of **\$119,013.20**

5. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of Cash Surety for Public Improvements for the Randall Crossing Mixed Use Building Located at 1101 Ritter Street

NEW BUSINESS

1. A Resolution Approving a Collective Bargaining Agreement Between the Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division from June 1, 2021 through May 31, 2024
2. Approval of Resolution Dissolving the North Aurora Village Board Operations and Services Committees
3. Approval of an Ordinance Amending the North Aurora Code Section 2.06.050 Regarding the Beautification Committee
4. Approval of an Ordinance Amending Sections 5.08.060, 5.08.070, 5.08.340, 5.08.345, 5.08.390 of the North Aurora Municipal Code Regarding Liquor
5. Approval of an Ordinance Amending Title 5, Chapter 5.08 of The North Aurora Municipal Code Regarding Alcohol Beverage Sales in the Village Of North Aurora
6. Approval of an Ordinance Granting a Variation Pursuant to Title 17, Chapter 7 of the North Aurora Zoning Ordinance to Allow a Building Addition Within the Rear Yard in the R-1 Single Family Residence District, Village of North Aurora, Illinois
7. Approval of Resolution Authorizing the Remittance of Land-Cash Fees to the Fox Valley Park District
8. Approval of Authorization to Purchase Four Police Squad Vehicles from Morrow Bros. Ford in the Amount of **\$149,575.00**
9. Approval of Resolution Approving Route 31 TIF Façade Grant Funding in the Amount Of **\$4,549.09** to the Property Located At 227 S. Lincolnway, North Aurora, Illinois

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

United TIF District

North Aurora, Illinois

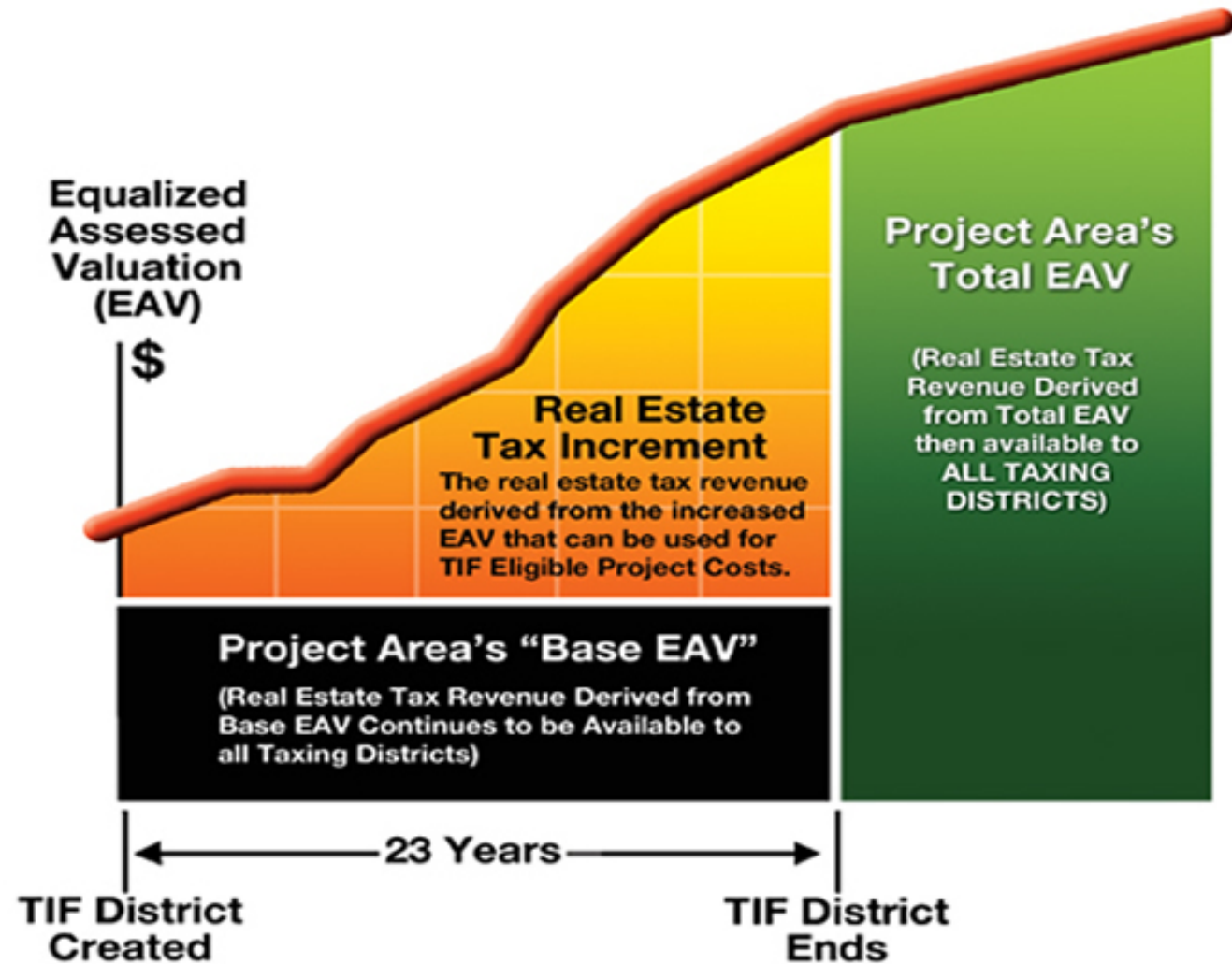
PUBLIC HEARING

Friday, June 21, 2021

What is Tax Increment Financing?

- State of Illinois – ‘Tax Increment Allocation Redevelopment Act’
- Tax Increment Financing (“TIF”) creates a special district intended to target development and redevelopment
- Future property tax revenues over the established baseline value (“TIF Increment”) are diverted to finance eligible programs and expenses within TIF district
- 23-year lifespan
- Encourages economic growth in blighted, decaying, and underperforming areas in need of development or redevelopment
- Intended to increase property values
- TIF is not a new tax

What is Tax Increment Financing?

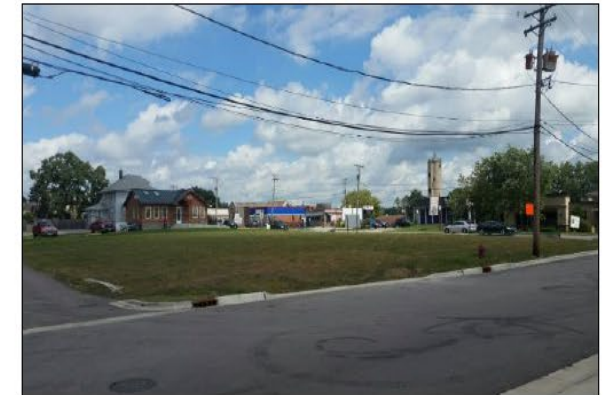


What can TIF funds be used for?

- Redevelopment of substandard, obsolete, blighted or vacant buildings
- Financing public infrastructure improvements, including streets, sewer, water
- Cleaning up polluted areas
- Providing infrastructure needed to develop a site for new industrial or commercial use
- Improving the viability of downtown business districts, rehabilitating historic properties

Completed TIF Projects

24 South Lincolnway



Completed TIF Projects

Smoke Tree Lane

Before



After



TIF Grant Program

- 50% of the cost of improving storefronts, building facades, or grounds up to \$20,000
 - Over \$300,000 awarded to-date
- Demolition of structures considered to be of visual blight and demolition of residential buildings considered non-conforming to the was added as an eligible expense in 2018

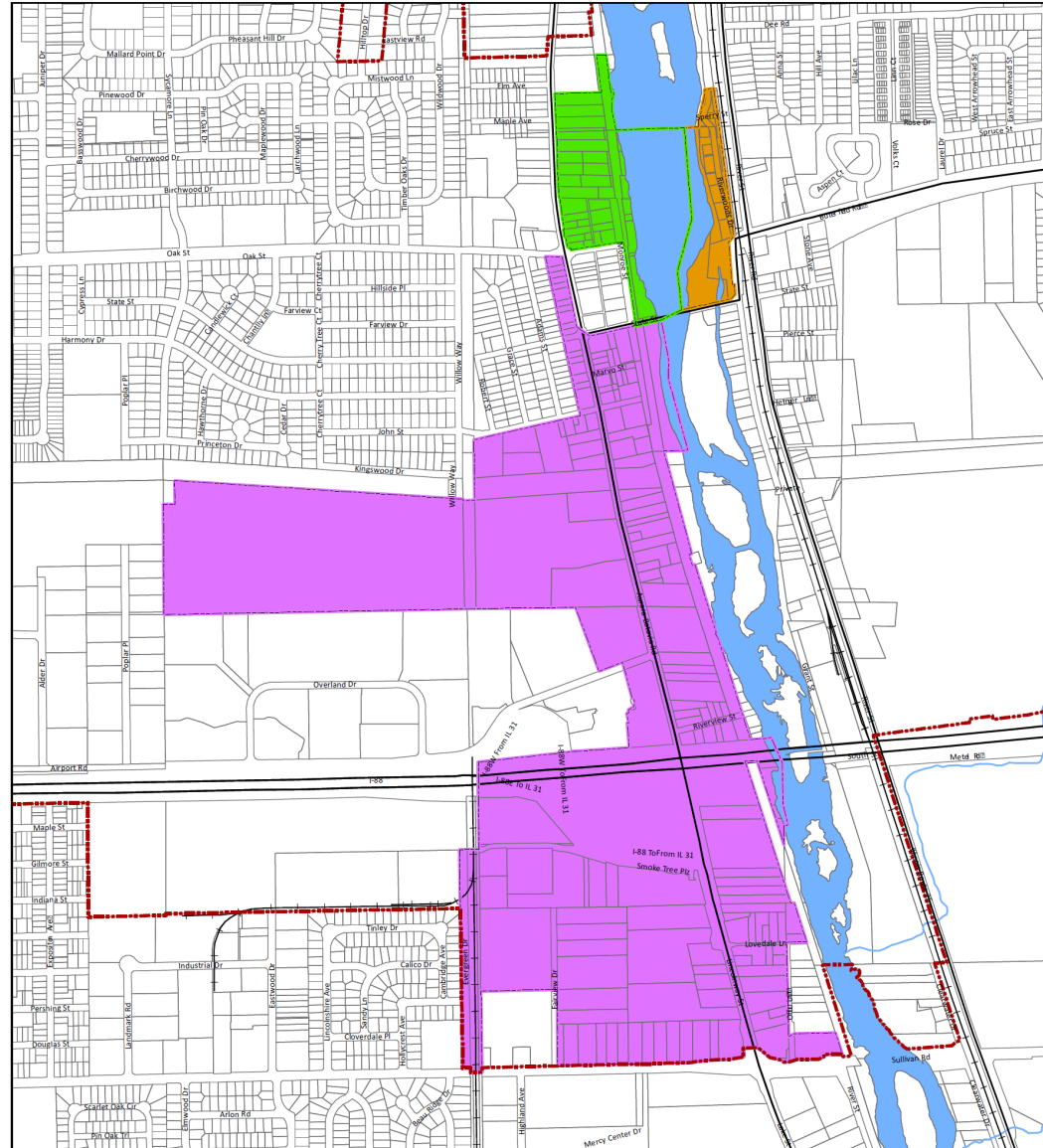


Existing TIF Districts



TAX INCREMENT FINANCING DISTRICTS

March 15, 2016



Legend

- Route 31 TIF
- Sperry TIF
- North Lincolnway TIF

1. Route 31 TIF District
2. Sperry TIF District
3. North Lincolnway TIF District



Current TIF Performance

The map displays the City of Lincoln, Nebraska, with the proposed 1500-acre site for the Lincoln Convention Center highlighted in red and green. The site is located in the central-eastern part of the city, adjacent to the Missouri River. Key streets shown include:

- North:** 1500th St, 1600th St, 1700th St, 1800th St, 1900th St, 2000th St, 2100th St, 2200th St, 2300th St, 2400th St, 2500th St, 2600th St, 2700th St, 2800th St, 2900th St, 3000th St, 3100th St, 3200th St, 3300th St, 3400th St, 3500th St, 3600th St, 3700th St, 3800th St, 3900th St, 4000th St, 4100th St, 4200th St, 4300th St, 4400th St, 4500th St, 4600th St, 4700th St, 4800th St, 4900th St, 5000th St, 5100th St, 5200th St, 5300th St, 5400th St, 5500th St, 5600th St, 5700th St, 5800th St, 5900th St, 6000th St, 6100th St, 6200th St, 6300th St, 6400th St, 6500th St, 6600th St, 6700th St, 6800th St, 6900th St, 7000th St, 7100th St, 7200th St, 7300th St, 7400th St, 7500th St, 7600th St, 7700th St, 7800th St, 7900th St, 8000th St, 8100th St, 8200th St, 8300th St, 8400th St, 8500th St, 8600th St, 8700th St, 8800th St, 8900th St, 9000th St, 9100th St, 9200th St, 9300th St, 9400th St, 9500th St, 9600th St, 9700th St, 9800th St, 9900th St, 10000th St, 10100th St, 10200th St, 10300th St, 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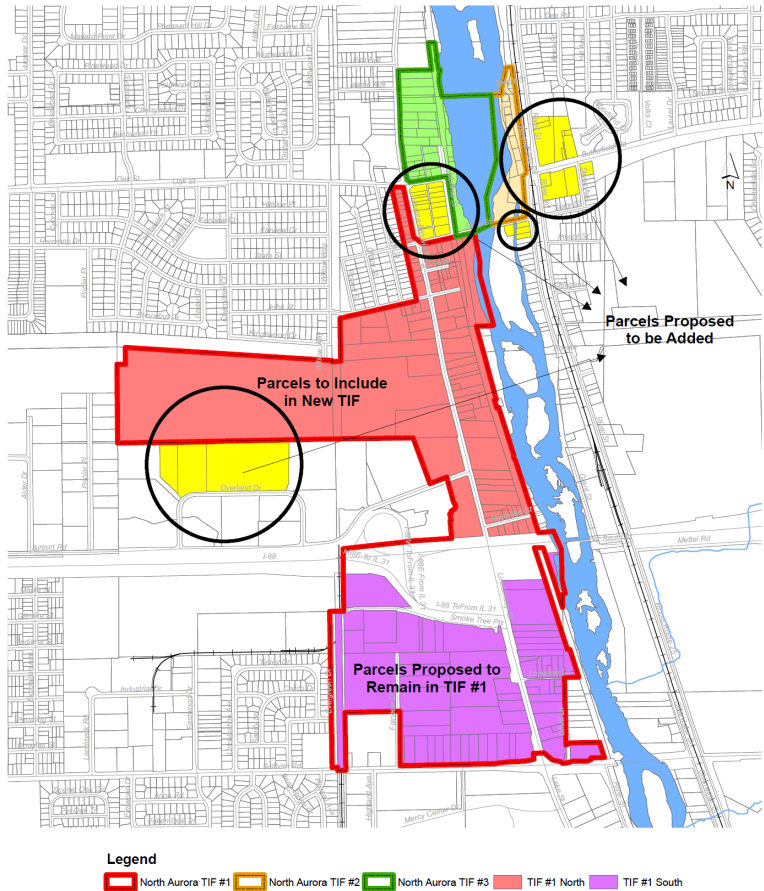
1. TIF districts are currently generating positive TIF increment
2. Many parcels are below the base value and/or decreasing in value. Parcels below base value generate \$0 increment
3. The amount of increment generated is less than originally anticipated

 North Aurora TIF 1  Exempt Parcel
 North Aurora TIF 2  Above TIF Base Value
 North Aurora TIF 3  Below TIF base Value



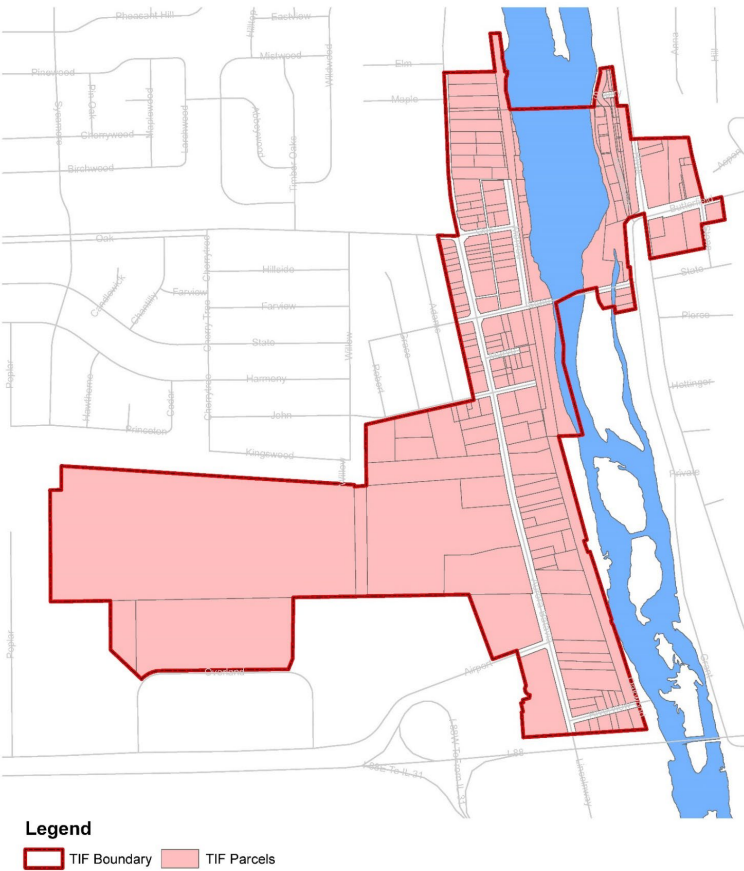
Proposed New Project Area Boundary

NORTH AURORA TAX INCREMENT FINANCING DISTRICTS



TIF Reconfiguration Plan

PROPOSED NORTH AURORA UNITED TIF BOUNDARY



New United TIF Boundary

Does the plan
meet
minimum
requirements?

Minimum Redevelopment Plan Requirements:

- Description of the Project Area boundary.
- Redevelopment goals and objectives.
- Reason for establishing the TIF, and how the land will be used.
- Proposed budget and timeline.
- Conformance with Comprehensive Plan.
- Process to amend the plan.
- Impact on taxing districts.
- Statement on the “but for” test.
- ***All of the required elements are present in the Plan.***

Does the Project Area meet the eligibility requirements?

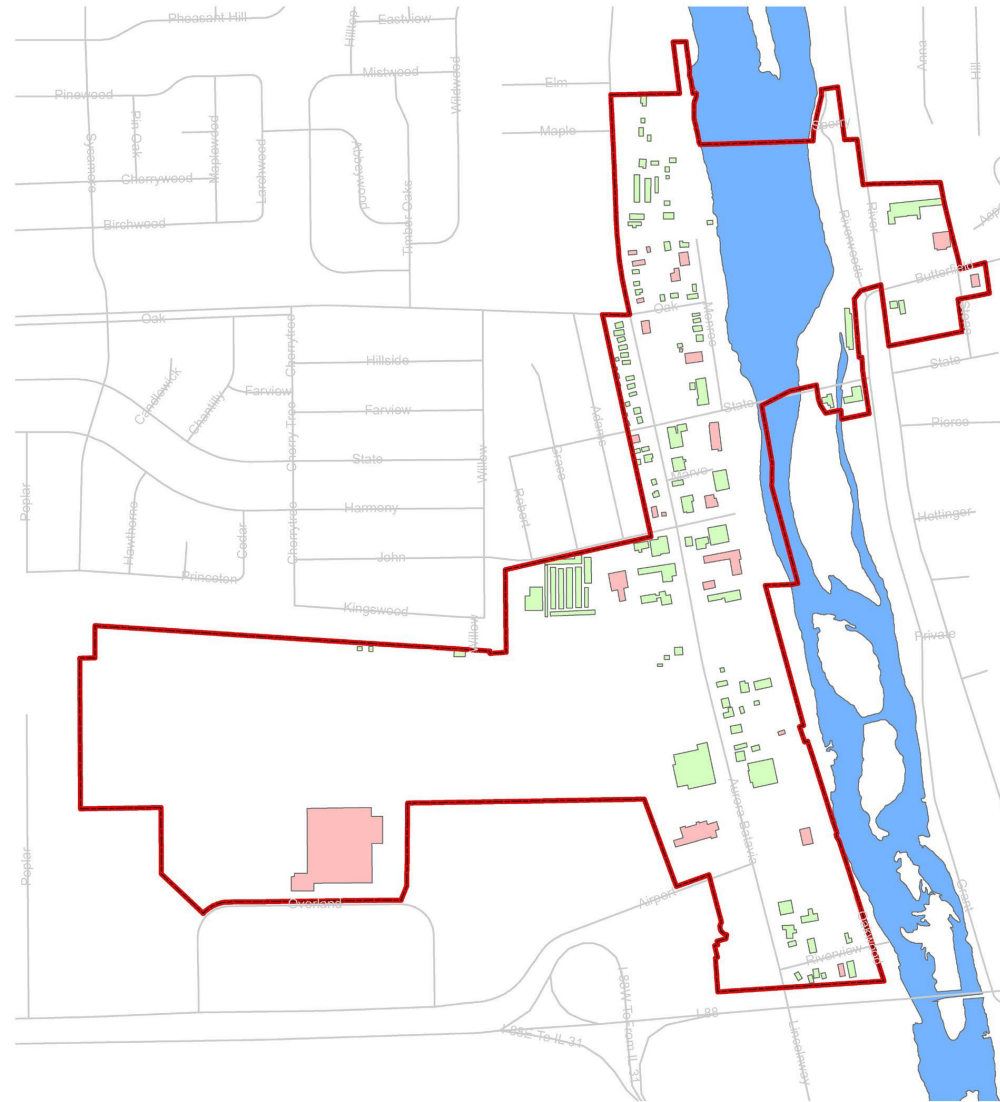
Project Area must meet at least five (5) eligibility criteria to be classified as a “**blighted**” area, or three (3) eligibility criteria to be classified as a “**conservation**” area if a majority of buildings are in excess of 35 years in age, as defined in the Act:

1. Age
2. Deterioration
3. Inadequate Utilities
4. Deleterious Land Use/Layout
5. Lack of Planning

Eligibility factors should be present to a **meaningful extent** and **reasonably distributed** within the Project Area.

Building Age

BUILDING AGE OVER 35 YEARS



Legend

TIF Boundary Yes No

Total Buildings: 142

Over 35 Years: 117

Under 35 Years: 25

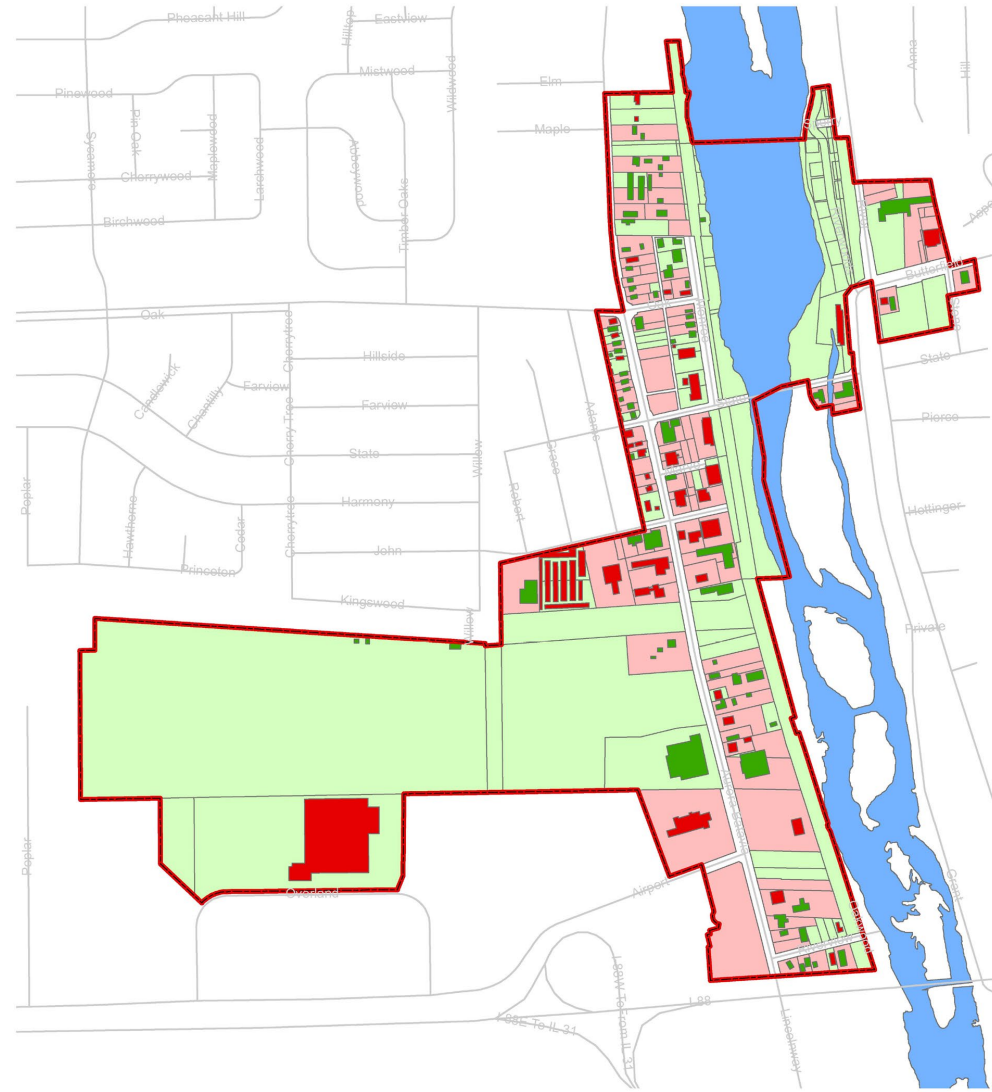
Deterioration

As defined in the Act:

*"With respect to buildings, defects including, but not limited to, major defects in the **secondary building components** such as doors, windows, porches, gutters and downspouts, and fascia. With respect to **surface improvements**, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces."*

Deterioration

BUILDING AND SITE DETERIORATION



Legend

TIF Boundary Building Deterioration No Building Deterioration Site Deterioration No Site Deterioration

Building
Deterioration:

85 out of 142 = 60%

Site Deterioration:

106 out of 213 = 50%

Inadequate Utilities

As defined in the Act:

"Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area."

Inadequate Utilities

- Burying of overhead power lines located on east side of IL Route 31, between Interstate 88 and State Street.
- Watermain in need of replacement between Interstate 88 and State Street. (This item is listed as the Phase II watermain replacement in the Village's Long Term Capital Improvement Program.
- Sidewalk improvements. Many gaps in sidewalk connectivity exist along IL Route 31. These gaps are identified in the Village-wide sidewalk gap analysis.
- Improvements to IL Route 31, including lack of lane width and insufficient right-of-way width.
- Intersection improvements, including correcting intersection geometric issues at IL Route 31 and Airport Road, and IL Route 31 and State Street.

Deleterious Land Use or Layout

As defined in the Act:

"The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area."

Deleterious Land Use or Layout



Lack of Planning

As defined in the Act:

*"The proposed redevelopment project area was developed prior to or **without the benefit or guidance of a community plan**. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, **or other evidence** demonstrating an absence of effective community planning."*

Lack of Planning

- The Village's first comprehensive plan was adopted in 1969. The Project Area primarily developed prior to 1969.
- Lack of Planning has resulted in parcels without adequate street access, parcels of inadequate depth for modern development, incompatible land use relationships, and inadequate parking and circulation.

Summary

- The proposed **Redevelopment Plan** contains all of the required plan elements as outlined in the Act.
- The proposed Project Area qualifies as a '**conservation area**' based on the definitions and requirements established in the Act.
- The **Joint Review Board** met on May 21, 2021 to review the TIF plan. the JRB voted unanimously in support of the proposed new TIF.
- An informational **Public Meeting** for the residents in the TIF was held on June 3, 2021.
- The purpose of this public hearing is to receive additional comments from the public. No action is required at this time.
- The Village Board can act on the proposed new TIF no sooner than 14 days, and no later than 90 days, from the date of this public hearing.

**JOINT REVIEW BOARD MEETING MINUTES
UNITED TIF REDEVELOPMENT PROJECT AREA
Friday, May 21, 2021**

CALL TO ORDER

Pete Iosue from Teska Associates called the meeting to order at 10:04 a.m.

ROLL CALL

In attendance: Bill Hannah (Village of North Aurora), Mike Toth (Village of North Aurora), Steve Bosco (Village of North Aurora), Kevin Drendel (Village Attorney), Pete Iosue (Teska Associates), Darla Cardine (Waubensee Community College District #516), Cindy Peterson (Resident), Kevin Davis (Messenger Library), Mark Saperson (Messenger Library), Ryan Abramson (West Aurora School District #129), Jeff Palmquist (Fox Valley Park District) **Not in attendance:** Kane County, Aurora Township, Batavia Township, North Aurora Fire Protection District

MOTION TO ELECT A PUBLIC MEMBER

Jeff Palmquist nominated citizen and Village of North Aurora resident Cindy Peterson, who identified herself as a resident of 32 years, to serve as the Public Member of the United TIF Redevelopment Project. Darla Cardine seconded. Iosue noted they wished to have a resident living in the proposed TIF district area serve as this public member and that Peterson lives on Route 31.

Motion for approval made by Jeff Palmquist and seconded by Darla Cardine. **Roll Call Vote:** Village of North Aurora – yes, Messenger Library – yes, West Aurora School District #129 – yes, Fox Valley Park District – yes, Waubensee Community College District #516. **Motion approved (5-0)**

MOTION TO ELECT A CHAIRPERSON

Community and Economic Development Director Mike Toth volunteered to be the chairperson.

Motion for approval made by Steve Bosco and seconded by Kevin Davis. **Roll Call Vote:** Village of North Aurora – yes, Messenger Library – yes, West Aurora School District #129 – yes, Fox Valley Park District – yes, Waubensee Community College District #516. **Motion approved (5-0)**

REVIEW OF THE PUBLIC RECORD AND PLANNING DOCUMENTS, REVIEW OF PROPOSED ORDINANCES, DISCUSSION, DELIBERATION AND RECOMMENDATION

Iosue noted for the record he sent the letter of plan to certify to all taxing districts, not just those on the Joint Review Board. Iosue provided an overview of the three current TIF districts – Route 31, Sperry and North Lincolnway – and how they have been performing and projects that were funded with their TIF funds, including façade improvement programs, demolition of dilapidated residential homes and road reconfiguration. Resident Peterson asked about how residents with homes in the TIF district could apply for the façade program and Director Toth clarified that the façade grant program is only for commercial properties at this time.

Iosue said many of the parcels in the current TIF districts are below the base value and/or decreasing in value and that parcels below base generate \$0 and the amount generated is less than was originally anticipated. He explained that a lot of that can be attributed that when the Route 31 TIF was first established there was a huge market crash in 2008 that dropped everything far below base and it took about ten years

to get those properties even back to base level, which inhibited a lot of developments that could have occurred through the TIF. To address this situation and spur development in the area a United TIF district is being proposed, which would combine the three existing TIF districts save for cutting off the parcel of the Route 31 TIF district south of I-88 that would be allowed to expire naturally in five years while the United TIF district would reset the other parcels for a 23-year timeframe.

Iosue said with the new proposed TIF district the baseline would be substantially higher and set at the correct values that would see a substantial increase in earnings and would benefit all of the taxing districts. The United TIF would also add several additional parcels including the block where Fire Station 1 and the old activity center were located as well as several properties on the other side of Route 25. Iosue said the TIF Joint Review Board was here to go over the redevelopment plan and determine whether the United TIF met the requirements to be a TIF district.

Iosue explained that there are two ways to establish eligibility requirements: to be considered a 'blighted' area requires five criteria to be met of 13 eligibility factors and to be considered a 'conservation' area requires the majority of the buildings to be in excess of 35 years of age and hit four of the 13 requirements. Iosue said the area in the United TIF district does meet both the age requirement and the four criteria of deterioration, inadequate utilities, deleterious land use of layout, and lack of planning and as such qualifies to be a TIF district under the 'conservation' eligibility. He said the Joint Review Board had 30 days to recommend the TIF district, and noted he'd love to have that recommendation today, and said if the Board did not make a recommendation in those 30 days it was considered a positive recommendation. If they did not approve it would be a negative recommendation and when the TIF district proposal went before the Village Board for approval it would require a super majority to move forward. There is an informal meeting planned for June 3, 2-21 at 7pm over Zoom and the official public hearing in front of the Village Board on June 21, 2021 at 7pm, also over Zoom. The Board would then vote 14-90 days following the public hearing on whether to move forward with the United TIF district.

Resident Peterson said she wanted to know what the Village's relationship was with IDOT and detailed concerns about traffic flow getting worse on Route 31 with a lot of speeding and how the day before a car had gone off the road and damaged her yard and other neighbors' yards as well. She said the lane widening done took portions of their yards already and further widening would put their homes practically on the street. Administrator Bosco said the traffic on Route 31 is an issue the Village regularly deals with between the amount of it and the narrow roads and no right of way. He explained the Village had looked to a road diet in the past, but given the amount of traffic that was not feasible. He said he would speak with the police chief about the speeding and potentially set up a speed trailer as Peterson had requested.

Iosue said to bring the commentary back to the discussion of the TIF districts, that issues like the ones Peterson described are what the TIF is intended to hopefully address. Ryan Abramson asked how the TIF would be able to help with the item Iosue described in the presentation of commercial and residential properties being next to one another. Iosue said some ways the TIF could address that item is property acquisition, although he noted there was no specific intent by the Village to acquire properties, but the Village or developers could do so and then combine those properties to create more compatible building settings using the TIF funds. Director Toth added that the TIF guidelines were amended a few years ago that non-conforming residential units could be subject to demolition and Village Attorney Kevin Drendel clarified that the Village cannot demolish properties without the owner's permission but that incentive is there to assist the property owner. Director Toth said the Village's TIF funds will match up to \$20,000 of demolition costs. Administrator Bosco added that removing dilapidated properties also assists in fixing the blight issue.

Jeff Palmquist noted that the old Valley Green property was part of the new TIF and said it would hopefully generate more increment. He asked if checks would be issued to members of the taxing bodies for generated

EAV, adding that the City of Aurora does so. Director Toth said he hoped the TIF was successful but they had not yet had any discussions on that topic yet. Iosue said there was a provision for surplus funds and that if there is surplus money in the TIF fund that isn't targeted for specific projects those funds could be rebated back to taxing districts. He noted that the Village cannot strike any individual agreements and all taxing districts would receive those funds according to their levy amount.

PUBLIC COMMENT – None

VOTE TO MOVE FORWARD WITH UNITED TIF ORDINANCE FOR VILLAGE BOARD RECOMMENDATION

Iosue closed with expressing hope for the proposed ordinances for the United TIF district could a motion and forwarded to the Village Board.

Mark Saperson motioned to forward the ordinance on with a positive recommendation to the Village Board and it was seconded by Darla Cardine.

Motion for approval made by Mark Saperson and seconded by Darla Cardine. **Roll Call Vote:** Village of North Aurora – yes, Messenger Library – yes, West Aurora School District #129 – yes, Fox Valley Park District – yes, Waubensee Community College District #516, Resident -- yes. **Motion approved (6-0)**

ADJOURNMENT

Meeting was adjourned.

Respectfully Submitted,

Natalie Stevens
Deputy Village Clerk

PUBLIC MEETING MINUTES
UNITED TAX INCREMENT FINANCING DISTRICT
Thursday, June 3, 2021

Pete Iosue from Teska Associates began his presentation at 7:00 p.m. Teska Associates have been the Village's Planning and Zoning consultants for numerous years. The Village is proposing to create a new TIF District by reconfiguring boundaries of existing TIF districts.

The existing Tax Increment Financing Districts include the Route 31 TIF, Sperry TIF, and North Lincolnway TIF.

Iosue explained that TIFs are economic development programs run by the State of Illinois. This allows municipalities to provide incentives for new or current businesses. The TIFs target development and redevelopment in the area and include a 23 year life span. Providing TIF funds encourages economic growth in areas that are in need of improvement and development. It does not affect property values in the area or how the county assesses the property. The purpose of the program is that it takes some of the property taxes and diverts it into a special fund for redevelopment projects.

A base value of a property is established when the TIF is created. Any increase in property value is the increment. When a property owner invests money in their property, then the value increases and the taxes then increase. The tax increase then goes into the TIF, which can only be used for specific items such as, infrastructure, redevelopment of substandard vacant buildings, site improvements, etc. The funds cannot be used to build a new building.

The Village of North Aurora has completed different TIF projects including 24 S Lincolnway (Moka) and Smoke Tree Lane. The Village does offer a TIF Grant Program, which will provide a refund up to 50% of approved improvements.

In regards to the new TIF Boundaries, the Village is trying to merge all TIFs into one in order to maintain it more easily.

The Joint Review Board held a meeting on May 21st. They voted unanimously to approve the new TIF Boundaries. The public meeting being held tonight on June 3, 2021 is for informational purposes. There will be a Public Hearing on June 21st and the Village Board will vote no sooner than 14 days after the hearing.

PUBLIC COMMENT

Stacy McReynolds asked what the long term plans are for the area. She is on Monroe Street and dealt with this 20 years ago. Toth responded that the plans themselves have not changed. The Comprehensive Plan calls for mixed-use retail in that area, but the Village has not been approached by any developers yet.

Bill Slaker asked what money is left in the funds and what happens to it. Toth responded that the funds will remain in the Route 31 TIF. Iosue responded that anything south of I-88 is going to remain in the Route 31 TIF. There is approximately 4-5 years left of the existing TIF.

McReynolds asked what time frame this would be. Toth responded that the new TIF will be adopted in July 2021. Everything north of I-88 will be in the new United TIF District for 23 years. The existing Route 31

TIF District south of I-88 will expire in a few years. Iosue explained that the benefit of creating this new TIF will reset the base value of those properties to the north of I-88.

Slaker asked if all new TIFs start at \$0. Toth responded that there is a lag in the assessment of the TIF District itself. Iosue responded that yes that is correct. When a new TIF is created there are no funds in there and it usually takes a couple years to establish funds. A redevelopment agreement is entered with the developer in situations like this. Toth stated that the portion south of I-88 generates a large amount of TIF increment, which will still be generated until that TIF expires.

McReynolds stated that she is not against the TIF, just concerned since there are not many homes left on Monroe Street. Toth responded that the Village did acquire a building on Monroe Street, but TIF funds were not used to purchase the property.

Slaker asked if the funds from the old TIF could be used for the new TIF District. Iosue responded that any projects where the Village is planning on using with TIF funds, can be done. Slaker stated that he has a pending project with only two bidders. With the shortage of equipment, personnel, etc. it will be tough to get another bid. He asked if there is any room for consideration from the Village. Toth responded that it is tough to tell right now with the TIF adoption and how the funds will be used. Bosco responded that this is different than a TIF just naturally expiring. With the ability to hold the funds and transfer them over, the Village can still use those funds as long as they meet the necessary requirements.

McReynolds asked when the Village Board will be discussing the redevelopment plans for Block 1 off Monroe Street. Toth responded that the Village is not seeking active developers at this time for the property. Bosco stated there is no actual plan for Block 1, but it is included in the Comprehensive Plan. That does not mean that is how the property will develop. Toth stated that TIF funds were used for the rehabilitation of the Berman Tower. The Village is cognoscente of using the funds for public improvements. Iosue stated that in regards to Block 1, the funds will definitely make the site more attractive and hopefully bring in developers. Bosco stated that there is no set plan at this time. TIF Districts are just a development tool. The TIF does not give the Village the right to acquire someone else's property.

Iosue stated there will be another Public Hearing on June 21st for additional questions and comments. Toth stated that the meeting will be hybrid, so it can be accessed via Zoom or at Village Hall.

Respectfully Submitted,

Natalie Stevens
Deputy Village Clerk

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, June 7, 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 Mark Carroll, Trustee Laura Curtis, 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.

PUBLIC HEARING- Forest Ridge Townhome Development Annexation Agreement

No Comments, Hearing closed

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS – None

CONSENT AGENDA

1. Village Board Minutes dated 05/17/2021 and Committee of the Whole Minutes dated 05/17/2021
2. Interim Bills List Dated 05/26/2021 in the Amount of \$246,015.60
3. Bills List Dated FY 2021 06/07/2021 in the Amount of \$54,588.56
4. Bills List Dated FY 2022 06/21/2021 in the Amount of \$19,424.86
5. Approval of Executive Session Minutes Dated 12/21/2020, 01/18/2021, 02/15/2021, and 04/19/2021
6. Approval of Resolution for the Closure of State Street for the July 3 Fireworks Celebration

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

NEW BUSINESS

1. **Approval of Engineering Agreement with WBK Engineering for the Tanner Trails Conveyance Study in the Amount of \$89,430**

Director Laskowski commented on the repair made to a sinkhole in the Tanner Trails subdivision in 2019. After repairs were made, it was later discovered that the pvc pipe involved had sustained damage from agricultural equipment and was collapsing in areas, allowing dirt to enter and would eventually cause

flooding problems for the area. WBK Engineering was hired to provide solutions to repair the issue, there were four options offered. The solutions offered were to replace part of the 24" diameter plastic pipe with a 36" diameter concrete pipe, to replace the entire 24" diameter plastic pipe with a 36" diameter concrete pipe, to run a smaller pipe parallel to the existing pipe, and the final solution offered was to turn part of the Kane County forest preserve field in to a wet land and divert water there and then on to Lake Run Creek. Ultimately the recommended solution was to replace the entire 24" diameter plastic pipe with a 36" diameter concrete pipe. The Approval sought is to move forward with that solution and to hire WBK to begin design of the project. Due to the costs involved with acquiring a number of permits as well as additional unexpected steps needed to complete the project the estimated cost is higher than the initial \$76,000 budgeted for the project.

Motion for approval made by Trustee Guethle and seconded by Trustee Salazar. **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).**

2. Approval to Award Bid for the DCEO IL 31 Sidewalk Installation Project to Geneva Construction Company in the Amount of \$52,451.80

Director Laskowski explained that several years back the Village received grant funding to install a sidewalk from 113 S. Lincolnway on the East side of Route 31, south to 141 S Lincolnway. Director Laskowski explained that this small section of sidewalk is an initial step in what the Village hopes to be a larger project to provide a sidewalk from Sullivan Road north to the Village's corporate limits. The Village was able to design the project in house, Geneva Construction Company's bid was in line with what was expected and will ultimately cost the Village \$11,331 beyond the grant funding.

Trustee Carroll asked for confirmation that the additional funding for the project would be derived from TIF funds, which was confirmed by Director Laskowski.

Resident Bill Slaker spoke via Zoom to address a possible conflict with the project as the proposed sidewalk passes through his property.

Administrator Bosco explained that the sidewalk will run through the Slaker property, where the family currently parks their cars. He stated that the Village Engineer would be meeting with Mr. Slaker to discuss possible solutions.

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

3. Approval to Purchase a New Ford Explorer for the Public Works Department in the Amount of \$29,304

Director Laskowski stated that the vehicle that was proposed for purchase would be for the newly hired Village Engineer, he explained that the vehicle to be purchased will replace a vehicle unable to perform the necessary functions needed.

Staff looked in to purchasing a used vehicle, to which they found that a new vehicle purchased through a state bid or collective municipal collaborative would be less expensive.

Trustee Carroll asked if this was an urgent need that needs to be addressed as prices of vehicles are currently high. Director Laskowski stated that the Village could hold off the purchase but run the risk of prices increasing, or delivery estimates to be longer.

Further discussion was had in favor of the purchase, with Trustees agreeing that the price was reasonable and prolonging the purchase would be a risk with delivery.

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).**

4. Approval to Waive Bids to Perform Well #5 Rehabilitation and Maintenance and Well Site Improvements and Award Contract to Layne Christensen Company in the Estimate Amount of \$240,000.00 and Not to Exceed \$300,000.00

Director Laskowski explained that in regard to the Well #5 Rehabilitation and Maintenance project, there are two components to the request to waive bids. The first being that the well motors contain mercury within the seals of the gaskets, Layne Christensen Company is the only vendor in Illinois equipped to handle that.

Well #5 is going to be receiving extensive site improvements including a pitless adapter which will be installed by Layne Christensen. Director Laskowski explains that it would be cost and time effective to initiate the purchase of the pitless adapter during the rehabilitation step of the project.

Trustee Guethle stated that Layne Christensen has done most of the work on the Village's wells, to which Director Laskowski agreed, stating that there has only been one other company that has done work on the wells. Trustee Guethle also commented that Layne Christensen is based in Aurora.

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **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).**

5. Approval of Ordinance Authorizing the Execution of an Annexation Agreement for the Development Known as Forest Ridge Townhome Development

Director Toth explained that the next four items on the agenda are in relation to the Forest Ridge Townhome Development. The development is located on nine acres of land on Oak Street, just west of the Windstone Place subdivision.

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

6. Approval of Ordinance Annexing Certain Territory to the Village of North Aurora, Illinois to be Known as the Forest Ridge Townhome Development

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

7. Approval of Ordinance Zoning 9.05 Acres of Property Situated at 38w229 Oak Street North Aurora, Illinois to the R-3 General Residence Zoning District

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

8. Approval of Ordinance Granting a Special Use for an R-3 General Residence Zoning District Planned Unit Development on Property located at 38w229 Oak Street North Aurora, Illinois to be Known as the Forest Ridge Townhome Development

Director Toth explained that there are five townhome buildings and one duplex planned for a total of 31 residential units.

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **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).**

9. Approval of Special Event Permit for My Place Hotel

Administrator Bosco explained that the Hotel would like to hold a grand opening event on July 17th from 6 pm-11pm. They are planning on serving alcohol outside as well as offering music until 11 pm.

Motion for approval made by Trustee Salazar and seconded by Trustee Niedzwiedz. **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).**

10. Approval of Special Event Permit for Wedding Reception on Village-Owned Property

Administrator Bosco explained that this request is for use of property located at 301 Long Ave and the adjacent right away areas for a wedding to be held from 2 pm until 8 pm.

Mayor Gaffino asked if there was any liability issues with allowing the use of the property to which Administrator Bosco explained that the requesting party has already provided a certificate of insurance.

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

11. Approval of a Special Event Permit for North Aurora River District Alliance (NOARDA) Summer Concerts/Movies in the Park

Administrator Bosco explained that NOARDA is requesting the use of Riverfront Park on June 24, July 22 and August 12 from 6 pm until 9 pm for both music and movies in the park.

Trustee Salazar commented that she is happy to see the NOARDA event back and has inquiries from residents regarding it.

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

12. Approval of a Resolution Designating the North Aurora River District Alliance's Rhythm on the Riverfront Summer Concert/Movie Series a Village Sponsored Event and Allowing the Consumption of Liquor in North Aurora Riverfront Park

Administrator Bosco explained that when NOARDA requests a BYOB event, the event must be sponsored by the Village.

Motion for approval made by Trustee Guethle and seconded by Trustee Niedzwiedz. **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).**

VILLAGE PRESIDENT – Mayor Gaffino complimented the North Aurora Police Department on their great response to the shooting in the Woodman's parking lot.

TRUSTEES COMMENTS – None

ADMINISTRATOR’S REPORT – Administrator Bosco commented on the current HVAC situation in the Board Room. He also spoke about the transition from Waste Management to Groot. Resident complaints have centered around missed toters that weren’t picked up by Waste Management. The third party company had missed entire neighborhoods. Bosco explained that the Village is working with Waste Management to remedy the situation.

Trustee Carroll asked if the Village has disseminated any information to residents about the state moving to phase 5 in regard to Covid protocol. Administrator Bosco stated that the Village has a Covid update page and will update the information there.

Trustee Carroll also asked if there was any information about grants that may be available to residents in relation to the eviction moratorium. Administrator Bosco stated that the Village had posted something recently about rental assistance program that the county was offering. Trustee Guethle added that there is also landlord assistance as well.

ATTORNEY’S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – Director Toth explained that the TIF United District process is moving along nicely. The Public Hearing is scheduled for the next Village Board meeting on June 21, 2021.
3. **Police** – Chief Fisher thanked the Aurora Police Department as well as the Kane County Sherriff’s office for their assistance in the shooting that occurred in the Woodman’s parking lot.
4. **Public Works** – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, June 7, 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 – See below

TRUSTEE COMMENTS - None

DISCUSSION

1. 232 Mistwood Variance

Director Toth explained that the residents at 232 Mistwood Lane would like to construct an enclosed sun room which would be a building addition. The plans for the addition leave a 37' from the proposed construction as opposed to the 40' required by the Village Zoning Ordinance, therefore a variation to allow three feet of the enclosed porch to be located in the rear yard was being requested. Director Toth also stated that there was a Public Hearing at the Plan Commission meeting on June 1, 2021 in regard to this request with the Commission giving a positive recommendation for the Variance.

The Petitioner Cheryl Lewis further explained their desire to build the sun room which would replace an existing aging deck as well as improve the home.

Trustee Niedzwiedz asked if any of the Petitioner's neighbors were in attendance at the Public Hearing to which Director Toth stated they were not.

All Trustees in agreement to approve the Variance.

2. Park District Land Cash Resolution

Director Hannah explained that the Village requires that developers to donate either land or cash if land is impractical. The purpose is for the development or improvement of parks and other recreational purposes. In the past the Village has held on to the funds and then reimbursed the Fox Valley Park District once the projects were completed. Hannah stated that recent discussion has questioned whether or not to disburse the funds on a more frequent basis to the FVPD to better impact the way the funds are used within the Village. Staff was proposing to remit funds collected for park improvements on at least an annual basis.

Trustee Guethle praised the Fox Valley Park District and agreed with the Resolution.

Trustee Niedzwiedz was in favor of the Resolution.

Trustee Carroll asked if the FVPD were entitled to the Land-Cash Fees, to which Attorney Drendel replied that the Village has statutory authority to provide for parks, however the Fox Valley Park District handles the majority of the Village's parks. The Village's funds combined with additional FVPD funds allows for leverage in providing more robust parks and programming.

Administrator Bosco explained that the origination of the disbursement method of paying the Fox Valley Park District once projects are completed is not known. The Resolution provided for the funds to be disbursed to the FVPD more regularly, allowing the funds to be more readily available to the FVPD in order to use them more effectively and efficiently. The caveat remains that the funds must be used within the Village of North Aurora in existing parks or for the purchase of land for the purpose of park land.

Trustee Carroll asked if any of the Land-Cash Fees are reserved by the Village for use in any of the Village's parks that are not FVPD maintained. Administrator Bosco stated that Village owned parks are Riverfront Park, the Berman Tower area and the Veteran's Memorial, funding from the Land-Cash Fees are not reserved for those areas. Director Hannah explained that any maintenance issues have come out of the General Fund.

Trustee Curtis stated that perhaps the Village should reserve some of the funding for the expenses that derive from the Village owned parks.

Administrator Bosco reminded the Board that the Land-Cash Fees must be used for park improvements or purchase of land for park purposes, it cannot be utilized for park programming, Attorney Drendel agreed with this statement and expanded on it.

Trustee Guethle reiterated his praise for the Park District and stated that with the FVPD maintaining parks, it removes a burden from Village Staff.

Trustee Lowery was in agreement with the Resolution.

Trustee Salazar asked for confirmation that the Land-Cash Fees are collected from new developments when the developments are not going to provide a park. Administrator Bosco confirmed that that is the case. He stated that the fund has a large sum of money currently due to the Lincoln Valley project, however typically the fund only has a few hundred thousand annually. The Resolution proposes a more frequent disbursement of the funds collected, once or more annually.

Trustee Salazar was in favor of the Resolution.

Mayor Gaffino stated that the Village has enjoyed a great relationship with North Aurora and the purpose of the Resolution was to get the practice "in writing". Gaffino agreed with Trustee Guethle stating that the FVPD maintaining the parks is a burden off of the Village.

Attorney Drendel stated that the change is being made unilaterally by Resolution which can be revisited as opposed to an Intergovernmental Agreement, locking us in to the change.

Administrator Bosco agreed with Attorney Drendel's statement, and added that there are frequent open discussion with the Park District, however this Resolution will formalize the discussion.

Jeff Palmquist representing the Fox Valley Park District was in attendance to answer questions.

3. Liquor Code Changes

Administrator Bosco explained that when Mayor Gaffino stepped in as Liquor Commissioner he began reviewing the Liquor Code, and upon review there were a few issues Mayor Gaffino wanted addressed.

- The first issue for discussion was questioning the time that alcohol sales begin, packaged liquor sales start at 10am on Sundays as opposed to other local communities at 9am. Staff was looking for feedback from the Board on packaged liquor sales beginning at 9 am on Sundays.

Trustee Carroll stated that the additional hour of sales would be good for Village liquor stores.

Trustee Niedzwiedz asked if there was a reason why Sundays were different for liquor sales, Attorney Drendel explained that there was a time in the past when there were no liquor sales on Sunday, and the code is a remnant of those times.

The Board is in agreement with the 9am alcohol sales on Sunday.

- The second item discussed was a change to the code
“Notwithstanding the foregoing to the contrary, alcoholic liquors may be sold, offered for sale and/or consumed until 2:00 a.m. immediately following the day that is a legal holiday.”

The question raised by this code is that New Year’s Eve is not recognized as a legal holiday and therefore does not fall under this extended hours allowance. Staff proposed the code change:

“Notwithstanding the foregoing to the contrary, alcoholic liquors may be sold, offered for sale and/or consumed until 2:00 a.m. immediately following the day that is a legal holiday and also offered on December 31 (New Year’s Eve) until 2:00 a.m. the following day.”

The Board was in agreement with the change, with Trustee Carroll also offering to add the day prior to Thanksgiving to the code. Trustee Curtis suggested changing the code to reflect a 2 a.m. cut off the entire week, as it is on the weekend.

Police Chief Fisher stated that he would not be in favor of a 2 a.m. code change for the entire week.

- The third item is the proration of Liquor License fees of businesses closing. Staff is asking if it is appropriate to rebate a business that is closing a prorated rate.

Administrator Bosco stated that businesses’ licenses are prorated on a quarterly basis as they are coming in to the community.

Trustee Carroll stated that the Village would be losing revenue if businesses would be refunded.

Trustee Niedzwiedz asked what the cost of a liquor license is, to which Administrator Bosco stated that they range from \$1,500 to \$3,000.

Trustee Carroll asked how many liquor licenses the Village currently had, Administrator Bosco stated 31. Trustee Carroll then asked if it would be easier to bill the businesses quarterly. Administrator Bosco stated that a lot of businesses like to make one payment.

Mayor Gaffino stated that his thoughts were that since the Village prorated the license fees as new businesses entered the Village, it made sense to prorate if a business leaves midyear.

Trustee Salazar asked how many businesses close annually. Administrator Bosco explained that many different types of businesses hold liquor licenses, restaurants, grocery stores, liquor stores, gas stations and more, not many close each year.

The Trustees were in agreement to prorate the liquor license fees for closing businesses.

- The fourth item for discussion is granting licensed to non-citizens.

Administrator Bosco explained that the Village has encountered instances of applicants that are legal residents of the United States, however are not U.S. Citizens. The Village Code states that an applicant must be a United States citizen, which mirrored language in the State liquor license code which has since been changed. The State of Illinois has eliminated the citizenship requirement and this change has been reflected in the surrounding communities of Aurora and Batavia.

Trustees agreed that the Code should be changed to drop the U.S. citizenship requirement, however applicants must be a legal resident of the United States.

- The last item for discussion is a revision of the verbiage of the code to make it more concise.

Administrator Bosco explained that the section 5.08.070 of the code is confusing and redundant as written. Staff and Attorney Drendel have been working to revise the section.

Mayor Gaffino asked if the Executive Orders for Covid Regulations have expired. Administrator Bosco explained that the executive order is through the end of June, however the Board can change that and rescind the orders.

Mayor Gaffino stated that he has heard positive feedback about the curbside liquor order that was placed. He suggested that it might be worthwhile to consider extending that.

Attorney Drendel stated that the state has taken action to extend the curbside liquor sales.

Discussion was had regarding the State's extension of certain orders and what the Village can do to preserve certain actions.

Trustee Carroll stated that he is in favor of removing the Executive Orders. He believed that the risk has passed and it is time to begin regulating the businesses according to code.

Further discussion centered on the Executive Order that allowed dining extending in to parking lots with Trustees split on whether or not to continue allowing outdoor dining under tents. Attorney Drendel added that in order for the outdoor dining order to continue beyond the Executive Order, the Village's Code would need to be changed.

Trustee Curtis stated that while she is in agreement with the curbside liquor sales, the outdoor dining should be returned to normal Zoning Code enforcement.

Director Toth explained some of the criteria that an outdoor dining space must meet.

Trustee Carroll stated that the establishments that have permanent outdoor dining have gone through the proper channels to have them, which is what the Village should be encouraging. He also asked how many businesses are taking advantage of the Executive Order and have temporary outdoor dining. Administrator Bosco stated that he believed there were three to five.

Trustee Curtis agreed with Trustee Carroll stating that the businesses taking advantage of the Executive Order for outdoor dining have an unfair advantage over those that went through proper channels to create permanent outdoor dining spaces.

Trustees Lowery and Salazar believed that allowing the businesses to keep their temporary outdoor dining through the summer months would be good for them. Trustee Lowery stated that if it was possible to extend the Executive Order allowing for temporary outdoor dining he would be in favor for that, however not if it meant changing existing Zoning Code. Attorney Drendel stated that he believed that once the State moved in to phase five, the Village could not extend the Executive Orders and a Zoning Code change would have to be made to allow for temporary outdoor dining.

Further discussion regarding temporary zoning changes ensued.

Administrator Bosco summarized the discussion by suggesting that an ordinance be brought before the Board on June 21, 2021 regarding the curbside liquor sales, mirroring the State's laws. In regard to the zoning, an ordinance to supersede the current code with a non-permanent change can be presented.

Trustees were in agreement with mirroring the State's curbside liquor laws.

Trustees agreed to also mirror the state in regard to zoning and outdoor dining codes.

- **Beautification Committee**

The Beautification Committee is one of two Committees governed by the Village's municipal code. Upon examination of the current status of the Committee, Administrator Bosco explained that the Beautification Committee is not operating as originally intended. The Village staff has taken a larger role in Committee processes. The Committee is currently understaffed with three members when it should be six to eight. The Code in relation to the Beautification Committee are in need of revision. Administrator Bosco went through the recommended changes.

Trustees were in favor of changes.

- **Trustee Committees**

Administrator Bosco explained that in 2009 four subcommittees were established. The Development, Finance, Public Facilities and Public Safety Committees which were established in an effort to give Trustees inclusion on important Village topics as they arose and prompt more in depth discussion before items were presented to the entire Board. Each Trustee was assigned two Committees. Ultimately, the subcommittees became an additional, unnecessary step as items were presented during Committee of the Whole regardless. Staff was recommending dissolution of the four subcommittees.

The Village Board agreed to dissolution of the four subcommittees.

EXECUTIVE SESSION – Collective Bargaining

ADJOURNMENT

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

RETURN 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 Administrator Steve Bosco, Finance Director Bill Hannah, Village Attorney Kevin Drendel, Public Works Director John Laskowski.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
OPERATIONS COMMITTEE MEETING MINUTES
March 1, 2021**

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

CALL TO ORDER

Trustee Guethle 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 Carolyn Salazar

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

AUDIENCE COMMENTS – None

APPROVAL OF MINUTES

1. Approval of the Operation Committee Minutes dated March 2, 2020

Motion to approve made by Trustee Curtis, seconded by Trustee Carroll, All in favor. **Motion approved.**

NEW BUSINESS

1. Update on FY 2021-22 Budget Process

Finance Director Bill Hannah explained that his presentation is an overview of the work he and his staff have been doing in regard to the development of the 21-22 budget.

Current Year Budget Amendment

- As discussed at the January 18th COW's mid-year financial update, an increase in revenues during the year and expenditure reductions plus one-time revenues (CARES) created current year surplus about \$2,200,000 to \$2,500,000
- Staff's recommended budget adjustment for consideration:
 - Restore normal transfers to vehicle and equipment fund (\$180,621) which have previously been cut in half
 - Add additional transfers to Vehicle and Equipment Fund for Future Projects (\$300,000; police body cameras, IT software projects, other)
 - Increase transfer for future capital projects from \$200,000 to range of \$1,900,000 to \$2,400,000 which had previously been reduced due to Covid precautions. (Funding for future PW facility expansion, streets and storm water improvements), final number based on projections
 - General Fund remains positive revenues over expenditures
- Budget amendment to be presented for formal approval at 03/15/2021 Village Board meeting and projected transfers included in Draft Budget.

General Fund Revenues FY 2021-22

- Sales tax and Cannabis Tax Revenues: \$5,820,000 (1.0% decrease, one time surge in sales tax revenues during current year)
- Income Tax \$1,945,000(4.9% decrease, deferred May 2020 collections received in August 2020)
- Use Tax: \$9,000,000 (11.0% Increase, after 26% increase in current year)
- Building Permits: \$325,000(New development, Lincoln Valley on the Fox)
- Property Tax: \$2,324,000 (2.3% CPI; \$1,430,000 Police Pension)
- Balance of optimism (resilient economy, new census numbers, growth and development) and caution (LGDF, retail weakness and walk-back of sales tax numbers generated during last year)

General Fund Budget – Personnel

- Personnel Changes
 - Identify staffing needs in order to meet service demands and achieve better effective staffing levels vs. Authorized staffing levels
 - Addition of 2 Public Works Laborers, 1 for Water Division and 1 for Streets Division
 - Increased need for maintenance of existing and new infrastructure
 - Provide more human resources to deal with high demand seasonal services, emergencies and other employees utilizing leave time
 - More efficiently handle certain tasks in house
 - Addition of Planner for Community Development
 - Proactively address long-term development issues; better utilization of current staffing
 - Evolution of delay in recruitment until late summer, ensure no fiscal surprises over the next few months due to transitioning from a Covid driven economy to a more “normal” economy
 - Pay adjustments for non-union staff consideration range of 1.50% to 2.0%
 - Police officers 2.5% Public Works, Sergeants Under Negotiation by Contract

Trustee Guethle expressed appreciation that there is built in consideration for a possible economic downturn.

Mayor Gaffino commented that the additional two Public Works positions are justifiable based on the demand of the needs of the community.

General Fund Budget Notes/Other Operating

- Strategic planning facilitation next year \$10,000
- Analysis of Police records workflow process \$25,000
- Contracted Police Social Worker at PD for 8 hours a week \$10,000
- Continued maintenance and repair of Village Facilities, HVAC systems
- Update of Village’s Comprehensive Plan
- Landscaping of Village entryway signs \$20,000 (ten entryway signs)

Mayor Gaffino asked what the currently has in the way of a social worker. Director Hannah said that the Village is currently paying \$5,000 in to the program with AID, Chief Fisher explained that the PD currently has a pilot program with AID to put social workers in police departments to handle work the officers are not trained to do. Currently there is a social worker in the PD for eight hours a week but always on call. Chief also expressed that the program has been an asset to the department.

Trustee Lowery asked for clarification on the \$10,000, if that was a weekly amount, Chief Fisher explained it was \$10,000 for the year.

Trustee Carroll asked if there are any federal, state or local programs that can help subsidize the program or increase the program in any way. Chief explained that he did not know but would inquire with the social worker.

Trustees expressed that they are in agreement that the program is beneficial to the Village.

Capital/MFT/TIF Fund Budget Initiatives

- 2021 Annual Road Program est. \$1,900,000 (\$1,200,000 from MFT and MFT Rebuild Illinois Funds)
- Public Works Facility Site Analysis (\$120,000) and Possible Further Architectural Services Process Beginning (\$500,000)
- Tanner Trails Storm Sewer Improvements (\$700,000- \$1,200,000)
- Riverfront Park Plaza Implementation (\$375,000)
- Rt. 31 Sidewalk Connections (\$150,000) (TIF)
- Rt. 31/Airport Intersection (Pending Award of RBI Funds) and (TIF)

Trustee Guethle asked when the RBI Funds will be awarded, Director Hannah answered the second quarter of 2021

Water Fund

- Completion of new Water Tower (\$1,920,000 Re-budgeted)
- Well #5 improvements and maintenance (\$590,000)
- Well #6 Maintenance and improvements (\$235,000)
- Continued analysis of water main replacement project and 5-10 year outlook
 - Possible project in 2022
- Funds to analyze flow modeling, water main river crossing option, analysis of SCADA systems, lead line replacement policies, etc.

Vehicles/IT/Equipment

- Purchase of 4 new police Ford Explorers to replace 4 older patrol vehicles (\$190,000)
- Purchase of a new 5-yard dump truck (\$170,000)
- Purchase of a new Truck for Water Division (\$46,000). Code Enforcement Division (\$25,000) and Explorer Vehicle for Village Engineer (\$40,000)
- Analysis of selling or repurposing replaced vehicles to move ever older, problematic vehicles out of the fleet
- Begin process of discussing document management system (\$60,000 +/-)
- Purchase replacement Exchange server and licenses (\$75,000)
- Purchase of Police Body Cameras (\$200,000 +/-)
- Consolidation of police records data files into one system (\$100,000)
- Replacement of facility access system (\$50,000)

FY 2021-22 Budget Update timeline

- Draft Budget Discussions and Official Draft Budget to be completed over the next two weeks
- Draft Budget issued March 12th
- Committee of the Whole Discussion on Official FY 2021-22 Draft Budget on March 15th
- Additional Budget Discussion on COW April 5th
- Official Public Hearing on April 19th

- Board Approval of Final FY 2021-22 Budget on May 3rd
- Committee Questions/Comments/Discussion

Mayor Gaffino asked if the Village has looked at electric vehicles as alternatives for replacement vehicles, if there may be grant money available for that purpose. He also asked if there was any federal grant money to assist in the Police body camera purchase. Chief Fisher said that in his research he has not found any grants available but continues to search.

Administrator Bosco said that the Village will look in to the availability of hybrid/electric vehicles.

ADJOURNMENT

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

Respectfully Submitted,

Jessica Watkins
Village Clerk

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

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

CALL TO ORDER

Trustee Mark Gaffino called the meeting to order.

ROLL CALL

In attendance: Trustee Mark Gaffino, Trustee Michael Lowery, Trustee Tao Martinez, Mayor Dale Berman, Village Administrator Steve Bosco, Finance Director Bill Hannah, Village Engineer Brandon Tonarelli, Public Works Director John Laskowski, Police Chief David Fisher, Deputy Police Chief Scott Buziecki, IT Administrator Dave Arndt

AUDIENCE COMMENTS - None

APPROVAL OF MINUTES

1. Approval of the Services Committee Minutes dated October 19, 2020

Motion for approval made by Trustee Lowery and seconded by Mayor Berman. All in favor. **Motion approved.**

NEW BUSINESS

1. CERT EMA/Code Designation

Chief Fisher explained there were two items here both related to emergency management and turned it over to Deputy Chief Buziecki to explain in further detail.

DC Buziecki said the first item was an ordinance update to an ordinance passed in 1977 which specified that the Emergency Management Coordinator position was to be selected by the Mayor with consultation of the Fire Chief. In 2011 DC Buziecki was appointed to that role after there had been a period of no one running Emergency Management, but that action was done so not knowing of the existence of this ordinance. The update would bring the ordinance in line with what current operations are, which would be the Mayor appointing the position with consultation of the Police Chief instead of the Fire Department. Trustees expressed their support to the change.

The second item is to operate the under the name of Emergency Management rather than CERT (Community Emergency Response Team) as DC Buziecki explained that the program has both expanded beyond the CERT training program – adding things like search and rescue and sheltering programs – and that Emergency Management is more intuitive to explaining the operations of the program and is in line with what many other departments use. The CERT program would remain as a disaster education program and the more active volunteers in that program would become Emergency Management specialists. DC Buziecki also said that the CERT program is a 7 week, 21 hour program that can be a big task and commitment, but Emergency Management can be broken up into smaller courses with volunteers being trained in just one specific category and that will help focus efforts. With this change the Intergovernmental Agreement with the Fire Department would need minor updates.

Trustee Gaffino mentioned that the CERT vehicle, previously outfitted with orange lights, was requested to be outfitted with blue and white lights so that the colors would carry a little more weight, but not red, white and blue so as not to be confused with an actual police squad. He said they've had reports of people driving around traffic control and not obeying their instructions. All trustees expressed their

support of blue and white lights for the vehicles, and Trustee Martinez also indicated he would not be opposed to red. All trustees expressed support of these changes.

2. Municipal Code Changes – Village Engineer

Village Engineer Brandon Tonarelli introduced a total of three updates to the Village's municipal code, all for Title 16 – Subdivisions.

The first change was in section 16.12.010 to add additional language that would provide flexibility to Village Staff to allow for field changes during construction or development projects. Engineer Tonarelli explained that if a developer requested a minor deviation this normally would have to go through the Board process and that can add significant time and delay to a project. With the change, Staff could approve minor deviations and allow construction to proceed more quickly. Engineer Tonarelli provided examples of how the Village currently has a deadline of November 21 for asphalt binding, but IDOT allows it to be placed at 40 degrees or higher, and in the event of a warm week in a winter month this project could thus be approved and flexibility provided. He provided another example of during public improvements how Village code requires full joint to joint curb of 10 feet and how if there was a defect between two sections that under this new language Staff approval that curb could be replaced at just 11 feet instead of 20 feet without needing to bring it before the Board.

Trustee Lowery asked for clarification between what a minor and major deviation was and Engineer Tonarelli said that decision would be made at the discretion of the Village Engineer, although Staff would also discuss it. He said they were leaning towards minor things during construction and a time issue and said they didn't want to define it to allow for flexibility. Trustee Lowery expressed concerns in the future with such a model, noting that as the Board and Staff exists now he has no problem with it but that that will not always be the case and there's too much autonomy without the Board's approval. He asked for language clarifying some operation difference between major and minor and suggested perhaps a cost basis. Village Administrator Bosco said that could be done, just like how the zoning code spells out minor and major deviations. Director Laskowski said the idea was more to help private developers to keep on schedule and with their own costs. He said it was hard to quantify a cost as it was more to do with the contractor's funds than the Village funds, but said he felt there was a way they could define those differences.

The second item Engineer Tonarelli presented was adding language to 16.12.100 in the sump pump section to require an above grade external overflow for discharge. Many contractors already do this, but he added recently they had found one in a recent inspection that did not have these guidelines, and putting them into place would give the Village direct language to enforce it.

The third update was modifying 16.12.100-f, the Stormwater ordinance, to follow the Kane County Stormwater ordinance. It currently incorporates old data from Illinois water survey data, but by referencing the Kane County Stormwater Ordinance the most up to date model will always be available and the Village will thus always be compliant and not need to update the code or table. Trustee Lowery said it sounded good.

OLD BUSINESS – Administrator Bosco said the Public Works walkthrough is going to be brought directly to COW since it is a project the entire Board would be interested in. The goal is to have that item on a COW agenda in January.

OTHER INFORMATION - None

TRUSTEE COMMENTS - None

ADJOURNMENT

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

Respectfully Submitted,

Natalie F. Stevens
Deputy Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 06/15/2021 - 3:31PM
Batch: 00503.06.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Ace Hardware						
000030						
S-Hooks For Hanging Baskets, Trowel	45.52	01-490-4761	Beautification Committee	05312021	5/31/2021	06/21/2021
Total:	45.52	*Vendor Total				
Aflac						
030540						
AFLAC- May 2021	80.48	01-000-2053	AFLAC	892982	5/26/2021	06/21/2021
Total:	80.48	*Vendor Total				
Aurora Area Convention						
003770						
NA Hotel Tax/ April 2021	2,176.67	15-430-4752	90% Tourism Council	05132021	5/13/2021	06/21/2021
NA Lodging Tax/ March 2021	594.67	15-430-4752	90% Tourism Council	05242021	5/24/2021	06/21/2021
NA LodgingTax/ April 2021	281.37	15-430-4752	90% Tourism Council	05252021	5/25/2021	06/21/2021
NA Hotel Tax/ May 2021	1,843.64	15-430-4752	90% Tourism Council	06042021	6/4/2021	06/21/2021
Total:	4,896.35	*Vendor Total				
B & F Construction						
015600						
New SFR Plan Review	752.00	01-441-4276	Inspection Services	56120	4/22/2021	06/21/2021
Total:	752.00	*Vendor Total				
CCS Chicago Contractor Supply						
045420						
Concrete Sealer	116.00	01-445-4543	Sidewalks Rpr & Mtce	231281	5/26/2021	06/21/2021
Total:	116.00	*Vendor Total				
Chicago Filter Supply, Inc.						
043260						
Dehumidifier Filters	251.48	60-445-4567	Treatment Plant Repair/Maint	53398	5/26/2021	06/21/2021
Total:	251.48	*Vendor Total				
Cintas Corporation						
041590						
First Aid Kit- PW Garage	96.51	01-445-4520	Public Buildings Rpr & Mtce	5063536833	5/26/2021	06/21/2021
Total:	96.51	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
City of Aurora						
027870						
Monthly Samples	252.00	60-445-4562	Testing (water)	214141	6/3/2021	06/21/2021
Total:	252.00	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 4/19 - 5/18	5,536.83	60-445-4662	Utility	0543120261	5/18/2021	06/21/2021
Street Lights/ 355 Moorfield	8.51	10-445-4660	Street Lighting and Poles	0795092063	5/18/2021	06/21/2021
Street Lights/ 1197 Comiskey	8.51	10-445-4660	Street Lighting and Poles	0903075187	5/18/2021	06/21/2021
Street Lights/ 1193 Comiskey	8.51	10-445-4660	Street Lighting and Poles	1743032047	5/18/2021	06/21/2021
Street Lights	1,593.38	10-445-4660	Street Lighting and Poles	3771153008	5/18/2021	06/21/2021
Street Lights/ 211 River Road	2,633.72	10-445-4660	Street Lighting and Poles	4007024020	5/17/2021	06/21/2021
Total:	9,789.46	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Srvc- Liquor/ April 2021	2,000.00	01-430-4260	Legal	89970-02	4/30/2021	06/21/2021
Legal Srvc- CommDev/ May 2021	1,198.75	01-441-4260	Legal	90693	5/31/2021	06/21/2021
Legal Srvc- Gen, Admin, Fin/ May 2021	3,701.25	01-430-4260	Legal	90694	5/31/2021	06/21/2021
Legal Srvc- PD/ May 2021	1,846.25	01-440-4260	Legal	90695	5/31/2021	06/21/2021
Legal Srvc- Liquor/ May 2021	218.75	01-430-4260	Legal	90696	5/31/2021	06/21/2021
Legal Srvc- PW/ May 2021	463.75	01-445-4260	Legal	90697	5/31/2021	06/21/2021
Legal Srvc- Forest Ridge/ May 2021	2,135.00	90-000-E242	Oak St Townhome Development	90700	5/31/2021	06/21/2021
Legal Srvc- Valley Green/ May 2021	577.50	90-000-E250	Opus - Valley Green Project	90701	5/31/2021	06/21/2021
Total:	12,141.25	*Vendor Total				
Duffield Consulting Engineers Ltd.						
467743						
Resrch & Calc Radium, Rpt & Draft Ltr to IEM	1,600.00	60-445-4255	Engineering	534	6/3/2021	06/21/2021
Gamma Measurements- WTPs	655.90	60-445-4255	Engineering	535	6/3/2021	06/21/2021
Total:	2,255.90	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Construction Inspection- 2020 Road Program	775.50	21-450-4255	Engineering	71504	5/26/2021	06/21/2021
Phase 1 Design- Orchard Gateway	18,075.50	21-450-4255	Engineering	71505	5/26/2021	06/21/2021
Design Engineering- 2021 Road Program	4,102.50	21-450-4255	Engineering	71506	5/26/2021	06/21/2021
RRA/ ERP Study	4,243.00	60-445-4255	Engineering	71507	5/26/2021	06/21/2021
Well #5 Modifications Design	4,599.00	60-463-4255	Engineering	71508	5/26/2021	06/21/2021
Construction Inspections/ 2020 Road Program	740.25	21-450-4255	Engineering	71602	6/8/2021	06/21/2021
Phase 1 Design/ Orchard Gateway	7,879.00	21-450-4255	Engineering	71603	6/8/2021	06/21/2021
Design & Construction- 2021 Road Program	7,116.00	21-450-4255	Engineering	71604-01	6/8/2021	06/21/2021
Crackfilling And Pavement Marking Inspection	3,520.00	10-445-4255	Engineering	71604-02	6/8/2021	06/21/2021
RRA/ERP Study	7,051.75	60-445-4255	Engineering	71605	6/8/2021	06/21/2021
Well #5 Design Modifications	4,755.60	60-463-4255	Engineering	71606	6/8/2021	06/21/2021
Total:	62,858.10	*Vendor Total				
Feece Oil						
031060						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Mid-Grade Fuel	3,883.43	71-000-1340	Gas/Diesel Escrow	3785626	5/13/2021	06/21/2021
Diesel Fuel	1,230.87	71-000-1340	Gas/Diesel Escrow	3785627	5/13/2021	06/21/2021
Mid-Grade Fuel	3,090.34	71-000-1340	Gas/Diesel Escrow	3790233	5/27/2021	06/21/2021
Total:	8,204.64	*Vendor Total				

Fifth Third Bank

028450

Window Switch Return- Truck #165/ Amazon	-30.30	01-445-4511	Vehicle Repair and Maint	BR04272021- 3/31/2021	06/21/2021
IL Public Service Institute/ American Public Works	745.00	01-445-4380	Training	BR05272021- 5/11/2021	06/21/2021
Shrubbery For Lobby/ Amazon	102.97	01-430-4799	Misc.	DA05272021- 5/2/2021	06/21/2021
Chainsaw Air Filter- PW/ Amazon	27.98	01-445-4510	Equipment/IT Maint	DA05272021- 5/6/2021	06/21/2021
Chainsaw Parts- PW/ Amazon	26.99	01-445-4510	Equipment/IT Maint	DA05272021- 5/8/2021	06/21/2021
Chainsaw Air Filter- PW/ Amazon	9.79	01-445-4510	Equipment/IT Maint	DA05272021- 5/11/2021	06/21/2021
Spam Filter Annual Maint/ VAMSOFT	436.59	01-430-4510	Equipment/IT Maint	DA05272021- 5/21/2021	06/21/2021
Fitness Room Equipment/ Amazon	199.95	01-440-4510	Equipment/IT Maint	DC05272021- 5/10/2021	06/21/2021
Fitness Room Equipment/ Amazon	21.27	01-440-4510	Equipment/IT Maint	DC05272021- 5/10/2021	06/21/2021
Vehicle Equipment Repair/ Traffic Safety Store	4,022.60	01-440-4511	Vehicle Repair and Maint	DC05272021- 5/24/2021	06/21/2021
Records Training Class/ PRI Management	298.00	01-440-4380	Training	DF05272021- 4/29/2021	06/21/2021
Records Training Class/ PRI Management	500.00	01-440-4380	Training	DF05272021- 4/29/2021	06/21/2021
Range Supplies/ Home Depot	8.78	01-440-4383	Firearm Training	JG05272021-(4/30/2021	06/21/2021
Range Supplies/ Home Depot	72.57	01-440-4383	Firearm Training	JG05272021-(4/30/2021	06/21/2021
Range Supplies/ Home Depot	220.23	01-440-4383	Firearm Training	JG05272021-(4/30/2021	06/21/2021
Range Supplies/ Home Depot	465.90	01-440-4383	Firearm Training	JG05272021-(4/30/2021	06/21/2021
Travel For Conference/ American Airlines	267.79	01-440-4370	Conferences & Travel	JG05272021-(5/12/2021	06/21/2021
Travel For Conference/ Budget Rental	469.91	01-440-4370	Conferences & Travel	JG05272021-(5/12/2021	06/21/2021
Application Renewal/ Apple.com	10.61	01-440-4555	Investigations	JG05272021-(5/15/2021	06/21/2021
SD Card Storage/ Amazon	188.74	01-440-4555	Investigations	JG05272021-(5/19/2021	06/21/2021
Thermal Camera Replacements/ FLIR Systems	599.97	01-440-4870	Equipment	JG05272021-(5/19/2021	06/21/2021
Basic Chainsaw Wksp/ Morton Arboretum	80.00	01-445-4380	Training	JL04272021-(4/7/2021	06/21/2021
Membership- Kennedy/ American Water Works	83.00	01-445-4380	Training	JL04272021-(4/11/2021	06/21/2021
Chair, Mat, Desk For Intern/ Office Depot	679.96	01-445-4411	Office Expenses	JL05272021-(4/30/2021	06/21/2021
Member Renewal Fee- Laskowski/ ASFPM	50.00	01-445-4390	Dues & Meetings	JL05272021-(5/6/2021	06/21/2021
Evidence Processing/ B&H Photo	608.92	01-440-4557	Evidence Processing	MQ05272021 5/13/2021	06/21/2021
Evidence Processing/ Sirchie	84.33	01-440-4557	Evidence Processing	MQ05272021 5/13/2021	06/21/2021
Taser Supplies/ Axon Taser	3,674.21	01-440-4383	Firearm Training	MQ05272021 5/13/2021	06/21/2021
Evidence Processing/ Sirchie	112.45	01-440-4557	Evidence Processing	MQ05272021 5/13/2021	06/21/2021
Member Dues- Kick/ AWWA Organization	83.00	60-445-4390	Dues & Meetings	PY05272021- 5/2/2021	06/21/2021
CMMS License/ FIIX Software	363.01	60-445-4510	Equipment/IT Maint	PY05272021- 5/2/2021	06/21/2021
2021 ICMA Midwest Regional Conf/ ICMA	129.00	01-430-4370	Conferences & Travel	SB04272021- 3/29/2021	06/21/2021
Plaque For Silo/ PlaqueMaker	350.00	01-445-4530	Public Grounds/Parks Maint	SB04272021- 4/9/2021	06/21/2021
Plaque For Tao Martinez Srvc/ CrystalPlus Award	62.65	01-410-4799	Misc. Expenditures	SB04272021- 4/20/2021	06/21/2021
Photos For Village Hall/ Walgreens	6.59	01-430-4799	Misc.	SB04272021- 4/21/2021	06/21/2021
Photos For Village Hall/ Walgreens	107.94	01-430-4799	Misc.	SB04272021- 4/21/2021	06/21/2021
Photo Frames For VH/ Michaels	37.98	01-430-4799	Misc.	SB05272021- 4/28/2021	06/21/2021
Photos For VH/ Walgreens	9.97	01-430-4799	Misc.	SB05272021- 5/7/2021	06/21/2021
Village Board Member Photos/ Walgreens	26.99	01-410-4799	Misc. Expenditures	SB05272021- 5/7/2021	06/21/2021
Photo Frames For Village Hall/ Michaels	142.95	01-430-4799	Misc.	SB05272021- 5/7/2021	06/21/2021
Plaques For Plan Commission Members/ CrystalPlus Award	100.90	01-410-4799	Misc. Expenditures	SB05272021- 5/24/2021	06/21/2021
Beacon News Mthly Subscription/ Chicago Tribune	15.96	01-440-4652	Phones and Connectivity	SBZ05272021 4/12/2021	06/21/2021
Online Job Post/ Go Law Enforcement	80.00	01-440-4652	Phones and Connectivity	SBZ05272021 5/19/2021	06/21/2021
Water Rescue Throw Bags/ Feld Fire	974.25	01-440-4558	Emergency Management	SBZ05272021 5/20/2021	06/21/2021
Water Activated Strobe Lights/ Amazon	205.26	01-440-4558	Emergency Management	SBZ05272021 5/24/2021	06/21/2021
Total:	16,734.66	*Vendor Total			

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Fox Metro						
029650						
New Water Inspections	30.00	60-445-4480	New Meters,rprs. & Rplemts.	02092021	2/9/2021	06/21/2021
Total:	30.00	*Vendor Total				
Frank Marshall Electric						
028510						
Well VFD Filter Work	2,780.00	60-445-4565	Water Well Rpr & Mtce	90939	5/26/2021	06/21/2021
Total:	2,780.00	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- May 2021	200.00	01-445-4520	Public Buildings Rpr & Mtce	33993	5/20/2021	06/21/2021
Total:	200.00	*Vendor Total				
Groot, Inc.						
468131						
Waste Stickers (2000)	8,180.00	01-000-2217	Waste Stickers Escrow	7075473	6/1/2021	06/21/2021
Total:	8,180.00	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
AC Repair- VH	256.00	01-445-4520	Public Buildings Rpr & Mtce	40438	5/25/2021	06/21/2021
Total:	256.00	*Vendor Total				
Industrial Door Company						
044430						
Door Repair- PD Bay C	512.50	01-445-4520	Public Buildings Rpr & Mtce	113753	5/31/2021	06/21/2021
Total:	512.50	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ May 2021	1,614.03	01-440-4130	Health Insurance	052021-01	5/21/2021	06/21/2021
Life Insurance- PD/ May 2021	5.60	01-440-4135	Life Insurance	052021-02	5/21/2021	06/21/2021
Vision/ May 2021	26.90	01-000-2056	VSP - Employee Contributions	052021-03	5/21/2021	06/21/2021
Total:	1,646.53	*Vendor Total				
Janco Chemical Supply, Inc						
000660						
Paper Towels & Mop Heads- PD	148.40	01-445-4421	Custodial Supplies	284722	5/21/2021	06/21/2021
Total:	148.40	*Vendor Total				
Kane County Recorder						
010600						
Ordinance Recording	52.00	01-441-4506	Publishing	05312021	5/31/2021	06/21/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	52.00	*Vendor Total				
Kendall County Concrete						
047060						
Sidewalk Repair- 1375 Fox Hill Ct	594.00	01-445-4543	Sidewalks Rpr & Mtce	51347	6/26/2021	06/21/2021
Total:	594.00	*Vendor Total				
Konica Minolta						
024860						
AP Printer Maint 4/21 - 5/20	3.30	01-430-4411	Office Expenses	9007771253	5/20/2021	06/21/2021
AP Printer Maint 5/21 - 6/20	8.25	01-430-4411	Office Expenses	9007773492	5/21/2021	06/21/2021
Copier Maint- PW Garage 5/2 - 6/1	36.96	01-445-4411	Office Expenses	9007805948	6/1/2021	06/21/2021
Total:	48.51	*Vendor Total				
Lakeshore Recycling Systems						
032620						
Street Sweeping	726.00	01-445-4540	Streets & Alleys Rpr & Mtce	PS374078	5/31/2021	06/21/2021
Total:	726.00	*Vendor Total				
Lauderdale Electric, Inc.						
468103						
Lighting Maint- VH	1,263.00	01-445-4520	Public Buildings Rpr & Mtce	787-F	5/13/2021	06/21/2021
Total:	1,263.00	*Vendor Total				
Menards						
016070						
TP Supplies & HMO Tank Cleaner	287.33	60-445-4567	Treatment Plant Repair/Maint	65547	6/10/2021	06/21/2021
Total:	287.33	*Vendor Total				
METRONET						
467874						
Phone, Internet 5/24 - 6/23	770.34	01-430-4652	Phones and Connectivity	05242021-01	5/24/2021	06/21/2021
Phone, Internet 5/24 - 6/23	633.35	01-445-4652	Phones and Connectivity	05242021-02	5/24/2021	06/21/2021
Phone, Internet 5/24 - 6/23	717.66	60-445-4652	Phones and Connectivity	05242021-03	5/24/2021	06/21/2021
Phone, Internet 5/24 - 6/23	569.08	01-441-4652	Phones and Connectivity	05242021-04	5/24/2021	06/21/2021
Phone, Internet 5/24 - 6/23	1,755.90	01-440-4652	Phones and Connectivity	05242021-05	5/24/2021	06/21/2021
Phone, Internet- Silo 5/24 - 6/23	92.20	01-430-4652	Phones and Connectivity	05242021-06	5/24/2021	06/21/2021
Total:	4,538.53	*Vendor Total				
MSC Industrial Supply						
051190						
Brake Caliper Press	79.18	01-445-4511	Vehicle Repair and Maint	92161633	9/19/2021	06/21/2021
Total:	79.18	*Vendor Total				
Multisystem Management Company						
467966						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
COVID Cleaning- May 2021	606.00	01-445-4520	Public Buildings Rpr & Mtce	2589	6/8/2021	06/21/2021
Total:	606.00	*Vendor Total				
Neenah Foundry Company						
033530						
Frame/ Grate/ Curb Plate	385.00	01-445-4544	Storm Drain Maintenance	414052	5/25/2021	06/21/2021
Total:	385.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Spark Plugs	6.22	01-445-4511	Vehicle Repair and Maint	379671	5/10/2021	06/21/2021
Air Filters- Truck #191	44.60	01-445-4511	Vehicle Repair and Maint	379936	5/13/2021	06/21/2021
Wiper Blades	89.96	01-445-4511	Vehicle Repair and Maint	380028	5/14/2021	06/21/2021
Spark Plugs	8.20	01-445-4511	Vehicle Repair and Maint	380289	5/18/2021	06/21/2021
Power Drill	159.99	01-445-4870	Equipment	380444	5/19/2021	06/21/2021
Wax Dry	30.76	01-445-4511	Vehicle Repair and Maint	380573	5/20/2021	06/21/2021
Squad Parts	1,161.16	01-440-4511	Vehicle Repair and Maint	380970	5/25/2021	06/21/2021
Safety Gloves	83.37	01-445-4511	Vehicle Repair and Maint	381129	5/27/2021	06/21/2021
Towels & Detailer	37.48	01-445-4511	Vehicle Repair and Maint	381136	5/27/2021	06/21/2021
Total:	1,621.74	*Vendor Total				
Office Depot						
039370						
Office Supplies	-5.81	01-430-4411	Office Expenses	15772622700	2/23/2021	06/21/2021
Office Supplies	12.13	01-430-4411	Office Expenses	16286053200	3/23/2021	06/21/2021
Office Supplies	12.14	01-445-4411	Office Expenses	16286053200	3/23/2021	06/21/2021
Office Supplies	12.14	60-445-4411	Office Expenses	16286053200	3/23/2021	06/21/2021
Office Supplies	12.14	01-441-4411	Office Expenses	16286053200	3/23/2021	06/21/2021
Office Supplies	3.41	01-430-4411	Office Expenses	16288197000	3/23/2021	06/21/2021
Office Supplies	3.41	01-445-4411	Office Expenses	16288197001	3/23/2021	06/21/2021
Office Supplies	3.41	60-445-4411	Office Expenses	16288197001	3/23/2021	06/21/2021
Office Supplies	3.42	01-441-4411	Office Expenses	16288197001	3/23/2021	06/21/2021
Office Supplies	8.02	01-430-4411	Office Expenses	17325873500	5/25/2021	06/21/2021
Office Supplies	8.02	01-445-4411	Office Expenses	17325873500	5/25/2021	06/21/2021
Office Supplies	25.49	60-445-4411	Office Expenses	17325873500	5/25/2021	06/21/2021
Office Supplies	8.02	01-441-4411	Office Expenses	17325873500	5/25/2021	06/21/2021
Office Supplies	0.98	01-430-4411	Office Expenses	17325873500	5/28/2021	06/21/2021
Office Supplies	0.98	01-445-4411	Office Expenses	17325873500	5/28/2021	06/21/2021
Office Supplies	0.98	60-445-4411	Office Expenses	17325873500	5/28/2021	06/21/2021
Office Supplies	0.97	01-441-4411	Office Expenses	17325873500	5/28/2021	06/21/2021
Office Chair- Stevens	179.99	01-430-4870	Equipment	17493605900	5/26/2021	06/21/2021
Office Supplies	12.75	01-430-4411	Office Expenses	17625880300	5/28/2021	06/21/2021
Office Supplies	12.75	01-445-4411	Office Expenses	17625880300	5/28/2021	06/21/2021
Office Supplies	12.76	60-445-4411	Office Expenses	17625880300	5/28/2021	06/21/2021
Office Supplies	12.76	01-441-4411	Office Expenses	17625880300	5/28/2021	06/21/2021
Total:	340.86	*Vendor Total				
Ottosen DiNolfo						
031590						
Police Pension/ FOP	270.00	01-440-4260	Legal	135900	5/31/2021	06/21/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	270.00	*Vendor Total				
Paddock Publications, Inc.						
026910						
Plan Commission Posting	159.30	90-000-E144	Vequity - Orchard Commons	180417-01	5/19/2021	06/21/2021
Bid Ad- Rt31 Sidewalk	82.80	01-445-4506	Publishing	180417-02	5/19/2021	06/21/2021
Public Hearing Notice	115.00	90-000-E242	Oak St Townhome Development	180684	5/23/2021	06/21/2021
Total:	357.10	*Vendor Total				
Patriot Pavement Maintenance						
047970						
Crack Sealing 21- GM/ Final	72,760.00	10-445-4540	Streets & Alleys Rpr & Mtce	1621	5/26/2021	06/21/2021
Total:	72,760.00	*Vendor Total				
Paul L Buddy Plumbing & Heating						
021070						
RPZ Test/ Certification	1,012.50	60-445-4568	Watermain Rprs. & Rplcmts.	30305-01	5/26/2021	06/21/2021
RPZ Test/ Certification	1,012.50	01-445-4520	Public Buildings Rpr & Mtce	30305-02	5/26/2021	06/21/2021
Total:	2,025.00	*Vendor Total				
PDC Laboratories, Inc.						
031940						
SOC Sampling	767.50	60-445-4562	Testing (water)	I9466627	6/2/2021	06/21/2021
Total:	767.50	*Vendor Total				
Petty Cash, David Fisher						
007570						
Miscellaneous	57.53	01-440-4799	Misc.	06012021	6/1/2021	06/21/2021
Community Service	8.13	01-440-4498	Community Service	06012021-02	6/1/2021	06/21/2021
Postage	46.48	01-440-4505	Postage	06012021-03	6/1/2021	06/21/2021
Oil	29.01	01-440-4440	Gas & Oil	06012021-04	6/1/2021	06/21/2021
Equipment	10.00	01-440-4510	Equipment/IT Maint	06012021-05	6/1/2021	06/21/2021
Dues And Meetings	40.00	01-440-4390	Dues & Meetings	06012021-06	6/1/2021	06/21/2021
Total:	191.15	*Vendor Total				
Petty Cash, Mandy Flatt						
000900						
Wire For Photo Frames	8.97	01-430-4799	Misc.	04212021	4/21/2021	06/21/2021
Table Cloths- Board Room	25.57	01-410-4799	Misc. Expenditures	05032021	5/3/2021	06/21/2021
Ice For Shipping Water Samples	5.08	60-445-4562	Testing (water)	05062021	5/6/2021	06/21/2021
Meal On WMB- Kick	10.00	60-445-4799	Misc. Expenditures	05102021	5/10/2021	06/21/2021
Total:	49.62	*Vendor Total				
Physicians Immediate Care, North Chicago LLC						
049540						
Pre-Employment (2)	90.00	01-445-4799	Misc. Expenditures	4209722	6/4/2021	06/21/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	90.00	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Meter 4/1/21 - 6/30/21	47.25	01-430-4505	Postage	1018308755-C	6/10/2021	06/21/2021
Postage Meter 4/1/21 - 6/30/21	47.25	01-445-4505	Postage	1018308755-C	6/10/2021	06/21/2021
Postage Meter 4/1/21 - 6/30/21	47.25	60-445-4505	Postage	1018308755-C	6/10/2021	06/21/2021
Postage Meter 4/1/21 - 6/30/21	47.25	01-441-4505	Postage	1018308755-C	6/10/2021	06/21/2021
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Total:	189.00	*Vendor Total				
Precision Pavement Markings, Inc.						
050950						
Pavement Striping Installation	25,799.86	10-445-4540	Streets & Alleys Rpr & Mtce	3909	6/10/2021	06/21/2021
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Total:	25,799.86	*Vendor Total				
Priority Products, Inc.						
041340						
Screws, Nuts	905.89	60-445-4568	Watermain Rprs. & Rplcmts.	963213	5/25/2021	06/21/2021
<hr/>						
Total:	905.89	*Vendor Total				
Schaefer Greenhouses, Inc.						
029340						
Hanging Flower Baskets (17)	1,033.00	01-490-4761	Beautification Committee	102177	5/18/2021	06/21/2021
Flowers	4,390.82	01-490-4761	Beautification Committee	653111/1	5/17/2021	06/21/2021
<hr/>						
Total:	5,423.82	*Vendor Total				
Sebert Landscaping						
032840						
Mowing SSA4	964.00	17-004-4533	Maintenance	221751-01	5/28/2021	06/21/2021
Mowing SSA8	888.00	17-008-4533	Maintenance	221751-02	5/28/2021	06/21/2021
Mowing SSA9	276.00	17-009-4533	Maintenance	221751-03	5/28/2021	06/21/2021
Mowing SSA11	23.88	17-011-4533	Maintenance	221751-04	5/28/2021	06/21/2021
Mowing Public Property	3,409.99	01-445-4531	Grass Cutting	221751-05	5/28/2021	06/21/2021
<hr/>						
Total:	5,561.87	*Vendor Total				
SmithAmundsen LLC						
039030						
Local 150	712.50	01-445-4260	Legal	648701-01	6/4/2021	06/21/2021
General Rep	189.00	01-430-4260	Legal	648701-02	6/4/2021	06/21/2021
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Total:	901.50	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payment- May 2021	925.00	60-445-4510	Equipment/IT Maint	INV-006461	6/2/2021	06/21/2021
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Total:	925.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
St. Charles Trading, Inc.						
033210						
MIOX Salt	900.00	60-445-4438	Salt - Treatment	IN2112504	5/6/2021	06/21/2021
Total:	900.00	*Vendor Total				
Teska Associates, Inc.						
024820						
Route 31 TIF Amendment	4,893.60	12-438-4280	Professional/Consulting Fees	11177	5/28/2021	06/21/2021
Total:	4,893.60	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone 5/13 - 6/12	36.01	01-430-4652	Phones and Connectivity	9879716882-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	46.39	01-445-4652	Phones and Connectivity	9879716882-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	68.66	01-440-4652	Phones and Connectivity	9879716882-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	59.32	01-430-4652	Phones and Connectivity	9879716883-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	148.23	01-445-4652	Phones and Connectivity	9879716883-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	69.63	60-445-4652	Phones and Connectivity	9879716883-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	59.32	01-441-4652	Phones and Connectivity	9879716883-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	182.53	01-440-4652	Phones and Connectivity	9879716883-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	118.35	01-430-4652	Phones and Connectivity	9879716884-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	92.40	01-445-4652	Phones and Connectivity	9879716884-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	92.40	60-445-4652	Phones and Connectivity	9879716884-(5/12/2021		06/21/2021
Cell Phone 5/13 - 6/12	204.71	01-440-4652	Phones and Connectivity	9879716884-(5/12/2021		06/21/2021
Total:	1,177.95	*Vendor Total				
Water Products Company						
001170						
Distribution WM Repair Parts	208.50	60-445-4568	Watermain Rprs. & Rplcmts.	0302843	5/21/2021	06/21/2021
Total:	208.50	*Vendor Total				
WBK Engineering, LLC						
467655						
Eng Svcs- Mixed Use Bldg/ April 2021	1,403.47	90-000-E056	Randall Crossing Mixed Use	22047	5/21/2021	06/21/2021
Eng Svcs- SFR Plan Review/ April 2021	625.00	01-441-4255	Engineering	22048	5/21/2021	06/21/2021
Total:	2,028.47	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint/ May 2021	200.00	01-430-4512	Website Maintenance	30149	5/3/2021	06/21/2021
Total:	200.00	*Vendor Total				
Welch Bros. , Inc.						
025650						
Pipes (16)	205.60	01-445-4544	Storm Drain Maintenance	3130570	5/24/2021	06/21/2021
Concrete Pipe	224.00	01-445-4544	Storm Drain Maintenance	3130816	5/25/2021	06/21/2021
Pipe (16) Return Credit	-205.60	01-445-4544	Storm Drain Maintenance	3131116	5/26/2021	06/21/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	224.00	*Vendor Total				
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Report Total:	268,619.76					
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Accounts Payable

To Be Paid Proof List

User: mflatt
 Printed: 06/16/2021 - 10:27AM
 Batch: 00504.06.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
APWA						
031630						
APWA Member Dues- Young	215.00	60-445-4390	Dues & Meetings	04052021	4/5/2021	06/21/2021
Total:	215.00	*Vendor Total				
Beacon News						
025450						
Newspaper Renewal Thru 8/21/21	63.50	01-410-4799	Misc. Expenditures	05222021	6/22/2021	06/21/2021
Total:	63.50	*Vendor Total				
Frank Marshall Electric						
028510						
Electrical Work- Well #4	262.00	60-445-4565	Water Well Rpr & Mtce	90950	6/3/2021	06/21/2021
Total:	262.00	*Vendor Total				
Frontline Public Safety Solutions						
467850						
Yearly Subscription	3,462.00	01-440-4380	Training	FL20146	6/25/2021	06/21/2021
Total:	3,462.00	*Vendor Total				
Gregory Teets						
468132						
Fingerprint Fee Refund	30.00	01-320-3326	Fingerprinting	06112021	6/11/2021	06/21/2021
Total:	30.00	*Vendor Total				
Illinois Association of Code Enforcement						
019980						
Training- Augustyn	15.00	01-441-4380	Training	06112021	6/11/2021	06/21/2021
Total:	15.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ June 2021	38,125.75	01-440-4130	Health Insurance	062021-01	6/15/2021	06/21/2021
Health Insurance- Admin/ June 2021	8,353.48	01-430-4130	Health Insurance	062021-02	6/15/2021	06/21/2021
Health Insurance- CommDev/ June 2021	3,434.33	01-441-4130	Health Insurance	062021-03	6/15/2021	06/21/2021
Health Insurance- PW/ June 2021	13,605.14	01-445-4130	Health Insurance	062021-04	6/15/2021	06/21/2021
Health Insurance- Water/ June 2021	8,143.20	60-445-4130	Health Insurance	062021-05	6/15/2021	06/21/2021
Health Insurance- Retirees/ June 2021	1,963.63	01-000-2055	Payroll Deductions	062021-06	6/15/2021	06/21/2021
Health Insurance- Police Pension/ June 2021	2,245.78	01-000-2055	Payroll Deductions	062021-07	6/15/2021	06/21/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Life Insurance- PD/ June 2021	102.96	01-440-4135	Life Insurance	062021-08	6/15/2021	06/21/2021
Life Insurance- PW/ June 2021	37.44	01-445-4135	Life Insurance	062021-09	6/15/2021	06/21/2021
Life Insurance- Admin/ June 2021	18.72	01-430-4135	Life Insurance	062021-10	6/15/2021	06/21/2021
Life Insurance-CommDev/ June 2021	12.48	01-441-4135	Life Insurance	062021-11	6/15/2021	06/21/2021
Life Insurance-Water/ June 2021	15.60	60-445-4135	Life Insurance	062021-12	6/15/2021	06/21/2021
Vision- June 2021	707.80	01-000-2056	VSP - Employee Contributions	062021-13	6/15/2021	06/21/2021
Voluntary Life- June 2021	373.17	01-000-2052	Voluntary Life Insurance	062021-14	6/15/2021	06/21/2021
Total:	77,139.48	*Vendor Total				
Maggie Speaks, Inc						
468134						
Band July 3rd Fireworks	3,000.00	01-490-4758	Fireworks	BSE-71473	5/24/2021	06/21/2021
Total:	3,000.00	*Vendor Total				
Municipal Marking Distributors, Inc.						
026320						
Field Books & Ruler	113.00	01-445-4870	Equipment	31805	6/3/2021	06/21/2021
Total:	113.00	*Vendor Total				
Municode						
038650						
Municipal Code Hosting 6/1/21 - 5/31/22	950.00	01-410-4260	Legal	00357977	6/2/2021	06/21/2021
Administrative Support Fee 6/1/21 - 5/31/22	350.00	01-410-4260	Legal	00358345	6/2/2021	06/21/2021
Total:	1,300.00	*Vendor Total				
Office Depot						
039370						
Office Supplies	18.72	01-430-4411	Office Expenses	17652157800	6/2/2021	06/21/2021
Office Supplies	18.72	01-445-4411	Office Expenses	17652157800	6/2/2021	06/21/2021
Office Supplies	18.72	60-445-4411	Office Expenses	17652157800	6/2/2021	06/21/2021
Office Supplies	18.72	01-441-4411	Office Expenses	17652157800	6/2/2021	06/21/2021
Total:	74.88	*Vendor Total				
Paddock Publications						
044240						
Subscription 6/5 - 7/30	69.60	01-430-4411	Office Expenses	06052021	6/5/2021	06/21/2021
Total:	69.60	*Vendor Total				
Paul L Buddy Plumbing & Heating						
021070						
Custodial Supplies- PD	402.00	01-445-4520	Public Buildings Rpr & Mtce	30329	6/1/2021	06/21/2021
Total:	402.00	*Vendor Total				
Petty Cash, Mandy Flatt						
000900						
Supplies To Loosen Valve	3.76	60-445-4799	Misc. Expenditures	06072021	6/7/2021	06/21/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	3.76	*Vendor Total				
Porter Lee Corporation						
468005						
Evidence Software	1,375.00	01-440-4110	FICA Soc. Sec. & Medicare	25418	6/1/2021	06/21/2021
Total:	1,375.00	*Vendor Total				
Ronald R. Lemen						
030560						
July 3rd Fireworks - Audio Co	1,800.00	01-490-4758	Fireworks	07032021	5/17/2021	06/21/2021
Total:	1,800.00	*Vendor Total				
Sebert Landscaping						
032840						
CE Mowing Abatement	163.00	01-441-4531	Grass Cutting	S536414	6/9/2021	06/21/2021
Total:	163.00	*Vendor Total				
Springbrook Software LLC						
467920						
CivicPay Online	3,480.00	60-445-4510	Equipment/IT Maint	INV-006527-(6/2/2021		06/21/2021
UB Annual Maint	5,600.70	60-445-4510	Equipment/IT Maint	INV-006527-(6/2/2021		06/21/2021
Finance Annual Maint	16,524.28	01-430-4510	Equipment/IT Maint	INV-006527-(6/2/2021		06/21/2021
Total:	25,604.98	*Vendor Total				
Water Resources						
010380						
MIU To Reg Adapters	150.00	60-445-4480	New Meters,rprs. & Rplcmts.	34799	6/3/2021	06/21/2021
2" Meter/ Flange- 111 N. River Rd	1,685.00	60-445-4480	New Meters,rprs. & Rplcmts.	34800	6/3/2021	06/21/2021
Total:	1,835.00	*Vendor Total				
Woods, Krissi						
468133						
Band for July 3rd Fireworks	2,000.00	01-490-4758	Fireworks	BSE-71641	6/14/2021	06/21/2021
Total:	2,000.00	*Vendor Total				
Xerox Corporation						
040890						
Copier Maint- May 2021	85.00	01-440-4510	Equipment/IT Maint	013501712	6/1/2021	06/21/2021
Total:	85.00	*Vendor Total				
Report Total:	119,013.20					



June 2, 2021

Mr. Michael Toth
Village of North Aurora
Community & Economic Development Director
25 E. State Street
North Aurora, IL 60542

Subject: Randall Crossing Lot 3 Mixed Use Building Letter of Credit Reduction Request #2
North Aurora, IL (WBK Project No. 20-0105.B)

Dear Mr. Toth,

WBK Engineering, LLC (WBK) has reviewed the status of the Letter of Credit (LOC) on file for the Randall Crossing Lot 3 development. Based on the remaining items on the updated final punch list we find the project to be substantially complete. In accordance with the Village's Municipal Code (Chapter 16.20.050) a LOC in the amount of 20% of the original engineer's estimate to complete the public improvements shall remain on file for a one-year maintenance period. The sanitary sewer, water main, and storm sewer items shall be considered public improvements, which total \$60,550.00 per the original engineer's estimate. Therefore, the LOC shall be reduced to 20% of the public improvements which is \$12,110.00.

Per the LOC Reduction Request dated March 3, 2021, the LOC was previously reduced to \$31,725.50 per the status of the project. At this time, the LOC can be further reduced from \$31,725.50 to \$12,110.00. This amounts to an overall reduction of the LOC by \$19,615.50.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Vince Di Prima", with a long horizontal flourish extending to the right.

Vince Di Prima, P.E.
Municipal Practice Manager

CC: John Laskowski, Village of North Aurora
Brandon Tonarelli, Village of North Aurora
Randy Mueller, Mikols Construction, Inc.
Edwin Roberts, KDR Holdings, LLC

VILLAGE OF NORTH AURORA

RESOLUTION No. _____

**RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION
TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD
AND REDUCTION OF CASH SURETY FOR PUBLIC IMPROVEMENTS FOR THE RANDALL
CROSSING MIXED USE BUILDING LOCATED AT 1101 RITTER STREET**

WHEREAS, the Developer has substantially completed the public improvements associated with the Randall Crossing Mixed Use Building located at 1101 Ritter Street (the “Public Improvements”); and

WHEREAS, the Developer has requested that the Village acknowledge substantial completion of the Public Improvements, authorize a reduction of the associated surety to the one-year maintenance amount, and trigger the beginning of the one-year maintenance period; and

WHEREAS, WBK Engineering, LLC, the Village engineers overseeing the Development (the “Village Engineer”), confirms the substantial completion of the public improvements, has created a one-year maintenance punchlist and recommends initiation of the one-year maintenance period.

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby acknowledges substantial completion of the Public Improvements.
3. The surety for the Public Improvements is hereby authorized to be reduced from \$31,725.50 to \$12,110.00 as determined by the Village Engineer.
4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punchlist items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 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 _____

VILLAGE OF NORTH AURORA

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.

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk



RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF NORTH AURORA AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION**

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

SECTION ONE: The Agreement dated _____, 2021, between the Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of North Aurora.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon 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.

Mark Gaffino, Village President

ATTEST:

Village Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEES DIVISION**

AND

Village of North Aurora

June 1, 2021 THROUGH May 31, 2024

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union") and Village of North Aurora, Illinois, (hereinafter referred to as the "Employer"), on behalf of certain employees described in Article I.

ARTICLE I **RECOGNITION**

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED**

Employees in the classifications of Public Works Laborer ,Water Department Laborer, Foreman and Lead Water Plant Operator employed by the Village of North Aurora.

****EXCLUDED**

All sworn peace officers; elected officials of the Village of North Aurora; all supervisory, managerial or confidential employees within the meaning of the Act employed by the Village of North Aurora; all other employees of the Village of North Aurora.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II **MANAGEMENT RIGHTS/UNION RIGHTS**

SECTION 2.1:

All rights, powers, functions, and authority which the Employer had prior to the signing of this Agreement are retained by the Employer except as those rights, powers, functions or authority are expressly and specifically abridged, modified, or limited by this Agreement

SECTION 2.2:

The rights which are vested exclusively in the Employer, except as abridged by an express and specific provision of this Agreement as interpreted in accord with the Grievance Procedure in Article I, include, but are not limited to, the right: to determine the organization and operations; to determine and change the purpose, composition, and function of any and each of its departments; to set standards for the service to be offered to the public; to direct the employees, including the right to assign work and overtime (including assigning employees to different jobs as needed to insure maximum mobility of employees and efficiency of operations); to introduce new and improved methods or facilities or to change existing methods or facilities; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or for economic reasons; to subcontract work for the following reason(s): excess service requirements, technical or technological reasons, lack or condition of equipment or qualified employees, or economics; to establish or modify work schedule, and to determine the number of specific hours worked; to establish, modify, combine or eliminate job positions or classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to determine and manage all matter which the Employer is not required to bargain in accord with the Act.

SECTION 2.3:

None of the foregoing shall be used in violations of any of the express provisions of this Agreement.

SECTION 2.4: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

After providing notice to the Superintendent of the Public Works Department or Superintendent of Water Operations, or his or her designee, via cellular telephone, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule. Meetings between any management official and the Union will be arranged at least one week in advance.

SECTION 2.5: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed up to three (3) days off, without pay, for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.6: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board of suitable size a space allows at each work location. The board shall be for the sole and exclusive use of the Union. Items or information posted shall not be political, partisan, defamatory or inflammatory in nature. Items

or information posed shall not contain anything reflecting negatively upon the Employer or any of its employees.

ARTICLE III **UNION DUES/FAIR SHARE CHECKOFF**

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs;
- (C) Voluntary Fair Share Payments.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV
HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

The workday for bargaining unit employees is from 7:00 a.m. to 3:30 p.m. Monday through Friday. The Employer may fix and/or change the schedule of hours consistent with its goal to best serve the public needs, provided that the change in the workday or workweek is bargaining unit wide. Absent an emergency, the Employer shall provide no less than 14 calendar days advance notice of such changes in an employee's regular schedule to the Union and shall offer the Union an opportunity to bargain over the issue. The Village will not change an employee's work schedule if the purpose of such change is to diminish overtime opportunities. No change will result in a reduction of the normal work hours of eight (8) or forty (40) hours per week, Monday through Friday.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees scheduled to work eight (8) hours or more shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees may choose to combine the two (2) fifteen (15) minute paid breaks into one (1) thirty (30) minute paid break to be taken in the first half of the work day, upon approval of the Superintendent of Public Works or his/her designee.
- (B) Employees shall be granted a one half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, and his or her foreman grants prior approval per the status quo, employees shall be allowed to leave work forty-five (45) minutes early, or shall be compensated at the appropriate rate of overtime.

- (C) When the heat index is 90 degrees or more, the Employer will provide water and rest periods consistent with OSHA standards for working in hot weather and when the weather is 32 degrees or less, the Employer will provide water and rest periods consistent with OSHA standards for working in cold weather.

SECTION 4.3: MANDATORY REST PERIOD

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours rest. The only exceptions to this rule are in situations of emergency, as reasonably determined by the Village. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission, if in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined.

SECTION 4.4: MEAL ALLOWANCE

An employee who is required to work overtime shall be eligible for a meal or meal money reimbursement based on the following:

- (A) Every four (4) consecutive hours of non-scheduled overtime, unless otherwise directed, each employee may take a maximum of up to thirty (30) minutes for a designated mealtime.
- (B) Each employee shall be permitted to spend up to \$15.00 per meal.
- (C) Employees shall be reimbursed for meals within two weeks, based on Board approval.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal workday, as defined in Section 1 of this Article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays (observed and actual holidays), and for all hours worked on Sundays.
- (C) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.
- (D) Overtime worked that equals ten (10) or more hours, whether paid at a straight time or overtime rate of pay, shall be issued in a separate check if so requested by the employee.
- (E) In the event that the Water Division Superintendent chooses to delegate and designate, at his/her discretion, a qualified employee to be responsible for remote periodic monitoring and operating of the Village's SCADA systems during non-regular working hours, the compensation will be one (1) hour of overtime (or double time if appropriate on a holiday) per day that the task is assigned.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion

may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency and snow situations, unless the employee has received previous authorization or a bona fide reason exists for refusal.

Part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable (due to an excused or unexcused absence), the employer may work part-time, temporary, seasonal or other non-bargaining unit personnel on said overtime without violating the Agreement.

Supervisory personnel shall be permitted to perform work within the bargaining unit under the following circumstances only:

- (a) When giving instruction or training;
- (b) In order to overcome an emergency or unforeseen circumstance, provided that bargaining unit employees are immediately called in to perform the work once they arrive.

If the Employer assigns an employee to perform a classification other than the employee's regular classification, the employee shall receive the higher of the employee's regular rate of pay or the rate of the job for the other classification.

SECTION 4.7: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hour, as defined in Section 1 of this Article. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. A call back shall commence at the time the employee is called. The

employee is expected to respond promptly and without delay. It is expressly agreed that the employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours.

SECTION 4.8: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in one hour increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than a rolling eighty (80) hours of compensatory time.

SECTION 4.9: ON-CALL/CALLOUT PROCEDURE

On-call employees shall receive eleven (11)) hours of pay at regular straight time rate for each week of on-call duty, in addition to any compensation for hours worked that week. Employees on-call during a Holiday week shall receive an additional three (3) hours regular straight time rate for that week of on-call duty, in addition to any compensation for hours worked that week.

An on-call employee whom becomes unable to fulfill his/her status as on-call employee may find an alternate to cover his duty. The alternate on-call employee shall receive the on-call pay for the time he/she has been on-call. For example, if the alternate on-call employee covers three (3) days of on-call duty, he shall receive 5.4 hours of straight time pay.

1. Street Division On-call

- a.** The Street Division On-Call schedule shall consist of a rotation to be determined by the members of the bargaining unit. The Union shall provide the rotation list, and any amendments thereto that may be made by the Union, to the Street

Superintendent or his/her designee. The employee on rotation shall be on-call starting Friday at 3:30 pm through the following Friday at 7:00 am and shall respond to any and all calls from Dispatch or the Village.

- b. Street Division employees shall be compensated eleven (11) hours per week to be on-call, but will no longer be responsible for weekend or holiday reading of wells or checking the water treatment plants. Holiday compensation shall be in accordance with the terms of the Agreement.

2. Water Division On-Call

- a. The Water Division On-Call schedule shall consist of a rotation to be determined by the members of the bargaining unit. The Union shall provide the rotation list, and any amendments thereto that may be made by the Union, to the Water Superintendent or his/her designee. The employee on rotation shall be responsible for reading wells on Saturday and Sunday mornings.
- b. The Water Division employee on rotation shall be compensated for five and one half (5.5) hours per week (2.75 hours of compensation for being on call on Saturday and Sunday) for reading wells and making minor adjustments during reads while on call.
- c. Water Division employees on rotation shall also be responsible for reading the wells and checking the water treatment plant on holidays that falls on any weekday during the week subsequent to their on-call rotation. In addition to receiving eight (8) hours of holiday pay pursuant to Section 9.3 of the Agreement, employees shall be entitled to 2.75 hours of compensation for reading duties on a holiday that falls Monday through Friday. One hour of additional compensation

will be paid to the Water Division employee on-call and responsible for reading the wells and checking the water treatment plant on either the actual holiday or the observed holiday (one hour each day as applicable).

- d. Water Division employees shall no longer be responsible for “lift stations.”
- e. Assignments of work beyond reading and adjusting wells while on-call shall be compensated pursuant to the overtime provisions in the Article IV of the Agreement.

3. On-Call Procedure

Village employees shall utilize the following on-call procedures:

- a. The Village Dispatch will initiate the on-call procedures by contacting the Street Division employee on-call pursuant to the rotation list.
- b. If the Street Division employee determines that the call involves an emergency Water Division issue, an emergency is defined as a hazardous condition that has the potential to effect persons or property, the Street Division employee will attempt to fix the problem. If the employee cannot resolve the emergency water issues or the issues is determined to be a non-emergency water issue, the on-call employee shall contact the Water Division employee on the water read rotation for the weekend, followed by the other two Water Division employees.

Management and/or the on-call employee retains the discretion to call in the closest employee available to isolate and/or mitigate the emergency. The on-call or on rotation employee shall still be called in to assist with the issue, unless it is decided that the call out requires no further action upon arrival.

- c. If no Water Division employee is available to work, the on-call Street Division employee will then call the Water Superintendent. It will then be the Street Division employee's responsibility to resolve the issue unless the Water Superintendent determines otherwise.
- d. During a call out, the responding employee shall attempt to address all issues within their capabilities regardless of Division.

ARTICLE V **SENIORITY**

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a seniority list for the bargaining unit showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. Any probationary period can be extended by a period of up to three (3) months.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

The Village of North Aurora in its reasonable discretion shall determine whether layoffs are necessary and shall determine which classifications will be subject to layoff. If it is determined that layoffs are necessary in any position covered by this Agreement, any temporary or part-time employees in the affected position shall be laid off first, followed by probationary employees in the affected position, and then followed by the next least senior employees in the position in reverse order of their seniority.

In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into any classification or position for which he/she is qualified, provided that he has more seniority than any other person in that classification or position. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then likewise

exercise any bumping rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twenty-four (24) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII **DISCIPLINARY PROCEDURES**

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Prior to actual imposition of suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be

informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline which is commensurate with the severity of the offense, up and including immediate discharge.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the Employer shall notify the employee of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union Steward or the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: PUBLIC WORKS DIRECTOR

The Union may submit a written grievance to the Department Head within seven (7) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Department Head or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Department Head shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Department Head shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP TWO: VILLAGE ADMINISTRATOR

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Village Administrator within seven (7) business days of the response in step one or when such response was due. The Village Administrator or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The

person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form that contains a scrivener's error, such as an incorrect date, section citation or other procedural error shall not be grounds for denial of the grievance. If a grievance is denied because of a scrivener's error, the Grievant or Union has five (5) additional days to resubmit a corrected grievance form.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the

parties may, in any individual case (except discharge cases), extend this limit by mutual agreement.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives and one (1) alternate bargaining representative shall be designated by the Union as the Stewards. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX **HOLIDAYS**

SECTION 9.1: GENERAL INFORMATION

Holidays for bargaining unit members are:

New Year's Day	Labor Day
New Year's Eve Day	Veterans Day
Spring Holiday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

It is expressly agreed to by both parties that two (2) bargaining unit members shall be permitted to use accrued time off (such as vacation or personal time) for the Day after Christmas every year. The two (2) bargaining unit members will be determined by seniority for the first year and then every year thereafter on a rotating basis. The two (2) bargaining unit members may be required to work the day after Christmas if an unexpected emergency occurs.

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees.

SECTION 9.2: SPECIFIC APPLICATIONS

- (A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday, in accordance with the Village of North Aurora holiday schedule.
- (B) Paid time off to vote will be made available in accordance with State law.

SECTION 9.3: HOLIDAY PAY

All full-time employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday (actual or observed) shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

SECTION 9.4: PERSONAL DAYS

All employees shall be entitled to three (3) personal days off with pay per year. Personal days shall be given on January 1 of each calendar year. Where practicable, employees shall request permission from his/her supervisor to use a personal day as soon as practicable in advance of the personal day. Any personal days not used within the calendar year shall not be carried over to the next calendar year. Personal days can be used in increments of four (4) hours, unless mutually agreed otherwise by the employee and Employer.

SECTION 9.5: SAFETY INCENTIVE DAY

If an employee in the bargaining unit does not suffer any recordable time off injury or at fault vehicular accident in the previous fiscal year then he shall be awarded one (1) personal day or eight (8) hours regular straight time pay at the employee's discretion. The Village of North Aurora reserves the right, without creating precedent, to award all or some bargaining unit employees, at the Village's sole discretion, a safety incentive day if a recordable time off injury or at fault vehicular accident occurs in the previous fiscal year.

ARTICLE X **VACATIONS**

SECTION 10.1: VACATION ACCRUAL

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Amount</u>	<u>Accrual Rate</u>
Start Through Completion of 3 Years	2 Weeks (80 Hours)	3.333
Beginning Year 4 Through Completion of Year 5	2 ½ Weeks (100 Hours)	4.166
Beginning Year 6 Through Completion of Year 10	3 Weeks (120 Hours)	5.000
Beginning Year 11 Through Completion of Year 20	4 Weeks (160 Hours)	6.666
Beginning Year 21 and After	5 Weeks (200 Hours)	8.333

SECTION 10.2: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) Employees may carry unused vacation time from year to year, with a maximum accumulation of one week. The Village Administrator may approve a temporary accumulation of vacation leave greater than the Maximum Accrual, at its sole discretion based on the operation needs of the unit and Village. Such additional accrual may not exceed two (2) additional weeks of vacation leave greater than the Maximum Accrual. Employees granted a temporary accumulation of vacation leave greater than the Maximum Accrual must use enough vacation leave within a twelve (12) month period after Village Administrator approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.
- (C) New employees shall be eligible for vacation usage immediately after successfully completing their probation period.
- (D) Vacation may be used in minimum increments of four (4) hours or more.

- (E) Requests for vacation time shall be made in accordance with the policy contained in the Employer's Personnel Manual. Vacation days are authorized by the Department Head on the basis of seniority recognizing that vacation schedules are subject to the workload of the Department. The scheduling of all vacation days is subject to prior approval by the Department Head or Superintendent, or his/her designee.
- (F) Employees shall be permitted to use all earned vacation time consecutively, subject to the operational needs of the Department.

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary at his/her current rate of pay.

ARTICLE XI **SICK LEAVE**

SECTION 11.1: SICK LEAVE ACCRUAL

Employees shall accrue sick leave at the rate one (1) day per month, with a maximum accumulation of sixty (60) days. Should the Employer offer any other employee or group of employees a better sick leave buyback program, bargaining unit employees shall automatically receive the same benefit. An employee who does not use any sick days during a calendar year will be given one (1) extra day's pay during the last pay period of the year.

SECTION 11.2: SICK LEAVE USE

Sick leave may be granted in minimum one (1) hour increments for any of the reasons listed below:

- (A) Incapacitation due to illness, injury or disability.

- (B) Personal medical or dental appointments.
- (C) Family illness which requires the employee's presence. Family shall be defined as in Section 12.3.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

ARTICLE XII LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted at the Employer's sole discretion.

SECTION 12.3: FUNERAL LEAVE

An employee will be granted funeral leave with pay based on the following schedule:

1. Funeral of spouse, child or stepchild – up to five (5) days.
2. Funeral of immediate family members except as noted in (1) above – up to three (3) days. Up to two (2) additional days may be granted for travel if distance is more than 250 miles one way.
3. Immediate family for these purposes is defined as mother, father, brother, sister, step father, step mother, grandparent, grandparent in law, grandchild, mother in law, father in law, brother in law and sister in law.

4. Funerals for aunts, uncles, nieces, nephews are limited to one (1) day.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

The Employer shall comply with all applicable law.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Employees will be required to turn over all checks received for jury duty.

SECTION 12.6: MILITARY LEAVE

The Employer shall comply with all applicable state and federal laws.

ARTICLE XIII **MEDICAL/HOSPITALIZATION/DENTAL INSURANCE**

The Employer shall provide the same health insurance coverage at the same costs as to other non-bargaining unit Village employees.

ARTICLE XIV **EMPLOYEE TRAINING AND EDUCATION**

SECTION 14.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, exclusive of travel time for which employees shall be paid at their normal straight time rate, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement shall be paid at the rate set by the IRS. Employees shall be reimbursed for meals as per past practice and procedure, pursuant to the submission of receipts. Reimbursement occurs as follows: up to ten (\$10.00) dollars for breakfast, up to fifteen (\$15.00) dollars for lunch and up to twenty (\$20.00)

dollars for dinner per pay, with the submission of receipts. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging. All reimbursements made to the employee shall be paid on the pay period following Board approval of the bill listed.

SECTION 14.2: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to or who currently have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. Employees shall be permitted to renew such license during work hours without loss of pay.

SECTION 14.3: EDUCATIONAL INCENTIVE

The Employer agrees to provide the same education reimbursement benefit that is provided to non-bargaining unit employees.

SECTION 14.4: CERTIFICATION INCENTIVE

The Employer shall pay an additional .25¢ cents per hour for all non-CDL licenses or certifications required by the Village or as reasonably determined by the Village to be reasonably beneficial to the operations of the Department. Water Division employees shall receive an additional .25¢ cents per hour for each level of water license, up to and including a B license and passing the appropriate coursework, fieldwork, and a practical test of knowledge. The practical test of knowledge shall be given by the Water Division Superintendent within two (2) months of completion of the designated coursework and fieldwork.

SECTION 14.5: IUOE LOCAL 150 TRAINING SITE

The parties agree that Employees shall be entitled to use the IUOE Local 150 training site in accordance with Appendix B.

ARTICLE XV
SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued. In the event that the employee disagrees with the determination of the supervisor, the employee shall inform the /her of Public Works or his designee of the unsafe working condition, equipment or vehicle, who shall then have the responsibility to determine what action, if any, should be taken.

ARTICLE XVI
LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within two (2) weeks of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards and affected bargaining unit employees may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances and arbitrations shall not be discussed at such meetings. Attendance at labor management meetings shall be voluntary on the employee's part and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. In the event the meeting is scheduled during working time, designated employee representatives shall attend without loss of pay. The Union shall notify the Village in advance as to who will attend the meeting. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE XVII NO SUBCONTRACTING

There shall be no subcontracting of work primarily performed by bargaining unit members that will result in layoff or a reduction in hours of work. The Employer retains the right to subcontract out work that has historically been subcontracted out in the past.

ARTICLE XVIII UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS/BOOTS

The Employer shall provide five hundred and fifty dollars (\$550.00) per year for the purchase of logo and name stitched t-shirts, pants, socks, insulated socks for winter, insulated clothing, sweatshirts, and boots. The Employer shall provide each employee with a Village approved or comparable Carhartt coat and bib overalls every three (3) years or where there is

excessive wear or damage, whichever occurs first. An employee's clothing and boot allowance shall both commence in June of each year.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed up to one hundred (\$100.00) dollars every year, for purchasing prescription safety glasses upon the employee submitting a receipt. Reimbursement will be made immediately following Village Board approval.

ARTICLE XIX **PERSONNEL RECORDS**

SECTION 19.1: PERSONNEL RECORDS

Employees may request that they or their representative review their personnel records up to two times per year. Within seven (7) days of the request, personnel records shall be available during non-working hours for an employee and or his/her designee to review.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at no charge to the employee, within seven (7) business days.

SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS

All disciplinary records shall not be used for purposes of progressive discipline after twelve (12) months from occurrence, provided the conduct which led to the discipline has not recurred during that time period. The following shall not be removed from an employee's disciplinary record: discipline resulting from discrimination, harassment, workplace violence, and any valid violation of the Drug and Alcohol Policy.

ARTICLE XX
NON-DISCRIMINATION

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on any basis protected under state or federal law. Furthermore, the Union and the Employer agree not to discriminate against any employee on the basis of his or her political affiliations and/or beliefs. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 20.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE XXI
NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike. In the event the employees strike, the Union agrees it will, within twenty-four (24) hours, provide written notification to employees in the bargaining unit that his or her activity is prohibited by this Agreement and that the Union does not support or condone the strike.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

ARTICLE XXIII
WAGES

SECTION 23.1: WAGE RATES

Bargaining unit personnel shall receive an annual COLA at the following rates:

June 1, 2021 – 2.75%

June 1, 2022 – 2.75%

June 1, 2023 – 2.75%

June 1, 2021 through May 31, 2022:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$24.56	\$25.67	\$26.91	\$28.26	\$29.67	\$31.10	\$32.53	\$34.13
Water Division Laborer	\$24.56	\$25.67	\$26.91	\$28.26	\$29.67	\$31.10	\$32.53	\$34.13
Foreman	\$32.84	\$34.14	\$35.45	\$36.82	\$38.27	\$40.04	\$41.87	\$43.79
Lead Water Operator	\$32.84	\$34.14	\$35.45	\$36.82	\$38.27	\$40.04	\$41.87	\$43.79

June 1, 2022 through May 31, 2023:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$25.24	\$26.38	\$27.65	\$29.04	\$30.49	\$31.96	\$33.42	\$35.07
Water Division Laborer	\$25.24	\$26.38	\$27.65	\$29.04	\$30.49	\$31.96	\$33.42	\$35.07
Foreman	\$33.74	\$35.08	\$36.42	\$37.83	\$39.32	\$41.14	\$43.02	\$44.99
Lead Water Operator	\$33.74	\$35.08	\$36.42	\$37.83	\$39.32	\$41.14	\$43.02	\$44.99

June 1, 2023 through May 31, 2024:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$25.93	\$27.11	\$28.41	\$29.84	\$31.33	\$32.84	\$34.34	\$36.03
Water Division Laborer	\$25.93	\$27.11	\$28.41	\$29.84	\$31.33	\$32.84	\$34.34	\$36.03
Foreman	\$34.67	\$36.04	\$37.42	\$38.87	\$40.40	\$42.27	\$44.20	\$46.23
Lead Water Operator	\$34.67	\$36.04	\$37.42	\$38.87	\$40.40	\$42.27	\$44.20	\$46.23

SECTION 23.2: TEMPORARY ASSIGNMENT PAY

The Superintendent may designate a bargaining unit member to act in a supervisor capacity during his or her absence. During the designated time, an individual will receive the next highest wage scale for all hour worked in the acting capacity.

When the Water Division Superintendent is unavailable he, or his designee, shall designate a Water Division employee to act in his place. The employee designated shall receive temporary assignment pay at the next highest level of the lead water operator wage scale for all hours worked on a weekday and for all hours worked on a weekend. Should the lead water operator be designated he/she shall receive the Water Superintendents' rate of pay for the all hours worked on a weekday and for all hours worked on a weekend. The five and one-half (5.5) hours of straight time pay received for reading the wells on Saturday and Sunday shall also be at the higher rate of pay.

ARTICLE XXIV DRUG AND ALCOHOL POLICY

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix A, attached hereto and made a part hereof.

ARTICLE XXV
FILLING OF VACANCIES

SECTION 25.1: POSTING

Whenever there is a vacancy in an existing job classification or that a new bargaining unit job has been created in the bargaining unit, a notice of such vacancy, with description and/or explanation of such vacancy, shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Employer will fill those vacancies by employing the most qualified bargaining unit member who meets the qualifications for the position, or who could become qualified with a reasonable period of training.

ARTICLE XXVI
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII
TERMINATION

This Agreement shall be effective as of the first day of June, 2021 , and shall remain in full force and effect until the 31st day of May of 2024 , whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that

it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____, in Village of North Aurora.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,

James M. Sweeney
President/Business Manager

Deanna M. Distasio,
Attorney

VILLAGE OF NORTH AURORA
Village President

APPENDIX A

DRUG AND ALCOHOL POLICY (For Both CDL and Non-CDL Drivers)

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform any work if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines

2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication that may impair the employee's ability to safely perform his or her job duties and/or whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident, and:
 - a. The accident involved injury requiring medical treatment away from the scene; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical treatment away from the scene; or
 - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

- b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Bargaining unit employees are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be

determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

- 1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
- 2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
- 3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site

- a. Once a drug test is announced, an employee shall go directly to the collection site. If the test is being conducted post accident or for reasonable suspicion, the employee will be transported to the collection site.
- b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
 - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine

specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.

- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.

d. Screening Test

- 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.

- f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.
 - d. Signs a Last Chance Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:

- a. Is evaluated by a Substance Abuse Professional (SAP); and
- b. Complies with and completes any treatment program recommended by the SAP; and
- c. Completes the return to duty testing requirements set forth above with a negative result.
- d. Signs a Last Chance Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.

2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing
 - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
 - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
 - c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.
2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

APPENDIX B

IUOE LOCAL 150 TRAINING SITE

The International Union of Operating Engineers, Local 150, operates a skill improvement training site in Plainfield, Illinois. This site is funded by hourly contributions made by employers on behalf of Union members. Union members working for municipalities have previously been ineligible to use the training site because their employers did not make contributions on these members' behalf. Pursuant to relevant collective bargaining agreements, private employers make contributions for each and every member of Local 150 whom they employ. In recognition of the fact that Village of North Aurora employs some Union members whose job duties do not include work traditionally performed by equipment operators, Local 150 agrees to waive the requirement that Village of North Aurora make contributions on behalf of all Union members. The Union and Village of North Aurora hereby agree that specific Union members working for Village of North Aurora shall be eligible to utilize the training site for a period of one (1) year, beginning on January 1, 2007, pursuant to the terms below.

Available Training: Trained instruction in operation of equipment used by or anticipated to be used by Village of North Aurora and certain classroom courses relevant to municipal work (see attached sample list). Contribution rate: \$0.35/hour per employee, based on 160 work hours per month. Payments shall be remitted on a monthly basis to "Operating Engineers Local 150 Apprenticeship Fund" at Midwest Operating Engineers Fringe Benefit Funds, P.O. Box 74632, Chicago, Illinois 60675-4632. Designated Employees: Village of North Aurora may designate any members of Local 150 whom it employs to be eligible to utilize the training site, and agrees to make monthly contributions on behalf of those employees for the entire one (1) year period. A

list of designated employees shall be attached to this Agreement and made a part thereof. Should a designated employee leave the bargaining unit or withdraw from the Union during the term of this Agreement, Village of North Aurora may substitute another employee in his/her place, so long as Village of North Aurora pays the entire amount for the one (1) full year period. Village of North Aurora may designate additional employees by giving notice to the Union and beginning payment as set out above. Available Hours: The training site is open from 7 a.m. to 4:30 p.m. Monday through Friday, and 7 a.m. to 3:30 p.m. on Saturday, weather permitting. Eligible employees shall be paid at the appropriate rate for all hours spent at the training site, pursuant to the parties' collective bargaining agreement.

Examples of Available Equipment

Rubber Tire Loader;
Track Loader;
Dozers;
Combination Backhoe;
Track-Hoe;
Skid Steer;
Gradall;
Graders;
Forklift;
Commercial Driver's License Equipment;
Rollers;
Sheep's Foot.

Examples of Available Training

CDL Study Material;
CDL Road Tests;
Forty-hour Hazardous Materials Training Class;
Eight-hour Hazardous Materials Refresher Class;
OSHA Ten-hour Class;
Grade and Stake Class;
Surveying Class.

Memorandum



To: Village President and Village Board of Trustees

From: Steven Bosco, Village Administrator

Date: 6-15-21

Re: Operations and Services Committees

In June 2009, the Development, Finance, Public Facilities and Public Safety Committees were created as a way to give Village Trustees more direct interaction with staff on important topics as they arose, while also allowing the Village staff to vet ideas with Village Board members before determining whether to move forward with a full Village Board discussion.

In 2017 the Village Board reviewed the structure of the four committees as it became evident that the committees were not meeting as regularly as intended. The lack of meetings were driven by two primary reasons. First, Village staff members often need to address the entire Village Board on major topics, thus almost all committee discussions are brought to the Committee of the Whole. Second, when time is of the essence, such as in certain dealings with economic development, going straight to the Committee of the Whole allows the staff to keep the process moving forward in a business-friendly manner by reducing extra meetings.

The Village Board ultimately chose to restructure the four committees into the current Operations and Services Committees. Each of the current committees is comprised of the Village President and three Trustees. The Operations Committee addresses topics relative to the budget, audit, human resources, development, economic development and the municipal code. The Services Committee addresses topics relative to police, public works, facilities and capital improvements. Similar to the previous committee structure, many of these committee meetings are cancelled for lack of an agenda so that staff can address the entire Village Board at once at the Committee of the Whole.

The Village President has indicated that he is interested in full Village Board committee discussions and would like feedback from the Village Board as to whether these committees should continue in their current format or if the Village Board

would like to dissolve the committees. If the committees were dissolved, staff would utilize the Committee of the Whole for Village Board committee level discussion.

The Village Board reviewed the current Trustee Committee structure at the June 7th Committee of the Whole meeting and had no concerns with dissolving the Operations and Services Committees in order to utilize the Committee of the Whole for committee discussions. Attached is a resolution dissolving the Operations and Services Committees.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

**A RESOLUTION DISSOVLING THE NORTH AURORA VILLAGE BOARD OPERATIONS
AND SERVICES COMMITTEES**

WHEREAS, the Village previously had four (4) trustee committees consisting of: of Development Committee, Finance Committee, Public Facilities Committee and the Public Safety Committee; and

WHEREAS, on December 4, 2017, the Village Board restructured the four committees into two (2) being Operations and Services in an effort to streamline the board committee structure; and

WHEREAS, many of these committee meetings are cancelled for lack of an agenda and items that are discussed are brought back as a whole to the Committee of the Whole meeting; and

WHEREAS, the Village President and Trustees have expressed support and interest for full group discussions on all items pertaining to the Village; and

WHEREAS, it is in the best interests of the Village of North Aurora to dissolve the Village Board Operations and Services Committees.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The existing committees consisting of the Services Committee and Operations Committee are hereby dissolved,
3. The Committee-of-the-Whole shall remain unaffected by the change in committee structure.
4. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 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 _____

VILLAGE OF NORTH AURORA

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

Mark Gaffino, Village President

ATTEST:

Village Clerk

Memorandum



To: Village President and Village Board of Trustees
From: Steven Bosco, Village Administrator
Date: 6-15-21
Re: Beautification Committee Municipal Code Revisions

The Beautification Committee is a standing committee of the Village with a purpose of proposing and acknowledging beautification efforts in the community. In looking at the current status of the committee, it was determined that the current setup fell out of line with the Village's existing code.

After review of the municipal code as it relates to the Beautification Committee, staff is recommending revisions that will assist the committee's efforts while also ensuring effective communication with the Village Board and adherence to the Village's fiscal policies. Below is a list of the substantive revisions being proposed:

- 1) eliminating the requirement of an appointed Committee Chairman and Co-Chairman
- 2) eliminating the requirement for the committee to appoint a secretary, treasurer and other officers
- 3) eliminating the requirement for the committee to meet at least quarterly
- 4) eliminating a purpose of the committee to encourage and enlist residents and businesses to volunteer funding and services for the beautification of the Village
- 5) eliminating the need for a Village Trustee liaison or Village President to approve all expenditures and agreements
- 6) aligning the committee's financial presentation to the Village Board with the Village's annual budget process
- 7) ensuring expenditures, agreements and contracts are made in accordance with the Village's purchasing policy while leaving flexibility for the committee to make necessary purchases that may not have been specifically itemized in the Village's budget

Per the municipal code, staff members are non-appointed members of the committee that will continue to coordinate with the committee to assist in the

preparation and implementation of projects while also ensuring that the Village's fiscal policies are followed.

The Village Board reviewed the proposed code changes at the June 7th Village Board meeting and had no concerns. Attached is a copy of the revised Village Code pertaining to the Beautification Committee.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 2.06.050
REGARDING THE BEAUTIFICATION COMMITTEE**

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

SECTION 1: Section **2.06.05** of Chapter 2.06 of Title 2 of the North Aurora Municipal Code is hereby amended to read as follows:

2.06.050 Beautification committee.

- A. A standing beautification committee is established for the following purposes:
 - 1. To develop and prioritize a list of projects and programs every year for the beautification of the village to be presented and recommended to the board for authorization and funding;
 - 2. To reward, recognize and acknowledge the efforts of village residents and businesses for the beautification of the village annually;
- B. The beautification committee shall consist of a and no less than four and no more than eight other members all appointed by the president with the advice and consent of the board. Members shall serve two-year terms from October 1st to September 30th or until reappointed or replaced. There shall be no limit to the number of terms a person can serve. A quorum shall consist of no less than four; and no business shall be conducted without a quorum present.
- C. No member of the committee shall receive any compensation for service unless expressly approved by the board of trustees.
- D. The president shall appoint a trustee to act as a liaison to the committee, and if no trustee liaison is appointed, the president shall act as liaison.
- F. Expenditures shall be made and binding agreements entered only as follows:
 - 1. No expenditures shall be made except from the amount budgeted and for the projects authorized by the board;
 - 2. No agreements shall be entered unless they are in furtherance of and necessary for the completion of the projects authorized by the board;
 - 4. All expenditures and contracts shall be handled in compliance with the village purchasing manual.
- H. Village staff shall coordinate with and assist the efforts of the beautification committee in carrying out its purpose and shall provide for the ongoing maintenance for the finished beautification projects when necessary.

SECTION 2: No other portion of the Village of North Aurora Municipal Code is amended or modified by this Ordinance.

SECTION 3: This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form by the Village Clerk, and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 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

ATTEST:

Village Clerk

Memorandum



To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: June 14, 2021

Re: Changes to Village Liquor Code

Following the Village Board's feedback at the June 7, 2021 Committee of the Whole meeting on updating several Liquor Code item changes, staff has adjusted the Liquor Code for the following items:

Section 5.08.060 – License application requirements.

This section now reads on the line item regarding the citizenship requirement that the Village Board expressed interest in removing:

The citizenship of the applicant and date and place of birth and, if a naturalized citizen, the time and place of his naturalization, and, if a U.S. resident alien, a copy of the current document certifying this status;

5.08.070 - License Restrictions on Issuance.

This section of code was fairly redundant to Section 5.08.060 and has been cleaned up to make items more concise and clear by renaming it Section 5.08.070 - Conditions Precedent to the Issuance of Licenses and also thereby creating Section 5.08.075 – Conditions Subsequent to the Issuance of Licenses. Regarding the Board's feedback on the citizenship requirement above this section of code has also been modified to reflect such.

5.08.345 – Refunded Fees Upon Termination of License.

This section of code replaced a previously noted "reserved" section as upon discussion with the Village Attorney it was determined the refunding of prorated liquor license fees upon termination of the liquor license did not fit in any other section of code. As per the Board's discussion, refunds of terminated liquor licenses will follow the same prorated model used for the issuance of the license based upon the month the business closes. Provisions include that any business that had their license suspended or revoked would not be applicable for

this refund and it is up to the liquor license holder to reach out to the Village within 30 days of the business closing to receive such a rebate.

5.08.390 - Open hours—Hours for alcohol sales—Election days.

Two changes were made to this section of code following the Board's feedback and discussion. Packaged liquor sales have been extended for one hour on Sundays from 10:00 a.m. to 9:00 a.m. to better align the Village with surrounding communities. Also, holiday hours have been written to include New Year's Eve as it was not a recognized legal holiday.

Staff also discovered during these Code Changes that the under Section 5.08.340 – Classification of Licenses – Fees that the supplemental outdoor liquor license was limited in the Class J – brewery license category to only J-1 and J-2 as Class J-3 had not yet been created at the time the supplemental outdoor classification and requirements was. As such, that section of code has been amended to read all Class J brewery establishments as being allowed to apply for a supplemental outdoor liquor license.

Please see the attached ordinance regarding all of these liquor code changes for your approval.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTIONS 5.08.060, 5.08.070, 5.08.340, 5.08.345, 5.08.390 OF THE
NORTH AURORA MUNICIPAL CODE REGARDING LIQUOR**

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

SECTION 1: Section **5.08.060** of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.060 - License application requirements.

2. The citizenship of the applicant and date and place of birth and, if a naturalized citizen, the time and place of his naturalization, and, if a U.S. resident alien, a copy of the current document certifying this status;

SECTION 2: Section **5.08.070** of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended in its entirety to read as follows:

5.08.070 - Conditions Precedent to the issuance of licenses.

The following conditions must be met by the applicant who must be a principal, director or officer (for a corporation), member or manager (for an LLC), partner or the equivalent of the entity the applicant represents, or (in the case of an entity that is publicly traded, has interstate locations, or has four or more locations) the people who have management responsibility for the operation of the business at the location where the business sells alcoholic liquor pursuant to which the license is being issued (the "Responsible Parties") prior to the issuance of a license:

- A. The applicant must be a person of good character and reputation in the Village;
- B. The applicant must be a naturalized citizen or a lawful resident alien of the United States.
- C. The applicant must represent that the following are true and correct in respect to all principals, directors and officers (for a corporation), members and managers (for an LLC), partners or (in the case of an entity that is publicly traded, has interstate locations, or has four or more locations) the people who have management responsibility for the operation of the premises at which alcoholic liquor will be sold in the Village pursuant to the liquor license ("Responsible Parties"):
 1. None of the Responsible Parties have been convicted of a felony under any federal or state law, except as stated in the application (The Village Liquor Commissioner has the discretion to determine that a convicted felon has been sufficiently rehabilitated to warrant the public trust necessary for a liquor license to be issued or that a person who has been convicted of a felony will not have sufficient involvement in the operation of the business that includes the sale of alcoholic liquor as to warrant denial of a license.);
 2. None of the Responsible Parties have been convicted of being the keeper or is keeping a house of ill fame;

3. None of the Responsible Parties have been convicted of pandering or other crime or misdemeanor opposed to decency and morality;
4. None of the Responsible Parties have been convicted of a state or federal drug offense;
5. None of the Responsible Parties have been involved in a business for which a liquor license has been revoked for cause (If the applicant cannot make this representation, the applicant must list out the Responsible Parties who have been involved in a business for which a liquor license has been revoked and state the circumstances related to the revocation.);
6. Neither the applicant nor any Responsible Party are ineligible for a liquor license under the terms and conditions of this Chapter;
7. Neither the applicant nor any Responsible Party are ineligible for a state retail liquor dealer's license;
8. Neither the applicant nor any of the Responsible Parties have been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, or who have forfeited his or her bond to appear in court to answer charges for any such violation;
9. Neither the applicant nor any of the Responsible Parties are a law enforcing public official, a member of any local liquor control commission, the Mayor or members of the North Aurora Village Board of Trustees or the Chairman or member of the Kane County Board
10. Neither the applicant nor any Responsible Party have been convicted of a gambling offense as proscribed by any of subsections (a)(3) through (a)(10) of Section 18-1, or as proscribed by Section 28-3 of the Criminal Code of 1961, approved July 18, 1961, as previously or hereafter amended, or as proscribed by a statute replacing any of the statutory provisions stated in this subsection;
11. Neither the applicant nor any Responsible Party have been issued a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period.

SECTION 3: Section **5.08.075** is hereby added to Chapter 5.08 of Title 5 of the North Aurora Municipal Code as follows:

5.08.075 Conditions Subsequent to the Issuance of Licenses.

The following conditions must be met by the licensee subsequent to the issuance of a license:

- A. The licensee must obtain a state liquor license for selling any alcoholic liquor before engaging in any alcoholic liquor sales.
- B. The licensee must file all federal, state or local tax returns when due;
- C. The licensee must not file any fraudulent federal, state or local tax returns;
- D. The licensee must pay all federal, state and local taxes when due or have entered into a written agreement for the paying of taxes;
- E. The license shall keep adequate books and records of its alcoholic liquor sales and make them available for inspection upon reasonable advance notice;

- F. The licensee shall secure and display the certificates or sub-certificates of the state and local liquor licenses;
- G. The licensee shall not be guilty of any willful or repeated violation of any rule or regulation of the Illinois Department of Revenue;
- H. The Licensee shall pay all taxes, fees, fines and other amounts owed to the Village when they are due and must not be more than thirty (30) days overdue on any such obligation owed to the Village;
- I. The Licensee shall not willfully or repeatedly be in violation of any provision of this Chapter or the State Liquor Control Act.

SECTION 4: The introductory statement and Subsection a. of Section **5.08.340** of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.340 - Classification of licenses—Fees.

3. Class "S-O" supplemental outside liquor licenses allow the seasonal outside sales of liquor for consumption of the premises as follows:

a. The licensee has an existing Class A restaurant, Class B restaurant, Class C restaurant, **Class J brewery** or Class T tavern license;

SECTION 5: Section **5.08.045** of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended in its entirety to create the section to read as follows:

5.08.345 – Refunded Fees Upon Termination of License.

In the event a business holding a liquor license closes after the licensee has successfully applied or renewed its annual liquor license, the licensee may request a pro-rata refund of the annual liquor license fee from the date of closure to the end of the annual license year subject to the following:

- A. If a liquor license is suspended or revoked for any cause this provision does not apply;
- B. Requests for liquor licenses refunds must be made within 30 days of the business closing;
- C. The refund shall be based upon the current duration of the liquor license and would be applied as follows:
 - 1. For licenses issued between March 1 and May 30: 100%
 - 2. For licenses issued June 1 – August 31: 75%
 - 3. For licenses issued September 1 – November 30: 50%
 - 4. For licenses issued December 1 – February 29: 25%

SECTION 6: Section **5.08.390** of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.390 - Open hours—Hours for alcohol sales—Election days.

C. "Notwithstanding the foregoing to the contrary, alcoholic liquors may be sold, offered for sale and/or consumed until 2:00 a.m. immediately following the day that is a legal holiday **and on December 31 (New Year's Eve) until 2:00 a.m. the following day.**

G. Notwithstanding the hours during which alcoholic liquors may be sold in the village, packaged liquors may not be sold, offered for sale, given away, or conveyed in any manner, except during the following hours:

1. Sunday: **9:00 a.m.** until 11:00 p.m.;
2. Monday through Thursday: 7:00 a.m. until 11:00 p.m.;
3. Friday and Saturday: 7:00 a.m. until 12:00 midnight.

SECTION 7: No other portion of the Village of North Aurora Municipal Code is amended or modified by this Ordinance.

SECTION 8: This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form by the Village Clerk, and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 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.

Mark Gaffino, Village President

ATTEST:

Village Clerk

Memorandum



To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: June 14, 2021

Re: Ordinance Regarding To-Go Alcoholic Beverage Sales

At the Village's Committee of the Whole meeting on June 7, 2021, the Board expressed unanimous support in continuing to allow to-go alcoholic beverage sales that were previously allowed under Executive Order 2020-06-3 that mirrored the State's HB2682, following previous relaxations from the Illinois Liquor Commission in March of 2020 that the Village incorporated into Executive Order 2020-03-20 to allow for packaged liquor or consumption on premises liquor to be sold remotely and delivered.

On June 2, 2021, the State passed Public Act 102-0008 to continue the allowance of these to-go alcoholic beverage sales until the date of January 3, 3024, and as such the Village would seek once more to mirror that law and language, this time under an ordinance to directly change the Village's Liquor Code, Title 5 Chapter 5.08. This ordinance also repeals both executive orders.

Please see the attached ordinance.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE AN ORDINANCE AMENDING TITLE 5, CHAPTER 5.08
OF THE NORTH AURORA MUNICIPAL CODE REGARDING
ALCOHOL BEVERAGE SALES IN THE VILLAGE OF NORTH AURORA

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021

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

by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 5.08
OF THE NORTH AURORA MUNICIPAL CODE REGARDING
ALCOHOL BEVERAGE SALES IN THE VILLAGE OF NORTH AURORA**

WHEREAS, due to the COVID-19 pandemic the Village in accordance with the Illinois Liquor Control Commission announcing relaxation of its regulations in March of 2020 passed Executive Order 2020-03-20 to permit establishments possessing valid liquor licenses for either packaged liquor or consumption-on-premises liquor to sell remotely, deliver to homes and sell and deliver curbside; and

WHEREAS, on June 2, 2020, Governor Pritzker signed law HB 2682 allowing for alcoholic beverage sales for pick-up and delivery orders under set conditions due to the COVID-19 pandemic and the Village subsequently passed Executive Order 2020-06-03 to mirror the State's law; and

WHEREAS, on June 2, 2021, Public Act 102-0008 was passed allowing for the continued use of to-go alcoholic beverage sales provided they are in tamperproof, sealed containers until January 3, 2024; and

WHEREAS, the Village Board expressed their support for continuing to allow to-go alcoholic beverage sales in line with the State; and

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

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

2. Title 5, Chapter 5.08 (Alcoholic Beverage Sales), Section 5.08.010 (Definitions) is hereby amended by adding the following definitions:

"Cocktail" or "mixed drink" means any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.

"Original container" means, for the purposes of this Section only, a container that is (i) filled, sealed, and secured by a retail licensee's employee at the retail licensee's location with a tamper-evident lid or cap or (ii) filled and labeled by the manufacturer and secured by the manufacturer's original unbroken seal.

"Sealed container" means a rigid container that contains a mixed drink or a single serving of wine, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamper-evident.

VILLAGE OF NORTH AURORA

"Sealed container" includes a manufacturer's original container as defined in this subsection. "Sealed container" does not include a container with a lid with sipping holes or openings for straws or a container made of plastic, paper, or polystyrene foam.

"Tamper-evident" means a lid or cap that has been sealed with tamper-evident covers, including, but not limited to, wax dip or heat shrink wrap.

3. Title 5, Chapter 5.08 (Alcoholic Beverage Sales) is hereby revised by adding Section 5.08.355 as follows:

5.08.355 - Delivery and carry out of mixed drinks permitted.

All retail licensees, including on premises only licensees, are authorized to conduct packaged sales, "to go" sales, curbside deliveries, home residential deliveries, and similar other sale or delivery in keeping with this Section.

- A. A cocktail, or mixed drink, or single serving of wine placed in a sealed container by a retail licensee at the retail licensee's location or a manufacturer's original container may be transferred and sold for off-premises consumption if the following requirements are met:
 - 1. the cocktail, mixed drink, or single serving of wine is transferred within the licensed premises, by a curbside pickup, or by delivery by an employee of the retail licensee who:
 - a. has been trained in accordance with the Liquor Control Act, 235 ILCS 5/6-27.1, at the time of the sale;
 - b. is at least 21 years of age; and
 - c. upon delivery, verifies the age of the person to whom the cocktail, mixed drink, or single serving of wine is being delivered;
 - 2. if the employee delivering the cocktail, mixed drink, or single serving of wine is not able to safely verify a person's age or level of intoxication upon delivery, the employee shall cancel the sale of alcohol and return the product to the retail license holder;
 - 3. the sealed container is placed in the trunk of the vehicle or if there is no trunk, in the vehicle's rear compartment that is not readily accessible to the passenger area;
 - 4. except for a manufacturer's original container, a sealed container filled and sealed at a retail licensee's location shall be affixed with a label or tag that contains the following information:
 - a. the cocktail or mixed drink ingredients, type, and name of the alcohol;
 - b. the name, license number, and address of the retail licensee that filled the original container and sold the product;
 - c. the volume of the cocktail, or mixed drink, or single serving of wine in the sealed container; and
 - d. the sealed container was filled less than seven (7) days before the date of sale; and

VILLAGE OF NORTH AURORA

5. a manufacturer's original container shall be affixed with a label or tag that contains the name, license number, and address of the retail licensee that sold the product.
- B. Third-party delivery services are not permitted to deliver cocktails and mixed drinks under this Section.
- C. Delivery or carry out of a cocktail, or mixed drink, or single serving of wine is prohibited if:
 1. a third party delivers the cocktail or mixed drink;
 2. a container of a mixed drink, or cocktail, or single serving of wine is not tamper-evident and sealed;
 3. a container of a mixed drink, or cocktail, or single serving of wine is transported in the passenger area of a vehicle;
 4. a mixed drink, or cocktail, or single serving of wine is delivered by a person or to a person who is under the age of 21; or
 5. the person delivering a mixed drink, or cocktail, or single serving of wine fails to verify the age of the person to whom the mixed drink or cocktail is being delivered.
- D. This Section is repealed on January 3, 2024.

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

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

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

6. Repeal. This ordinance shall repeal Executive Orders 2020-03-20 and 2020-06-03.

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

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.

VILLAGE OF NORTH AURORA

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn 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

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: PETITION 21-05: 232 MISTWOOD LANE VARIANCE
AGENDA: JUNE 21, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance granting a variation pursuant to Title 17, Chapter 7 of the North Aurora Zoning Ordinance to allow a building addition within the rear yard in the R-1 Single Family Residence District, Village of North Aurora, Illinois

DISCUSSION

The petitioner is proposing to construct a 204 square foot enclosed porch 37 feet from the rear (north) property line. Per Chapter 7.3 of the North Aurora Zoning Ordinance, the rear yard minimum for the R-1 Single Family Residence District is 40 feet; therefore, a variation to allow three feet of the enclosed porch to be located in the rear yard is being requested. The submitted plans also include a new unenclosed deck adjacent to the proposed porch. Unenclosed decks are classified as a permitted encroachment in the rear yard while enclosed porches are not. Enclosed porches are treated as building additions and must meet the yard requirements. As the porch would be 17 feet wide, the total square footage that would be built in the rear yard would be 51 square feet.

A public hearing was held before the Plan Commission at their June 1, 2021 meeting. The Plan Commission discussed differing variables associated with the proposed addition and the potential impact on the surrounding area. The Plan Commission noted the residence located on the adjacent property to the north is situated further away from its south lot line as there is a driveway leading to a side loaded garage that subsequently pushes the residence further away from the subject property. The Plan Commission also noted the subject property is a corner lot, which essentially has two front yard setbacks, thus rendering a portion of the lot unusable. Given the aforementioned circumstances, the Plan Commission unanimously recommended approval of the variation.

The Village Board discussed the variation at their June 7, 2021 Committee of the Whole meeting. The Village Board concurred with the Plan Commission's assessment of the variation and did not raise any concerns.

Staff Report to the Village of North Aurora Plan Commission

FROM: Mike Toth, Community and Economic Development Director

GENERAL INFORMATION

Meeting Date: June 1, 2021

Petition Number: 21-05

Petitioner: David and Cheryl Lewis

Request: A variation to allow a building addition within the forty (40) foot rear yard in the R-1 Single Family Residence District, pursuant to Chapter 7.3 of the North Aurora Zoning Ordinance.

Subject Property(s): 232 Mistwood Lane

Parcel Number(s): 12-33-376-005

Parcel Size: 13,504 sq. ft.



Current Zoning: R-1 Single Family Residence District

Contiguous Zoning: North – F – Farming District (Unincorporated Kane County), South – R-1 Single Family Residence District, East - R-1 Single Family Residence District, West - R-1 Single Family Residence District

Contiguous Land Use: North – Single-Family Residence, South – Single-Family Residence, East – Single-Family Residence, West – Single-Family Residence

Comprehensive Plan Designation: Single Family-Detached

PROPOSAL

The petitioner is proposing to construct a 204 square foot enclosed porch 37 feet from the rear (north) property line. Per Chapter 7.3 of the North Aurora Zoning Ordinance, the rear yard minimum for the R-1 Single Family Residence District is 40 feet; therefore, a variation to allow three feet of the enclosed porch to be located in the rear yard is being requested. The submitted plans also include a new unenclosed deck adjacent to the proposed porch. Unenclosed decks are classified as a permitted encroachment in the rear yard while enclosed porches are not. As the porch would be 17 feet wide, the total square footage that would be built in the rear yard would be 51 square feet.

APPLICATION FOR VARIATION

VILLAGE OF NORTH AURORA
25 E. State Street
North Aurora, IL 60542

PETITION NO. 21-05
FILE NAME 232 Mistwood Variation
DATE STAMP

RECEIVED

APR 12 2021

VILLAGE OF
NORTH AURORA

I. APPLICANT AND OWNER DATA

Name of Applicant* David and Cheryl Lewis
Address of Applicant 232 Mistwood Lane, North Aurora, IL 60542
Telephone No. 630-728-3852
Name of Owner (s) * David and Cheryl Lewis
Address of Owner (s) 232 Mistwood Lane, North Aurora, IL 60542
Telephone No. 630-728-3852
Email Address dclewis@theWebThing.com

If applicant is other than owner, attach letter of authorization from Owner

Title of Record to the real estate was acquired by Owner on _____

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 232 Mistwood Lane, North Aurora, IL 60542
(indicate location of common address)

Legal Description: 232 Mistwood Lane, North Aurora, IL 60542

Parcel #: 1233376005

Parcel Size 0.31 Acres

Present Use Residential
(business, manufacturing, residential, etc.)

Present Zoning District R-1
(Zoning Ordinance Classification)

III. PROPOSED VARIATION(S)

Variation requested (state specific measurements) Rear Yard: ~~2~~³ feet

Code Section that pertains to Variation Code of Ordinances 7.3

Reason for request The room addition will encroach 2 feet into the rear 40 foot setback.

Explanation of purpose to which property will be put Residential room addition.

IV. Findings of Fact for Variations. A variation from the provisions of the Zoning Ordinance shall not be granted unless the Plan Commission in its recommendation, and Village Board in its decision, makes specific findings of fact directly based on each and every standard and condition imposed by this section. Please provide a written response to each of the following standards for variations:

1. **Hardship.** No variation shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of this Ordinance would create a practical difficulty or particular hardship.

2. **Unique Physical Conditions.** The subject property is exceptional, as compared to other properties subject to the same provisions, by means of a unique physical condition, including:

- a. Irregular or substandard size, shape, or configuration; or
- b. Exceptional topographical features; or
- c. Presence of an existing use, structure, or sign, whether conforming or nonconforming; or
- d. Other extraordinary physical conditions peculiar to, and inherent in, the subject property.

These unique physical conditions shall amount to more than a mere inconvenience to the property owner and shall relate to or arise out of the characteristics of the property rather than the personal situation or preference of the current property owner.

3. **Not Self-Created.** The aforesaid unique physical condition is not the result of any action or inaction of the property owner, or his/her predecessors in title, and it existed at the time of enactment of the provisions from which a variation is sought, was created by natural forces or was the result of governmental action, other than the adoption of this Ordinance.

4. **Denied Substantial Rights.** The carrying out of the strict letter of the provision(s) from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other properties subject to the same provisions.

5. Not Merely Special Privilege. The alleged hardship or difficulty is neither merely the inability of the owner or occupants to enjoy some special privilege or additional right not available to owners or occupants of other lots or properties subject to the same provisions, nor merely the inability of the owner to gain a greater financial return from the use of the subject property.

6. Conformance with Ordinance and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes of this Ordinance, including the provision from which a variation is sought, or the general purpose and intent of the Comprehensive Plan.

7. No Other Remedy. There is no means, other than granting the requested variation, by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a legal and reasonable use of the subject property.

8. Minimum Relief Required. The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of the Ordinance.

9. Public Welfare. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvement in the neighborhood in which the property is located.

10. Public Safety, Light and Air. The proposed variation will not unpair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety within the neighborhood in any way.

11. Noise and Odor. The proposed variation will not produce excessive noise or odor as to be detrimental to the health and welfare of the public, or which interferes unreasonably with the comfort of the public.

IV. CHECKLIST FOR ATTACHMENTS

The following items are attached hereto and made a part hereof:

 X 25 copies of an 8 1/2" x 11" or 8 1/2" x 14" plot plan of the property showing dimensions of all lot lines, existing and proposed structures and distances from lot lines, easements, and adjoining streets or uses. (large sized copies may be requested by Staff)

 X A list containing the names of registered owners, their addresses and tax parcel number of all properties within 250 feet of the location for which the variation is requested.

 X Legal description.

- X Proof of ownership by deed or title or insurance policy.
- X Filing fee in the amount of \$200.00 - If payment is made by check, it should be made payable to the Village of North Aurora.
- N/A Letter of authorization from owner, if applicable.
- N/A Disclosure of beneficiaries of Land Trust, if applicable.

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 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.

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

4/12/2021
Date

 
Owner

4/12/2021
Date

IV. Findings for Fact Variations

The practical difficulty of improving and expanding on this property is that this property is built on a corner lot, with a street in front and on one side. The unique physical condition of this property consists of one side yard and a back yard. The second side yard is considered by the village to be a front yard and governed by the restrictions of a front yard. This physical condition is not the result of any action or inaction of the property owner.

When the property was purchased, the Plat of Survey indicated zoning requirements of side yard - 8 foot minimum, rear yard - 30 foot minimum. When new zoning was implemented, it indicated that if the property was platted before the current ordinance, side yard setbacks would need to comply with the zoning ordinance of 1990. The owners are requesting a setback variance on the backyard, supported by the 1990 ordinance, but only encroaching the current ordinance setback by 2 feet.

The variance requested is not for business use or financial gain. The variance requested will not degrade property values for the owner or any of the neighbors, nor will it inhibit access to any utilities or easements.

Other alternatives to the addition will either interfere with existing utilities, will not be in harmony with the general and specific purposes of this ordinance, or will detract from other property owner's values. The owners of this property have considered many options, balancing cost, benefit, and the welfare of the neighbors by considering the placement of the addition eliminating any issue of light supply, air quality and movement to all adjacent properties. Therefore the request for this specific placement of the addition and to limit the variance request to 2 feet.

Serious consideration has been given to this project, ensuring that there is no detriment to the public welfare or injurious to other property or improvement in the neighborhood in which this property is located. As previously stated, the placement of this addition will not impede light or harm air quality to any of the adjacent properties, or endanger the public safety within the neighborhood in any way. Neither will the variation produce excessive noise or odor to the detriment of the health and welfare of the public or comfort of those living in this community.

As owners, we appreciate your consideration of this request.

David and Cheryl Lewis

List of names of registered owners, their addresses, and tax parcel numbers:

- | | | | |
|-----|--|-----|---|
| 1. | William and Susan Gardiner
226 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233377006 | 13. | James and Linda Peters
313 Eastview Road, North Aurora IL 60542
Parcel Number (APN): 1233376015 |
| 2. | Heinz Schumacher and Ilona Mellin
227 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233382009 | 14. | Robert Wagner
225 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233382010 |
| 3. | Anthony and Linda Powers
228 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233377007 | 15. | Salvador Mercardo Jr
238 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233376008 |
| 4. | Kevin and Deborah Kraabel
229 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233382008 | | |
| 5. | Gwen Wiley
230 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233377008 | | |
| 6. | Melissa,D Lindsay Living Trust
231 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233382007 | | |
| 7. | John Cooper
233 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233382006 | | |
| 8. | Michael and Rebecca Kohles
234 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN): 1233376006 | | |
| 9. | Matthew and Melissa Mahon
236 Mistwood Lane, North Aurora IL 60542
Parcel Number (APN):1233376007 | | |
| 10. | Randy and Geraldine Crawford
336 Hilltop Drive, North Aurora IL 60542
Parcel Number (APN): 1233326020 | | |
| 11. | Michael and Linda Kopp
335 Hilltop Dr, North Aurora IL 60542
Parcel Number (APN): 1233376001 | | |
| 12. | Michael Rumble
315 Eastview Road, North Aurora IL 60542
Parcel Number (APN): 1233376016 | | |

Legal Description of Property Where Variance is Sought:

232 Mistwood Lane, North Aurora, IL 60542
Parcel #: 1233376005

WISEMAN - HUGHES ENTERPRISES, INC

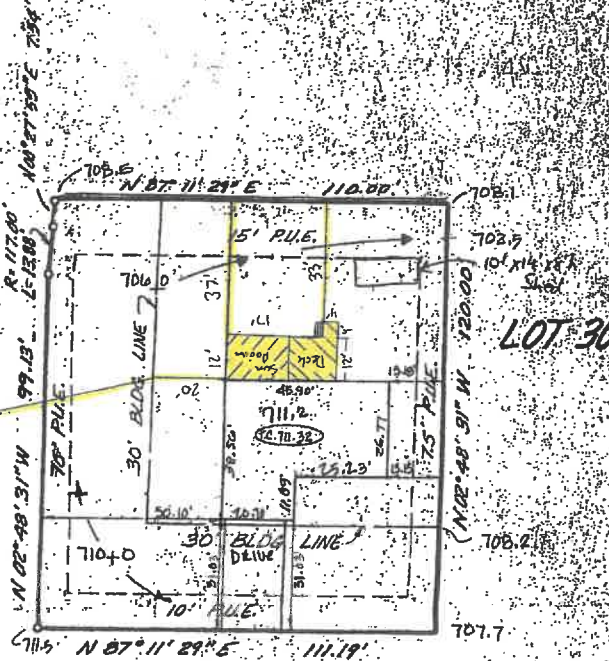
OF

IN KANE COUNTY, ILLINOIS.



HILLTOP DRIVE
66' P.O.W.

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$



MISTWOOD LANE
66' R.O.W.

NOTE: THIS LOT
REQUIRES A 1-T
YEAR EXPOSURE

ZONING REQUIREMENTS
SIDE YARD : 8' MIN.
FRONT YARD : 30' MIN.
REAR YARD : 30' MIN.

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, R.S. BOOWELL, a registered Illinois Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the original record of the same as the same appears in the records of the County Clerk of the County of Cook, State of Illinois.

D.U.E. = Easement for Public Use

EXISTING ROOF

EXISTING

EXISTING
SIDING

CRICKET

EXISTING ROOF

EXISTING
SIDING

FLASH

5
12

COMPOSITE DECK W/
BLACK ALUM. RAIL

EXISTING

EXISTING

OPEN

OPEN

OPEN

OPEN

OPEN

OPEN

GRADE

TEMPERED

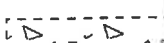
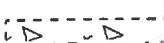
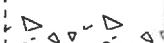
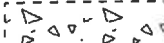
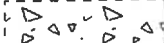
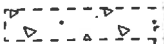
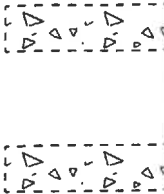
WHITE VINYL
SLIDERS
LOW-E IRGON
SLIDERS

VINYL
SIDING

6"
COMPOSITE
TRIM

8'-0 3/4"
HEIGHT @ WALLS A & C

3'-6" 5'-0"



NOTES:

DESIGN LOADS: SNOW = 30 PSF
WIND = 90 MPH

ALL FASTENERS & CONNECTORS
TO BE HOT DIPPED GALVANIZED.
ALL FLASHING TO BE AC2 APPROVED
EXISTING ROOF

PERMIT COPY



EXP. DATE 2-30-21

Front Elevation

David & Cheryl Lewis

232 Mistwood Ln.
North Aurora, IL. 60542

PROJECT:
LEWIS

DATE: 3-4-21

DRAWN BY:
J.R.B.

CLOUD:

REVISIONS:

1

TimberBuilt
Rooms

TimberBuilt, Inc.
81. Chertle, Illinois 60174 Ph. (830) 443-7100

EXISTING
ROOF

CONTINUOUS RIDGE VENT

235# ASPHALT SHINGLES

CAULK
CONNECTIONS

EXISTING
WALL

WHITE VINYL
SLIDERS
LOW-E ARGON
SLIDERS
TEMPERED

6068 PATIO DR.
TEMPERED

COMPOSITE
TRIM

6"

8'-0 3/4"
HEIGHT @ WALLS A & C

5'-0"

3'-6"

GRADE

OPEN

OPEN

Left Side Elevation

SCALE: 1/4" = 1' - 0"

Left Side Elevation

David & Cheryl Lewis

232 Mistwood Ln.

North Aurora, IL. 60542

PROJECT:
LEWIS

DATE: 3-4-21

DRAWN BY:
J.R.B.

CLOUD:

REVISIONS:

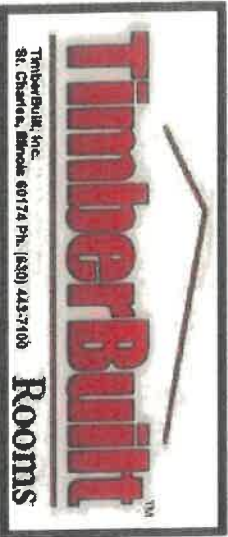


EXP. DATE 2-30-21

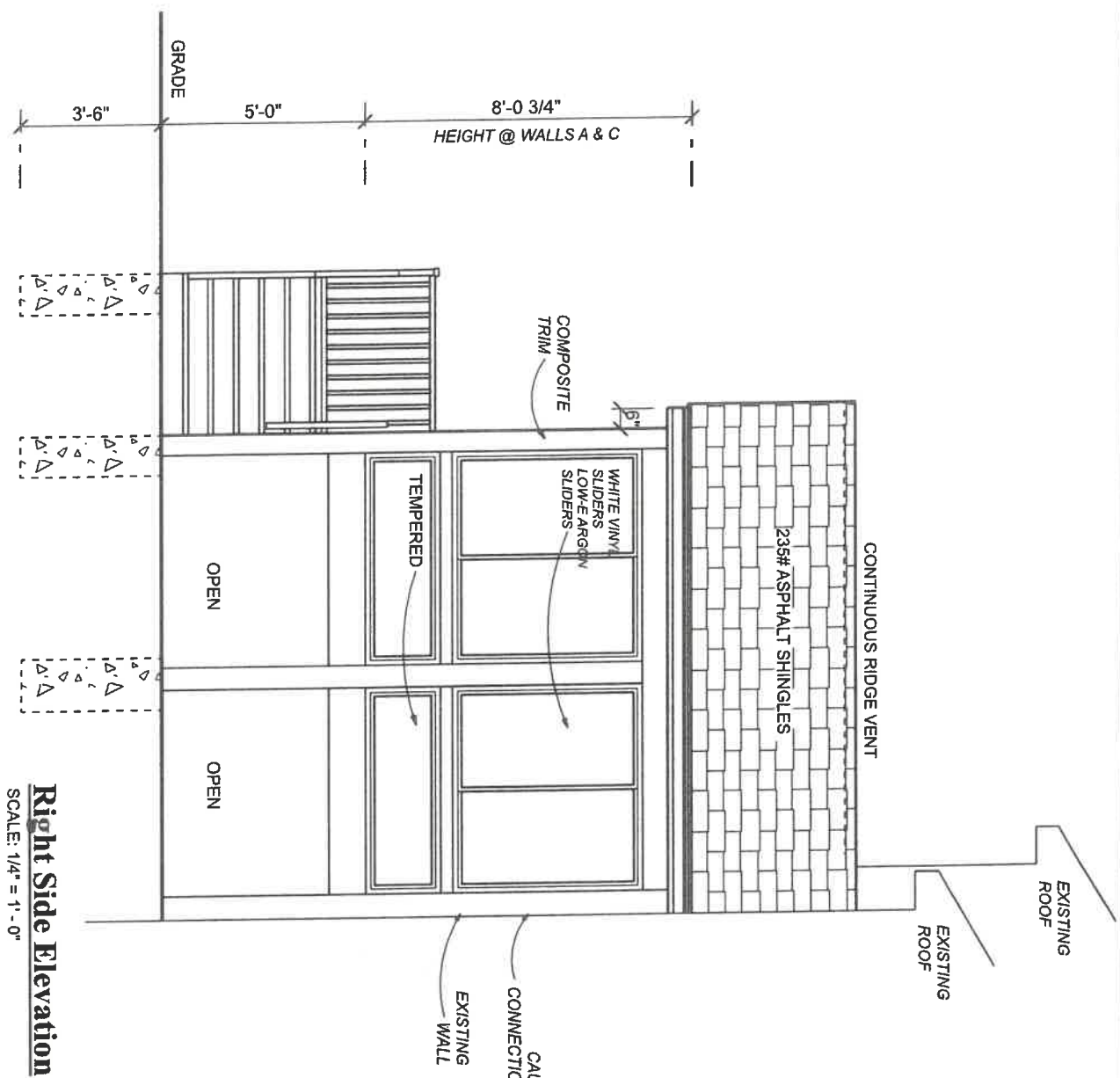
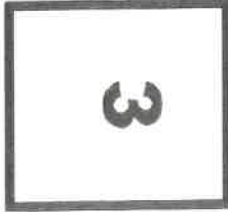
2

TimberBuilt
Rooms

TimberBuilt, Inc.
St. Charles, Illinois 60174 Ph. (630) 443-7100



Right Side Elevation	
David & Cheryl Lewis 232 Mistwood Ln. North Aurora, IL. 60542	
PROJECT: LEWIS	REVISIONS:
DATE: 3-4-21	
DRAWN BY: J.R.B.	
CLOUD:	

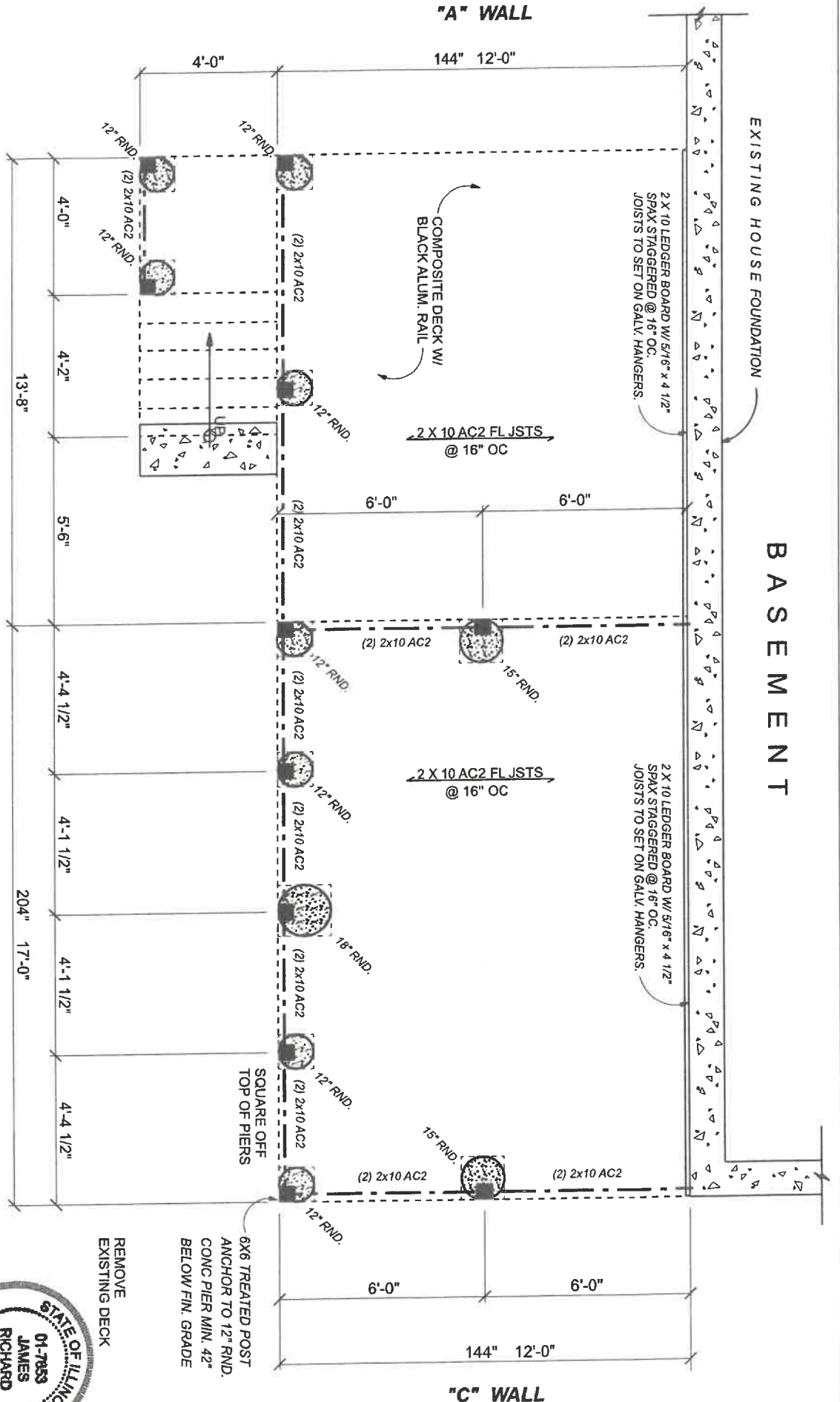


Right Side Elevation
 SCALE: 1/4" = 1' - 0"



BASEMENT

EXISTING HOUSE FOUNDATION



PIER FOUNDATION

SCALE: 1/4" = 1'-0"

ASSUMED SOIL BEARING PRESSURE = 3000 PSI

Foundation Plan

David & Cheryl Lewis

232 Mistwood Ln.

North Aurora, IL. 60542

PROJECT: LEWIS

DATE: 3-4-21

DRAWN BY: J.R.B.

CLOUD:

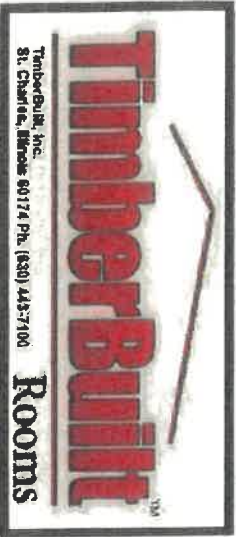
4



EXP. DATE 2-30-21



TimberBuilt, Inc.
311 Charney, Illinois 60174 Ph. (630) 443-7100



First Floor Plan	
David & Cheryl Lewis	
232 Mistwood Ln.	
North Aurora, IL. 60542	
PROJECT:	REVISIONS:
LEWIS	
DATE: 3-4-21	
DRAWN BY: J.R.B.	
CLOUD:	



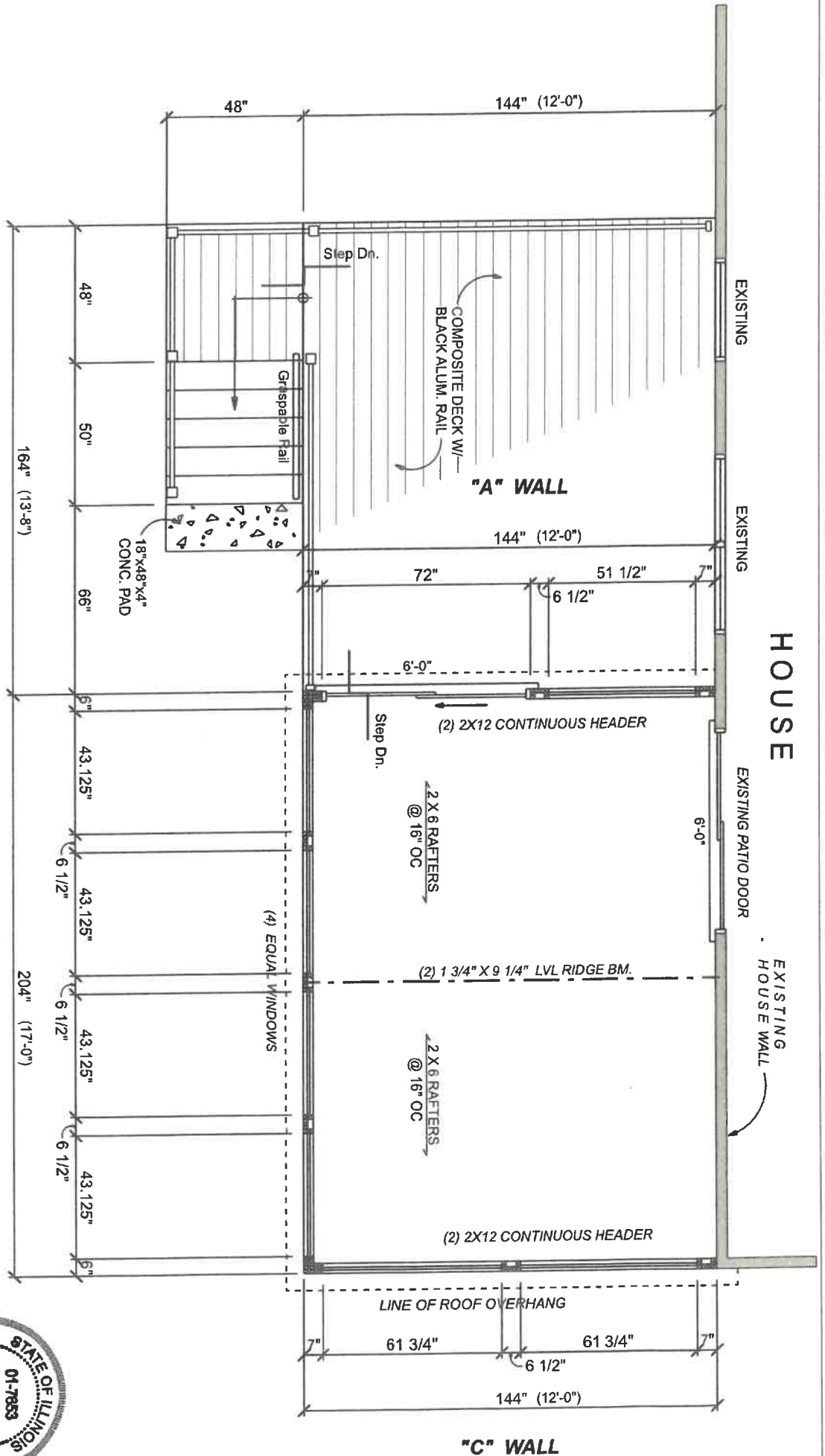
James J. Caputo
EXP. DATE 2-30-21



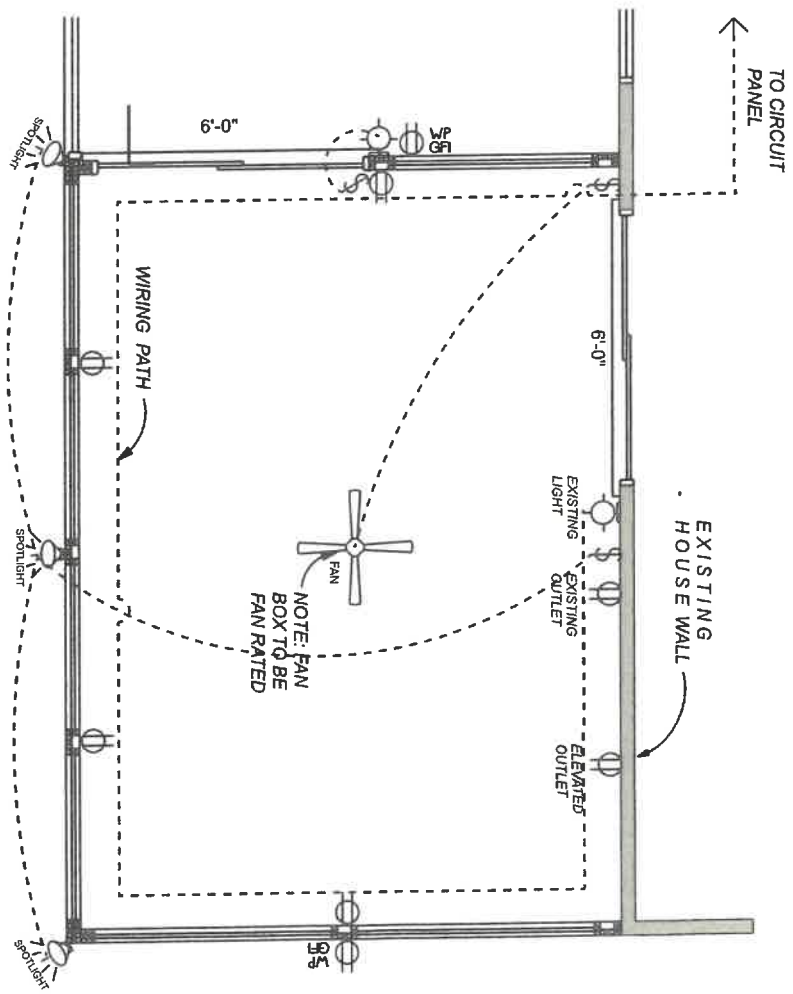
SUN ROOM FLOOR PLAN

SCALE: 1/4" = 1'-0"

REMOVE
EXISTING DECK



ELECTRICAL SYMBOL LIST	
	CEILING SURFACE LIGHT
	SWITCH
	THREE WAY SWITCH
	RECEPTICAL
	220 RECEPTICAL
	PULL CHAIN LIGHT
	GROUNDING FAULT PROTECTED RECEPTICAL
	WALL SURFACE FIXTURE
	HALF HOT RECEPTICAL
	WATER PROOF OUTLET
	FAN
	FAN LIGHT
	RECESSED LIGHT
	EVERBALL RECESSED LIGHT
	FLUORESCENT LIGHT

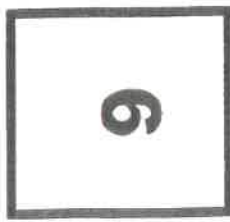


ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



Electrical Plans	
David & Cheryl Lewis	
232 Mistwood Ln.	
North Aurora, IL. 60542	
PROJECT: LEWIS	REVISIONS:
DATE: 3-4-21	
DRAWN BY: J.R.B.	
CLOUD:	

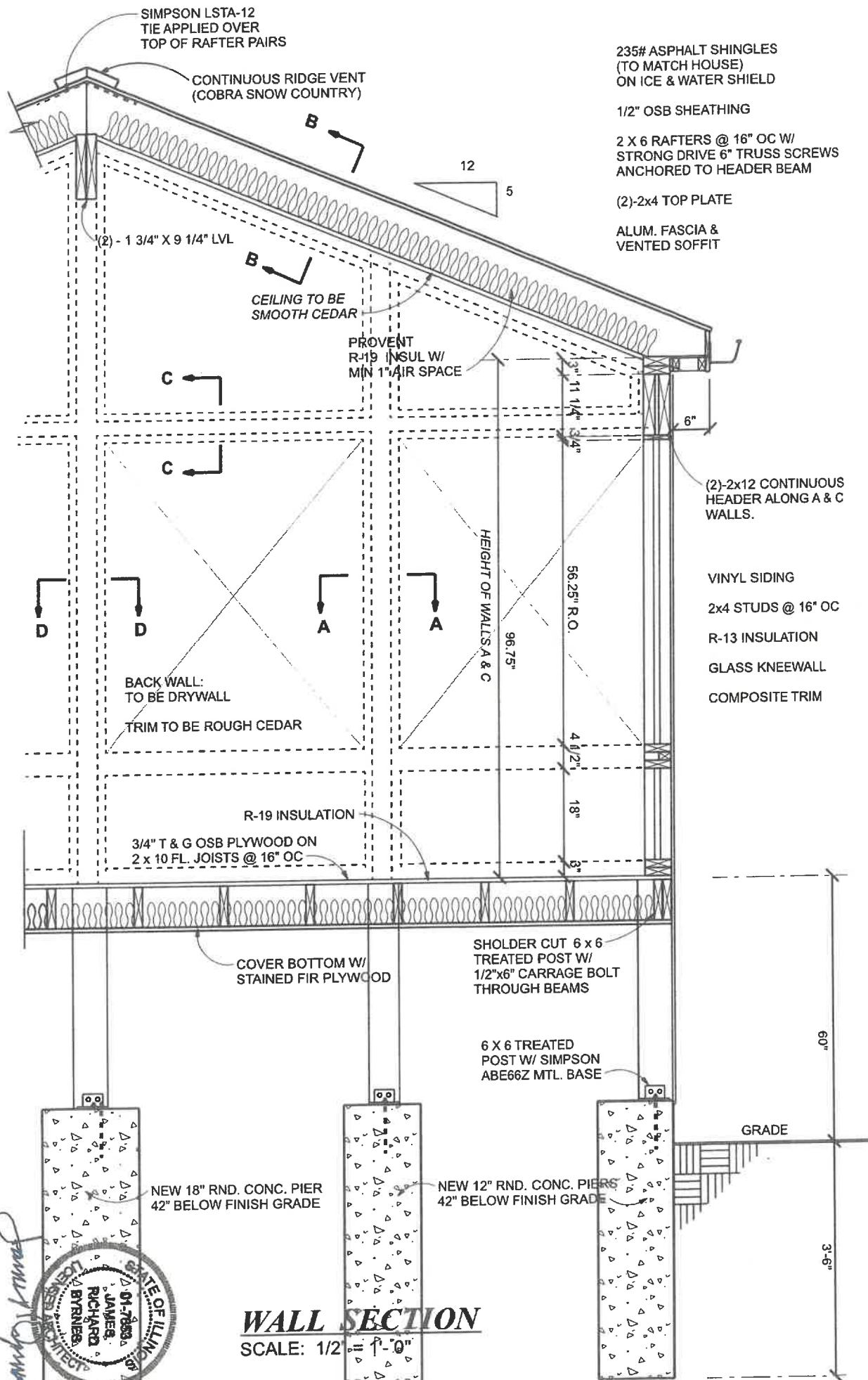




Typical Wall Section	
David & Cheryl Lewis 232 Mistwood Ln. North Aurora, IL. 60542	
PROJECT: LEWIS	REVISIONS:
DATE: 3-4-21	
DRAWN BY: J.R.B.	
CLOUD:	



EXP. DATE 2-30-21





8

Rooms

Timber Built

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION PURSUANT TO TITLE 17,
CHAPTER 7 OF THE NORTH AURORA ZONING ORDINANCE TO ALLOW A
BUILDING ADDITION WITHIN THE REAR YARD IN THE R-1 SINGLE
FAMILY RESIDENCE DISTRICT, VILLAGE OF NORTH AURORA, ILLINOIS**

(Petition #21-05; 232 Mistwood Lane)

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 variation pursuant to Title 17, Chapter 7 of the North Aurora Zoning Ordinance to allow a building addition within the forty (40) foot rear yard in the R-1 Single Family Residence District for the property located at 232 Mistwood Lane, North Aurora, Illinois and legally described as follows (the "Subject Property"):

LOT 29 IN TIMBER OAKS, BEING A SUBDIVISION OF PART OF SECTION 4 IN TOWNSHIP 38 NORTH, RANGE 8 EAST AND PART OF SECTION 33 IN TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

Parcel Number: 12-33-376-005; and,

WHEREAS, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on June 1, 2021 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its findings and recommendation addressing the criteria for the determination of variances as provided in the Zoning Ordinance with the President and Board of Trustees recommending denial of the variation described herein; and,

WHEREAS, the President and Board of Trustees has reviewed the findings and recommendations of the Plan Commission and has determined that the requested variance meets the standards.

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 herein as material provisions of this Ordinance.

SECTION 2: That the variation is hereby granted for the Subject Property, as described in Section 3 below, pursuant to Title 17, Chapter 7 of the North Aurora Zoning

Ordinance No. _____
Re: Petition #21-05
Page 2

Ordinance to allow a building addition within the forty (40) foot rear yard in the R-1 Single Family Residence District.

SECTION 3: That variance is limited as follows:

A. The variance is limited and restricted to the Subject Property; and

B. The encroachment into the forty (40) foot rear yard building setback is limited to three feet (3').

SECTION 4: 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	_____	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.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

Village of North Aurora

Memorandum



To: President and Village Board of Trustees

From: Bill Hannah, Finance Director

Date: June 16, 2021

CC: Steven Bosco, Village Administrator

RE: Payment of Land-Cash Fees to the Fox Valley Park District

The Village imposes via Ordinance the requirement for developers to donate land or pay cash when land would not be practical for the purposes of development or improvement of parks or other recreational purposes. Historically, the Village has collected and held on to these funds and subsequently reimbursed the Fox Valley Park District for park improvements done within the Village's limits once the improvements are completed. For example, the Village reimbursed the FVPD on February 5, 2018 in the amount of \$258,648 for improvements done to Randall Highlands Park, and the last payment prior to that was on April 2, 2012 in the amount of \$171,548 for improvements to the North Aurora Island Shelter.

The Village currently remits land cash and other impact fees to the appropriate school districts, Messenger Library and North Aurora Fire District typically at least annually and sometimes more frequently. In order to be consistent with other taxing Districts, staff is proposing to remit funds collected for park improvements on at least an annual basis. This will allow the FVPD to improve their planning processes for park improvements in the Village, and leverage funds if needed with other funds. The FVPD has been working with the Village on making sure discussions on future improvements are done frequently, and that information will be provided on how funds were utilized on an annual basis.

The attached Resolution would authorize the staff to distribute funds on an annual basis through the normal bill list process. The current balance of funds is just over \$780,000.

The Village board discussed this item at the June 7, 2021 Committee of the Whole meeting and expressed support for it.

Resolution No. _____
Resolution Authorizing the Remittance of Land-Cash Fees to the Fox Valley Park District

WHEREAS, the Village of North Aurora (“the Village”) has imposed by Ordinance in Chapter 16.24.040 the requirement for developers to pay a cash contribution to the Village in lieu of land dedication, for parks or other recreational purposes, when such land dedication would not be practical or inappropriate for the available land; and

WHEREAS, the land-cash contributions collected by the Village are required to be held in trust by the Village or other public body designated by the Village solely for the purpose of park and recreational land acquisition, development of said acquired lands or improvements to existing local park and recreational lands already serving such needs; and

WHEREAS, the Fox Valley Park District (“the District”) provides parks and recreational services to the vast majority of the residents within the Village, and

WHEREAS, the Village has historically in the past periodically reimbursed the District for park improvements made within the Village’s boundaries using land-cash fees collected from developers; and

WHEREAS, the District and the Village desire to update the process by which the District receives land-cash fees from the Village so the District can more effectively plan for new or improved park amenities within the Village’s boundaries through a more timely remittance of land-cash fees to the District; and

WHEREAS, the Village typically remits up front, land-cash and other impact fees received from developers at least annually, and sometimes more frequently, to other taxing Districts providing services to the North Aurora community; and

WHEREAS, the District acknowledges the importance of consulting with the Village regarding the planning for future park improvements within the Village utilizing land-cash funds collected by the Village.

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 District has agreed that it will communicate regularly with Village officials about the status of planning for future park and recreational improvements within the Village, and at least annually report to the Village how land-cash fees were utilized.
3. The Village’s Finance Director is hereby authorized to remit at least annually through the regular bill list process the applicable land-cash fees collected from developers to the Fox

Valley Park District as long as such fees were collected from territory within the District's annexed area.

4. This Resolution is approved on the following conditions, and District's receipt and use of the funds provided by the Village pursuant to this Resolution shall be deemed an acknowledgment and agreement to abide by these conditions:
 - A. That the District indemnify and hold harmless the Village and its officials, employees and agents, from and against any and all claims, challenges, damages and liabilities resulting from the use of the funds; and
 - B. That the funds be solely for the purpose of park and recreational land acquisition, development of said acquired lands or improvements to existing local park and recreational lands located within the jurisdictional boundaries of the Village of North Aurora.
5. 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

INTEROFFICE MEMORANDUM

TO: VILLAGE PRESIDENT GAFFINO AND NORTH AURORA BOARD OF TRUSTEES
FROM: DAVID C. FISHER, CHIEF OF POLICE
SUBJECT: AUTHORIZATION TO PURCHASE FOUR (4) POLICE SQUAD VEHICLES
DATE: JUNE 21, 2021
CC: STEVEN BOSCO, VILLAGE ADMINISTRATOR

Issue

Staff is seeking the authorization to purchase three (3) 2022 Ford utility AWD police patrol vehicles and one (1) 2022 Ford 4 x 4 police pickup truck.

Discussion

Based upon the on-going fleet replacement schedule, four (4) 2017 Ford Explorers are slated to be replaced due to age, mileage, wear and tear, etc. Staff is seeking approval to replace those four (4) vehicles with three (3) Ford utility AWD patrol vehicles and one (1) Ford FWD police patrol pickup truck. The total cost for the four (4) vehicles is \$149,575.00. The amount budgeted for the purchase of the vehicles is \$152,000.00. The purchase will be made through Morrow Bros. Ford, located in Greenfield, IL. Morrow Bros. won the state bid pricing for the Ford vehicles and is a state bid vendor who we have purchased vehicles from in the past. All vehicles will be placed into the patrol fleet. The entire fleet of patrol vehicles are AWD Ford Explorers. The request for the pickup truck is due to the fact that the police department has a trailer with emergency equipment in it, as well as a larger trailer that can haul department ATV's. As of now, the department has no vehicle capable of safely pulling the trailers. The department has always had to rely on using a public works truck. This is not always feasible, as public works uses their trucks, and depending on the time of day/night, might not be accessible. The pickup truck will allow officers to more easily transport items, such as barricades, bicycles, signs and other large objects and pieces of property. The Ford Explorers currently used by patrol have limited cargo space, as it is used up by equipment, such as shields, breaching tools, and utility boxes. Two of the replaced Explorers will go to auction. One will be kept for CERT (emergency management) and one will be used as a last use backup.

Local bids were sought, however, that dealership is currently not ordering fleet vehicles. Fleet vehicles are taking several months to arrive.

Conclusion

Staff recommends the authorization to purchase three (3) 2022 Ford utility AWD patrol vehicles and one (1) 2022 Ford 4 x 4 police pickup truck in the amount of \$149,575.00 from Morrow Bros. Ford.

TOTAL	\$111,915.00
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PURCHASE ORDER

POLICE DEPARTMENT

200 South Lincolnway
North Aurora, Illinois 60542
Phone: (630) 897-8705 Fax: (630) 897-8700
www.northaurora.org

DAVID C. FISHER
CHIEF OF POLICE

P.O. Number:	NAPD F150_2021_0601_160
P.O. Date:	06/03/2021
Terms:	UPON DELIVERY

VENDOR

Company:	Morrow Brothers Ford
Address:	1242 Main St
City/State:	Greenfield, IL
Zip/Postal Code:	62044
Phone:	12173683037
Fax:	2173683517
Contact Name:	Richie Wellencamp

BILLING

Company:	North Aurora Police Department
Address:	200 S. Lincolnway
City/State:	North Aurora, IL
Zip/Postal Code:	60542
Phone:	630-897-8705
Fax:	630-897-8700
Contact Name:	Sgt. Dan Cyko

SHIPPING

Company:	North Aurora Police Department
Address:	200 S. Lincolnway
City/State:	North Aurora, IL
Zip/Postal Code:	60542
Phone:	630-897-8705
Fax:	630-897-8700
Contact Name:	Sgt. Dan Cyko

Authorized By:

Item #	Description	Quantity	Unit Price	Amount
1	FORD F150 CREW CAB 5'6" BED W/375 HP Ecoboost	1	\$28,490.00	\$28,490.00
2	4x4 OPTION	1	\$3,120.00	\$3,120.00
3	UM _ Agate Black Metallic	1	\$0.00	\$0.00
4	Left intentionally blank	0	\$0.00	\$0.00
5	85A - XL Power Equipment Group	1	\$1,080.00	\$1,080.00
6	91P - 8-Way Power Drivers Seat	1	\$360.00	\$360.00
7	52P - Bluetooth Sync	1	\$440.00	\$440.00
8	50S - Cruise Control	1	\$210.00	\$210.00
9	53A - Class IV Tow Package 4/7 Pin wiring	1	\$590.00	\$590.00
10	67T - Integrated Trailer Brake Control	1	\$275.00	\$275.00
11	18B - Platform Running Boards	1	\$280.00	\$280.00
12	63T - Tailgate Step	1	\$375.00	\$375.00
13	54R/59S - See Attached	1	\$480.00	\$480.00
14	76R - Reverse Sensing	1	\$275.00	\$275.00
15	96W - Spray in Bed Liner	1	\$595.00	\$595.00
16	66S - XL SSV Package	1	\$50.00	\$50.00
17	DSS - Driver Side LED Spotlight	1	\$410.00	\$410.00
18	KWR - Extra Key with Remote	1	\$180.00	\$180.00
19	MP _Municipal Police Plates	1	\$225.00	\$225.00
20	Delivery Multiple Units	1	\$225.00	\$225.00

Notations:
PATROL VEHICLE

TOTAL \$37,660.00

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: TAX INCREMENT FINANCING FAÇADE GRANT – 227 S. LINCOLNWAY
AGENDA: JUNE 21, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution approving Route 31 TIF Façade Grant Funding in the amount of \$4,549.09 to the property located at 227 S. Lincolnway, North Aurora, Illinois

DISCUSSION

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

Ma Maw's Kitchen is currently in the process of making improvements to the building located at 227 S. Lincolnway in order to open a restaurant. While they plan to complete a number of building and site improvements, they are requesting NATIFGP for exterior painting at this time.

Staff has reviewed the submittal information for eligibility and the above requested project meets the established criteria for the NATIFGP. The minimum of two bids were provided and are included with the application packet.

After review of the information included in both bids, the total amounts are almost identical, given the quantities and unit prices. Nunez Landscaping has performed work in the past for the applicant, and according to the applicant, can commence work in a timely fashion. Therefore, staff is supportive of the use of Nunez Landscaping for the painting project.

Staff notes that this is the first time the Village Board has reviewed this request. Staff is requesting approval of this application on first read to allow the property owner to begin work on the proposed improvements in anticipation of opening the business in the beginning of July.



**TAX INCREMENT FINANCING DISTRICT FAÇADE GRANT PROGRAM
[Application Form]**

Loan Amount Requested: \$ 9,098⁰⁰ Total Project Cost: \$ 9,098⁰⁰

1. Applicant Information

Name: Meighan Cole

Home Address: 3824 Hoffmeyer St Plano IL 60545

Phone: 630 2946721

Email: mamawskitchen1@gmail.com

Applicant is: Owner ☐ Tenant ☒ If tenant, term of lease: 1/2021 - until under neg
1/2022

If tenant, name & phone of owner: Tom, Tim, Bonne Kennefick

2. Property Information

Address: 2275. Lincolnway North Aurora IL 60542

Business Name (if applicable): MAMAWS Kitchen & Concessions LLC

Property Identification Number #: _____

3. Proposed use of funds:

☐ Canopy/awning

☐ Signage

☐ Windows/doors

☐ Exterior lighting

☒ Painting/tuck pointing

☐ Restoration of architectural feature

☐ Landscaping

☐ Exterior ADA accessibility

☐ Demolition

☐ Parking lot improvements

☐ Other (please specify) _____

4. Breakdown of Project:

Estimated Amount	Description of Work
A. \$ <u>90,980.00</u>	<u>Painting, tuck pointing and scraping</u>
B. \$ _____	_____
C. \$ _____	_____
D. \$ _____	_____

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

- Preliminary cost estimates (typically a copy of itemized contractor estimates/quotes).
- Site plan and elevation drawn to scale, with scale(s) noted, illustrating the proposed improvements. Proposed materials, colors, finishes and details, including signage (if any).
- Elevations of any façade proposed to be drawn to a scale of at least 1/8" = 1'; each elevation drawing should include notations of proposed materials, colors, finishes, and details. The drawing should clearly show proposed signage (if any).
- Clear and identifiable photographs, at least 5"x7" in size, of the building facades and facades of buildings on the same block. If more than one façade is proposed for renovation, photographs of each façade and buildings on the same block should be submitted.

5. Statement of Understanding:

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

Applicant's Signature: _____

Date: 6/16/2021

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

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

Lease beginning date: _____

Lease ending date: _____

Owner's signature: _____

Date: _____

Return completed application form to:

**Michael Toth
Community and Economic Development Director
Village of North Aurora
25 East State Street
North Aurora, IL 60542**

Date application received: 6/17/21 Zoning: B-3

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

Ineligible improvements, if any: _____

Grant Approved Date: _____ **Grant Denied** Date: _____

Total estimated project cost: \$ _____ Reason: _____

Percent applied for grant: _____

Total amount of grant: \$ _____

Nunez Landscaping

INVOICE

MaMaw's Kitchen Concession
Meighan Cole & Rachel Moore
227 S Lincolnway
North Aurora
IL 60542
US

Invoice Date
13 Jun 2021
Invoice Number
000000
Reference/P.O. #

Tax Number
None
Currency
Proposal TBA

Nunez Landscaping
102 N Ohio
Aurora
IL 60506
Kane

Description	Quantity	Unit Price	Total price
Paint: SW Pro-Cryl Primer: \$49.29 a gallon; plus sales tax:	17	49.29	837.93
Paint:SW Emerald Exterior Flat Paint: \$65.73 a gallon; plus sales tax:	25	65.73	1,643.25
Paint: SW Loxon Concrete Stain; \$41.75 a gallon; plus sales tax:	4	41.75	167.00
Misc Supplies: Man lift, lumber, metal shingles, hand tools, coverings, plastic, tap	1	1,500.00	1,500.00
Labor: 3-4 Experienced Painters for approximately 3-4 days.	1	4,950.00	4,950.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
TOTAL			9,098.18

Due Date:

Additional notes

Exterior Re-Paint: ALL Siding, Soffit, and Fascia; Including Concrete Landing:

" Pressure wash entire exterior with cleaner to remove any debris or contaminants.

" Replace approx.. 50LFt of damaged or rotted wood.. Also, install new metal roofing to a section approx.. 6' x 4'

NOTE: metal shingles to be as close as match as possible.

" Prime entire exterior with one thick coat of Sherwin-William' s Pro-Cryl Industrial Primer. Primer to be grey tint.

" Apply TWO coats of Sherwin-William' s Duration Exterior Paint to entire exterior; including metal roof. Color(s)

04/14/2021

PROPOSAL #21-0154



FROM:

FRANKIE VITULLO
PRESIDENT

JURASSIC PAINTING AND DECORATING, LLC
3607 THOMAS CT
PLANO, IL 60545

PHONE: 630. 636. 0083
EMAIL: JURASSICPAINTING@GMAIL.COM
WEBSITE: WWW.JURASSICPAINTINGLLC.COM
FACEBOOK: WWW.FACEBOOK.COM/JURASSICPAINTINGLLC

TO:

MEIGHAN COLE

227 S. LINCOLNWAY ST.
NORTH AURORA, IL 60542

PHONE: 630.294.6721
EMAIL: MAMAWSKITCHEN1@GMAIL.COM

Job/Type	Overview/Description	Payment Terms	Completion Date
<u>227 S. Lincolnway St. North Aurora, IL 60542</u>	<u>Exterior Re-Paint: ALL Siding, Soffit, and Fascia; Including Concrete Landing:</u> <ul style="list-style-type: none">◆ Pressure wash entire exterior with cleaner to remove any debris or contaminants.◆ Replace approx.. 50Lft of damaged or rotted wood.. Also, install new metal roofing to a section approx.. 6'x 4'. NOTE: metal shingles to be as close as match as possible.◆ Prime entire exterior with one thick coat of Sherwin-William's Pro-Cryl Industrial Primer. Primer to be grey tint.◆ Apply TWO coats of Sherwin-William's Duration Exterior Paint to entire exterior; including metal roof. Color(s) to be determine.◆ Apply TWO coats of Sherwin-William's Solid Concrete Stain to concrete landing. Color to be determine.◆ Perform all necessary prep-work; i.e. caulking, covering, and etc. Clean up any drips, spills, overpainting, etc., and remove all of Contractor's materials and debris from the Client's premises. All materials are guaranteed to be as specified and all work shall be performed in accordance with the specifications above and in a substantially workmanlike fashion.	Due on Receipt	TBA

Materials	Unit Price	Units Needed	Line Total
<u>Paint:</u>	SW Pro-Cryl Primer; \$49.29 a gallon; plus sales tax: SW Emerald Exterior Flat Paint; \$65.73 a gallon; plus sales tax: SW Loxon Concrete Stain; \$41.75 a gallon; plus sales tax:	15 25 4	\$825 \$1,400 \$180
<u>Misc. Supplies:</u>	Man lift, lumber, metal shingles, hand tools, coverings, plastic, tape, caulk, sand paper, and etc.	X	\$1,500
<u>Labor:</u>	3-4 Experienced Painters for approximately 3-4 days.	X	\$4,950
<u>Other:</u>			
Total:			\$8,855

**JURASSIC PAINTING AND DECORATING IS FULLY INSURED
AND CAN PROVIDE PROOF OF IN INSURANCE UPON REQUEST.**

THANK YOU

RESOLUTION No.

**RESOLUTION APPROVING ROUTE 31 TIF FAÇADE GRANT FUNDING
IN THE AMOUNT OF \$4,549.09 TO THE PROPERTY LOCATED AT 227 S. LINCOLNWAY, NORTH
AURORA, ILLINOIS**

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

WHEREAS, an application has been filed requesting façade grant funding for the property located at 227 S. Lincolnway in the Village of North Aurora in the amount of \$4,549.09 for certain eligible improvement costs; and

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

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.

2. A façade grant in the amount of \$4,549.09 is hereby approved for the property at 227 S. Lincolnway, North Aurora, Illinois.

3. This Resolution shall take immediate full force and effect from and after its passage and approval.

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

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

Mark Carroll _____

Laura Curtis _____

Mark 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.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk