



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, DECEMBER 6, 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 and remotely via telecommunications to help prevent the spread of COVID-19. 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/86104374760>

Meeting ID: 861 0437 4760

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, all visitors to North Aurora Village Hall are required to wear face coverings, regardless of vaccination status. Participants and attendees in board and commission meetings are permitted to remove their face coverings once seated if they are vaccinated and able to maintain 6-feet of social distancing from other participants.

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

ROLL CALL

PUBLIC HEARING

2021 Tax Levy

PRESENTATION

North Aurora Fire Protection District

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 11/15/2021 and Committee of the Whole Minutes dated 11/15/2021

2. Bills List Dated 12/06/2021 in the Amount of **\$323,116.02**
3. Approval of the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax
4. Approval of Travel and Expenses for Business Purposes in the Amount of **\$40.00**

NEW BUSINESS

1. Approval of Ordinance Approving Changes to Sections 5.08.010 and 5.08.340 of Chapter 5.08 of Title 5 of the North Aurora Municipal Code Amending the Liquor License Classifications that Allow Video Gaming and Adding a Supplemental Video Gaming License
2. Approval to Authorize of the Repair of the Pump for Well #9 to Layne Christensen in the Amount of **\$51,499.95**
3. Approval to Authorize Village Administrator to Execute Purchase of Utility Truck for Water Division Above Spending Authority
4. Approval of Sewer Televising Contract with Visu-Sewer for the Unit Price Agreement in the Amount of **\$19,357.12**
5. Approval of Intergovernmental Agreement with City of Batavia Formalizing Emergency Water Sharing Operations
6. Approval of Resolution Approving a Recapture Agreement with Richmar Realty and Development LLC Pursuant to the Orchard Commons Annexation Agreement
7. Resolution approving Amendment No. 5 to the Intergovernmental Agreement Between the Village of North Aurora and the County of Kane for Jurisdictional Transfer and Access to Randall Road
8. Approval of Ordinance for the Levy and Assessment of Taxes in and for the Village of North Aurora and the Messenger Public Library, Kane County, Illinois for the Fiscal Year Beginning June 1, 2021 and Ending May 31, 2022
9. Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2021 and ending May 31, 2022
10. Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year beginning June 1, 2021 and ending May 31, 2022
11. Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2021 and ending May 31, 2022
12. Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2021 and ending May 31, 2022
13. Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2021 and ending May 31, 2022
14. Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2021 and ending May 31, 2022
15. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2021 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)

16. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2021 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)

VILLAGE PRESIDENT

1. Beautification Committee Appointments
 - a. Appointing Chairman – Mark Carroll
 - b. Re-Appointing Existing Commission Members
 - i. Al Boholm
 - ii. Rose Harding
 - iii. Mary Ann Hosler
 - c. Appointing New Members
 - i. Brian Apgar
 - ii. Gabby Gaytan
 - iii. Edoardo Tabasso

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, November 15, 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, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Dave Fisher.

AUDIENCE COMMENTS –

Jimmy Antounopolis Owner of Runaway Restaurant, 120 Butterfield Rd, expressed interest in opening a new business in North Aurora in a retail space within the Woodman's Lot. He was looking for information and guidance on how to move forward with this concept.

Mark Claypool of 2717 Berman Rd. in North Aurora wanted to address what he felt was an outdated ordinance regarding recreational vehicles. Mr. Claypool explained that he owns an RV and travels frequently but the code designating days and times recreational vehicles were allowed to be in residents' driveways was limiting and often did not align with his travel plans. He believed that many more people own travel trailers and recreational vehicles than when this ordinance was established and should be revisited by the Village Board. Mr. Claypool also stated that thus far he has been able to communicate his needs with the village and been given flexibility to have his RV in his driveway outside of the designated times but had been told that beginning January 2022 this would no longer be allowed. The Board was open to bringing the subject back for discussion.

CONSENT AGENDA

1. Village Board Minutes dated 11/01/2021 and Committee of the Whole Minutes dated 11/01/2021
2. Bills List Dated 11/15/2021 in the Amount of \$252,801.33
3. Approval of Resolution Accepting the Public Improvements for the Lincoln Valley on the Fox Phase One Development
4. Approval of Travel and Expense Report for Business Purposes in the Amount of \$180.00
5. Approval of Sanitary Sewer Easements

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

NEW BUSINESS

1. Approval of Ordinance Amending Chapter 5.35 of the North Aurora Municipal Code Regulating Mobile Food Vending in the Village of North Aurora

Community & Economic Development Director Mike Toth explained that this item had come before the board at the October 18, 2021 Committee of the Whole meeting to discuss an amendment to the mobile food vending provisions that would allow food trucks to be utilized on a continual basis within the Route 31 corridor. At that time the Board expressed concerns of the use of food trucks and the negative impact it may have on existing restaurants including the possibility of having an unfair advantage by serving on site and then having the ability of being mobile and selling elsewhere.

Staff then updated the proposed language to include additional concerns for the Route 31 corridor exemption and presented them to the Board at the November 1, 2021 Committee of the Whole meeting. The staff took the resulting conversation and further refined the ordinance with the addition of seven provisions including that the mobile food vendor shall be subject to permit requirements in addition to approval from the Village Board in regard to the location of the mobile food vendor vehicle, subject to whatever conditions the Village Board may reasonably impose as well as any change to the location of the mobile food vendor must be approved by the Village Board prior to the relocation.

There was a brief discussion for clarification on the proposed Ordinance.

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

2. Approval of Ordinance Amending Sections 5.08.340 Regarding Alcoholic Beverage Sales on Class J-3 Licenses

Administrator Bosco explained that the State of Illinois modified their statute regarding the sale of liquor at microbreweries to allow for the sale of wine and spirits in addition to the previously allowed sales of beer. The Village is seeking to amend the existing code for J-3 Microbreweries to reflect those of the State.

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

3. A Resolution approving a Sewer Easement Agreement with ComEd and a Storm Water Easement Performance and Indemnity Agreement with the North Aurora Industrial Venture, L.L.C. and Opus Development Company, L.L.C.

Director Toth explained that the item was in regard to the Opus development on the site of the former Valley Green Golf Course. The developer had negotiated an easement agreement with ComEd for placement of the storm water drainage facilities to be placed on the ComEd easement for connection to the North Aurora storm water control system. ComEd will only grant the easement to the Village of North Aurora. In order to protect the Village from any liabilities associated with the storm water connection, staff had also negotiated a Storm Water Easement Performance and Indemnity Agreement. Toth stated that by entering into the Agreement it signifies that the Village is willing to accommodate the developer on the condition that they accept responsibility for performance of the work to construct and extend the storm water drainage facilities throughout the ComEd easement, for repair, maintenance and replacement of those facilities as necessary. A special service area will also be provided as a backup measure and include the cost of the storm water improvements.

Attorney Drendel added that a similar situation had arisen with the BNSF line and a development to the north of Village Hall, resulting in BNSF only allowing the work to be done within their easement through an agreement with the Village rather than the developer.

A brief discussion was had in regard to what happens in the event the property is sold.

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

4. Approval of 2022 Road Program Engineering Services Agreement with Engineering Enterprises, Inc. (EEI) in the Estimated Amount of \$204,730.00

Public Works Director Laskowski explained that this estimated amount is only for the construction costs as the Village's engineer was able to design the Road Program resulting in a large savings to the Village. He also explained that while the construction costs were going to be less by comparison of previous years, the Village is planning on repairing more road than previous years (5.1miles) resulting in a greater estimated cost.

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

5. Approval of Route 31 & Airport Road Intersection Design & Construction Engineering Services Agreement with Engineering Enterprises, Inc. (EEI) in the Amount of \$186,722.00

Director Laskowski explained that the intersection of Route 31 and Airport Road has been problematic for trucks making turns. The Village has received a proposal from Engineering Enterprises, Inc. for design and construction engineering services for the Route 31 and Airport Road Intersection Improvement Project proposed for fiscal year 2023. The project would include widening of the intersection at the corners and the relocation and modification of traffic signal equipment and sidewalk at the intersection.

Director Laskowski stated that the project complexity is greater than that of a typical road program, resulting in greater expense.

The Board discussed their own experiences with the intersection and the need for the improvements.

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

VILLAGE PRESIDENT – None

TRUSTEES COMMENTS – Trustee Lowery asked if there would be a possibility of resurfacing Route 31 between State St and Airport Rd. Director Laskowski explained that the road was owned by the State but a letter can be sent to them requesting repairs.

ADMINISTRATOR'S REPORT – Administrator Bosco stated that the Village held a nice Veterans Day ceremony at the Police Station. Administrator Bosco thanked Chief Fisher and his staff for their help.

Administrator Bosco also mentioned that the Riverfront Park Plaza project that had been put on hold due to the IDNR's Fox River Dam Study has been moving forward with project plans to begin after the summer of 2022.

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – None
5. **Attorney Report**-None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, November 15, 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 Mark Carroll, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

Staff in attendance: Village Administrator Steve Bosco, 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. Solar Energy Panel Text Amendment

Administrator Bosco reminded the Board that the zoning ordinance for solar energy panels has gone before the board a few times, at this time the Board is open to discussing the possibility of solar collecting panels covering 100% of a home's roof.

Director Toth explained that in 2018 the Board approved text amendments to the Zoning Ordinance eliminating the rule that no more than 25% of a resident's roof may be covered in solar panels however panels were not permitted on the front of the home or the roof plane pitched towards the corner side yard.

Director Toth said that in his discussion with an area assessor it was stated that solar panels do not have a positive or negative impact on a property or its neighboring property(s).

A public hearing had been set for December 7, 2021 before the Plan Commission meeting for the proposed amendment to allow solar panels on 100% of a roof's surface.

The consensus of the Board was to move ahead with proposed amendment.

2. Petition #21-10: Randall Square PUD Amendment

Director Toth explained that the Randall Square property is the development located on the southwest corner of Randall Rd and Oak Street. The property owner is proposing to subdivide Parcel 6 and develop each newly created parcel with a multi-tenant commercial and office buildings. A special use for a planned unit development amendment with deviation to the PUD and Zoning Ordinance, preliminary final plat of subdivision and site plan approval are all being requested as part of the petition. One of the deviations included as part of the PUD amendment would be a reduction in the 50 foot building and yard setback for all parcels adjacent to Oak Street and Randall Road to a 15 foot yard to allow parking and drive aisle encroachment. Another deviation would be the free standing sign, which in and of itself meets standards, the text would be larger than the 32 square feet allowed.

A public hearing was held on this petition at the November 2, 2021 Plan Commission meeting with the Plan Commission recommending approval of the petition.

Jason Doran, counsel for Randall/Oaks, LLC and Ramsey Elshafei of RE Development Solutions were on hand with a presentation regarding the proposed PUD amendments and the design of the retail and office buildings.

While the Board showed overall enthusiasm for the project, there were some questions about the lack of ornamentation of the façade of the buildings and the concerns over the possibility of being unable to fill the retail and office spaces. The developer expressed that they felt there was a good amount of interest in rental of the spaces.

3. Authorization to Purchase New Water Utility Truck

Administrator Bosco state that due to the delay of vehicle delivery, Public Works was interested in purchasing a vehicle outside of the regular procurement procedures.

Director Laskowski explained that Public Works Department has run in to trouble in regard to vehicles. A village truck has been in the shop for two months waiting on a part, the shop had decided to source a part from a junkyard to temporarily fix the vehicle while waiting on a new part from the manufacturer. The department is awaiting the delivery of three new Public Works vehicles that were ordered and one Community Development vehicle. The delivery of the vehicles are estimated to be over a year after ordering.

The Public Works department was asking for flexibility in purchasing a service truck. In the current climate, vehicles have been hard to come by and are purchased quickly. Public Works was asking for the Board to grant the Administrator the authority to make a purchase of a vehicle within a reasonable budgeted amount.

The Board was in favor of granting a resolution to allow Administrator Bosco the authority to purchase a vehicle for the Public Works Department.

4. Video Gaming Liquor Code Updates

Administrator Bosco, describing the discussions on Video Gaming within the Village as complicated, walked the Village Board through a presentation on previous Video Gaming Discussions.

At the October 18, 2021 Committee of the Whole meeting the Board reiterated that they didn't want Video Gaming parlors in the Village. A definition of video gaming parlor was established "an establishment in which the primary purpose is video gaming and/or the service of alcohol and in which the service of food is only complimentary or accessory to the video gaming and/or service of alcohol."

Currently the liquor code contains seating requirements for eligible establishments to have video gaming, staff saw a need to set a standard for seating while working with the Village Attorney.

Staff worked to craft liquor code changes that will help the staff when working with potential new businesses to determine that their intent is in line with the Village Board's vision for video gaming in the community.

Administrator Bosco explained that currently there is no requirement to indicate whether a business wants video gaming at the time of liquor license application. Not every business wants it right away but may want it later. Businesses have to follow the requirement in the liquor code. If a business indicates they

want video gaming and wants confirmation they meet the Village's standards they sometimes provide a seating chart and menu to affirm they fall in line with the Village's code.

Current code parameters have seating standards for each of the liquor code classes of establishments. In discussions with the Village's Chief Building Inspector and the North Aurora Fire Protection District, staff learned that capacity is defined in multiple ways. Staff felt that it was important to revisit the seating parameters of the Code and establish a capacity standard based on square footage to remove ambiguity and create a more enforceable standard.

Staff was looking for Board input on the question of how can the liquor code be clarified to give staff guidance when working with new businesses to ensure that the staff is moving forward in line with the Village Board's vision for video gaming.

Administrator Bosco introduced an idea that capacity standard based on square footage removes ambiguity and creates a more enforceable standard while meeting the Village Board's intent. Staff was proposing a capacity standard for video gaming to be 50 people in the dining/video gaming area using a measurement of 15 square feet per person.

Administrator Bosco also addressed the ambiguity of the requirement of an establishment to have a "full kitchen" in order to qualify for video gaming, which presents a problem for staff when issuing licenses.

Staff proposed multiple changes to address ambiguity within the current licensing requirements and procedures:

- Establish a new minimum requirement for Class A Large Restaurant based on size of establishment instead of number of chairs.
- Establish a new minimum requirement for a Class B Small Restaurant based on size of establishment instead of number of chairs
- Establish a new minimum requirement for video gaming for Class A Large Restaurant, Class B Small Restaurant, Class C Limited Restaurant, Class J-1 Brewpub and Class T Tavern of ability to have 50 people minimum in the dining/video gaming area using 15 square feet per person.
- Remove the two-year waiting requirement to have video gaming in respective liquor license classifications
- Require all future liquor licenses in liquor classifications that allow video gaming to go to the Committee of the Whole for review and consideration at the time of their initial liquor license
 - Should the Village Board deem the establishment a video gaming parlor, no liquor license would need to be created or granted

The Village Board and Staff discussed the proposed parameters, the logistics of enforcing the standards as well as the safety of imposing them. Ultimately the Board agreed with the suggested changes and with the addition of creating a supplemental license specifically for video gaming, requiring applicants to appear before the Village Board for approval.

Administrator Bosco stated that he and Attorney Drendel would work on putting together a supplemental classification and bringing it back before the Village Board.

EXECUTIVE SESSION – Property Acquisitions

ADJOURN TO EXECUTIVE SESSION

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

RETURN FROM EXECUTIVE SESSION

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, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 12/01/2021 - 1:01PM
 Batch: 00501.12.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Acres Enterprises, Inc.						
048740						
Retainage For Tree Planting 2020	2,500.00	01-445-4532	Tree Service	AEI_0388562	11/16/2021	12/06/2021
Tree Replacement (100)	30,475.00	01-445-4532	Tree Service	AEI_0421603	10/31/2021	12/06/2021
Total:	32,975.00	*Vendor Total				
AIM						
046510						
Flex 125- Nov 2021	154.00	01-430-4267	Finance Services	00035202	12/1/2021	12/06/2021
Total:	154.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- TPs	91.95	60-445-4567	Treatment Plant Repair/Maint	12948629	12/1/2021	12/06/2021
Pest Control- Well #5	43.30	60-445-4567	Treatment Plant Repair/Maint	12950072	12/1/2021	12/06/2021
Total:	135.25	*Vendor Total				
Aurora Area Convention						
003770						
NA Hotel Tax/ Oct 2021	3,462.71	15-430-4752	90% Tourism Council	11092021	11/9/2021	12/06/2021
Total:	3,462.71	*Vendor Total				
Aurora Fastprint						
029610						
Water Tickets (2000)	485.94	60-445-4507	Printing	34377	11/11/2021	12/06/2021
Total:	485.94	*Vendor Total				
Borekci Real Estate, LLC						
468158						
NATC Rebate June 21 - Aug 21 Original All 50	56,809.10	01-490-4781	Sales Tax Rebates	11192021-01	11/19/2021	12/06/2021
NATC Rebate June 21 - Aug 21 Inline 50%	9,187.87	01-490-4781	Sales Tax Rebates	11192021-02	11/19/2021	12/06/2021
Total:	65,996.97	*Vendor Total				
Brian Reid						
041970						
Police Commission Board Meeting- 4/7/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	04072021	4/7/2021	12/06/2021
Police Commission Board Meeting- 4/10/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	04102021	4/10/2021	12/06/2021
Police Commission Board Meeting- 6/21/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	06212021	6/21/2021	12/06/2021
Police Commission Board Meeting- 8/6/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	08062021	8/6/2021	12/06/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Police Commission Board Meeting- 11/24/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	11242021	11/24/2021	12/06/2021
Total:	250.00	*Vendor Total				
Call One						
043480						
25 E. State Street Lines	87.87	01-430-4652	Phones and Connectivity	468875-01	11/15/2021	12/06/2021
25 E. State Street Lines	87.87	01-441-4652	Phones and Connectivity	468875-02	11/15/2021	12/06/2021
25 E. State Street Lines	87.87	01-445-4652	Phones and Connectivity	468875-03	11/15/2021	12/06/2021
25 E. State Street Lines	87.88	60-445-4652	Phones and Connectivity	468875-04	11/15/2021	12/06/2021
314 Butterfield Road Lines	3.21	01-445-4652	Phones and Connectivity	468875-05	11/15/2021	12/06/2021
200 S Lincolnway Lines	60.40	01-440-4652	Phones and Connectivity	468875-06	11/15/2021	12/06/2021
Total:	415.10	*Vendor Total				
Carus Corporation						
033300						
ETP HMO Chemicals	588.88	60-445-4437	Chlorine	SLS/ 1009643	10/29/2021	12/06/2021
Total:	588.88	*Vendor Total				
Chicago Communications LLC						
468149						
Squad Install- Squad #68	195.00	01-440-4511	Vehicle Repair and Maint	331453	11/12/2021	12/06/2021
Squad Install- Squad #77	195.00	01-440-4511	Vehicle Repair and Maint	331454	11/12/2021	12/06/2021
Total:	390.00	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning- PW Garage	39.06	01-445-4520	Public Buildings Rpr & Mtce	410118380	11/9/2021	12/06/2021
First Aid Kit Supplies- PW Garage	98.84	01-445-4870	Equipment	5083542794	11/10/2021	12/06/2021
Total:	137.90	*Vendor Total				
City of Aurora						
027870						
Water Samples- Oct 2021	285.00	60-445-4562	Testing (water)	215898	11/15/2021	12/06/2021
Total:	285.00	*Vendor Total				
Coffman Truck Sales, Inc.						
000320						
Safety Test- Truck #186	59.50	01-445-4511	Vehicle Repair and Maint	282282	11/8/2021	12/06/2021
Total:	59.50	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 4 S Willowway	106.81	10-445-4660	Street Lighting and Poles	0146092024	11/4/2021	12/06/2021
Well #9 10/15 - 11/15	226.00	60-445-4662	Utility	0543120261	11/16/2021	12/06/2021
Street Lights/ 1802 Orchard Gateway	265.66	10-445-4660	Street Lighting and Poles	0562144049	11/4/2021	12/06/2021
Street Lights/ 1901 Orchard Gateway	45.24	10-445-4660	Street Lighting and Poles	0835082016	11/3/2021	12/06/2021
Street Lights/ 1197 Comiskey	11.57	10-445-4660	Street Lighting and Poles	0903075187	11/15/2021	12/06/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Silo Lighting/ 8 W State Street	98.44	01-445-4660	Street Lighting	1047147081	11/4/2021	12/06/2021
Street Lights/ 1051 Kettle Ave	54.41	10-445-4660	Street Lighting and Poles	1083133047	11/3/2021	12/06/2021
Street Lights/ East Tower Electric	42.47	60-445-4662	Utility	1313136025	11/5/2021	12/06/2021
Street Lights/ 1200 Orchard Gateway	545.58	10-445-4660	Street Lighting and Poles	1344158042	11/4/2021	12/06/2021
Street Lights/ Rt56 & Rt25	134.73	10-445-4660	Street Lighting and Poles	1425064018	11/8/2021	12/06/2021
Street Lights/ 1193 Comiskey	11.57	10-445-4660	Street Lighting and Poles	1743032047	11/15/2021	12/06/2021
Street Lights/ Orchard Gateway & Deerpath	72.17	10-445-4660	Street Lighting and Poles	1776122038	11/4/2021	12/06/2021
Street Lights/ Orchard & Oak	273.48	10-445-4660	Street Lighting and Poles	1875021089	11/4/2021	12/06/2021
Street Lights/ Comiskey & Orchard	145.80	10-445-4660	Street Lighting and Poles	2313121105	11/4/2021	12/06/2021
Street Lights/ 1600 Orchard Gateway	278.35	10-445-4660	Street Lighting and Poles	2579039064	11/4/2021	12/06/2021
Street Lights/ Orchard & White Oak	126.47	10-445-4660	Street Lighting and Poles	2963079050	11/4/2021	12/06/2021
Street Lights/ 19 N Lincolnway	63.77	10-445-4660	Street Lighting and Poles	2985029045	11/4/2021	12/06/2021
Street Lights/ Orchard & Orchard Gateway	220.20	10-445-4660	Street Lighting and Poles	3147017028	11/4/2021	12/06/2021
Street Lights	3,127.00	10-445-4660	Street Lighting and Poles	3771153008	11/15/2021	12/06/2021
Street Lights/ 211 River Rd	2,633.73	10-445-4660	Street Lighting and Poles	4007024020	11/12/2021	12/06/2021
Well #8 10/5 - 11/3	6,197.56	60-445-4662	Utility	4026128016	11/4/2021	12/06/2021
Total:	14,681.01	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Well #6 10/4 - 11/2	3,102.11	60-445-4662	Utility	60965793901	11/3/2021	12/06/2021
Well #4/ WTP 10/6 - 11/4	6,880.19	60-445-4662	Utility	60981786001	11/5/2021	12/06/2021
Well #7 10/7 - 11/5	5,222.61	60-445-4662	Utility	60995842501	11/8/2021	12/06/2021
Well #5 10/7 - 11/5	8,086.86	60-445-4662	Utility	60995872201	11/8/2021	12/06/2021
Total:	23,291.77	*Vendor Total				
Core & Main						
039040						
Water Repair Parts	3,441.50	60-445-4568	Watermain Rprs. & Rplcmts.	P917108	11/10/2021	12/06/2021
Total:	3,441.50	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Brake Clean & Labor	162.74	01-445-4511	Vehicle Repair and Maint	240004	11/5/2021	12/06/2021
Hoses	95.58	01-445-4511	Vehicle Repair and Maint	240154	11/12/2021	12/06/2021
Total:	258.32	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Svcs- Valley Green Short-Pay/ Sept 202	27.00	90-000-E250	Opus - Valley Green Project	93631-02	9/30/2021	12/06/2021
Legal Svcs- Contract Review/ Oct 2021	222.00	01-445-4260	Legal	94020	10/31/2021	12/06/2021
Legal Svcs- CommDev/ Oct 2021	1,433.75	01-441-4260	Legal	94627-01	10/31/2021	12/06/2021
Legal Svcs- CommDev/ Oct 2021	315.00	90-000-E248	Aurora Packing Company	94627-02	10/31/2021	12/06/2021
Legal Svcs- CommDev/ Oct 2021	1,172.50	90-000-E258	TCD -Logistics Ice Cream Dr	94627-03	10/31/2021	12/06/2021
Legal Svcs- PD /Oct 2021	1,040.75	01-440-4260	Legal	94642	10/24/2021	12/06/2021
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Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Brake Repair- Truck #165	4,012.66	01-445-4511	Vehicle Repair and Maint	075649	10/26/2021	12/06/2021
Tow & Leak Repair- Truck #147	986.16	01-445-4511	Vehicle Repair and Maint	075823	11/16/2021	12/06/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	4,998.82	*Vendor Total				
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Elisa L. Hatchett						
051830						
Police Commission Board Meeting- 4/7/2021	50.00	01-439-4015	Police Csn Mtgs-per Diem	04072021	4/7/2021	12/06/2021
Police Commission Board Meeting- 4/10/2021	50.00	01-439-4015	Police Csn Mtgs-per Diem	04102021	4/10/2021	12/06/2021
Police Commission Board Meeting- 6/21/2021	50.00	01-439-4015	Police Csn Mtgs-per Diem	06212021	6/21/2021	12/06/2021
Police Commission Board Meeting- 8/6/2021	50.00	01-439-4015	Police Csn Mtgs-per Diem	08062021	8/6/2021	12/06/2021
Police Commission Board Meeting- 11/24/2021	50.00	01-439-4015	Police Csn Mtgs-per Diem	11242021	11/24/2021	12/06/2021
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Total:	250.00	*Vendor Total				
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Engineering Enterprises, Inc.						
467917						
Eng Svcs- Orch Gtwy Ph 1 Design	4,529.75	21-450-4255	Engineering	72837	11/18/2021	12/06/2021
Eng Svcs- 2021 Road Program	2,521.75	21-450-4255	Engineering	72838	11/18/2021	12/06/2021
Eng Svcs- Well #5 Modifications Design	4,499.00	60-463-4255	Engineering	72839	11/18/2021	12/06/2021
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Total:	11,550.50	*Vendor Total				
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Euclid Managers						
049670						
Short-Term Disability/ Dec 2021	428.89	01-000-2057	Short-Term Disability	11142021	11/14/2021	12/06/2021
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Total:	428.89	*Vendor Total				
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Feece Oil						
031060						
Diesel Fuel	1,550.57	71-000-1340	Gas/Diesel Escrow	3838482	11/15/2021	12/06/2021
Mid-Grade Fuel	3,351.33	71-000-1340	Gas/Diesel Escrow	3838483	11/15/2021	12/06/2021
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Fifth Third Bank						
028450						
TLO Search Database/ TLO Transunion	160.00	01-440-4555	Investigations	JG10272021-(10/1/2021	12/06/2021
Hotel For Training/ Element Moline	504.15	01-440-4370	Conferences & Travel	JG10272021-(10/2/2021	12/06/2021
Hotel For Training/ Quality Inn & Suites	410.63	01-440-4370	Conferences & Travel	JG10272021-(10/5/2021	12/06/2021
Investigations App/ Apple.com	10.61	01-440-4555	Investigations	JG10272021-(10/15/2021	12/06/2021
Transcription Service/ Paypal Nettrnsrpt	97.51	01-440-4555	Investigations	JG10272021-(10/21/2021	12/06/2021
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Geneva Construction Co.						
000530						
Rt31 Sidewalk Construction/ Pay #1	41,705.35	12-480-4875	Capital Improvements	59877	11/30/2021	12/06/2021
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Total:	41,705.35	*Vendor Total				
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Global Water Technology, Inc.						
467862						
Mnthly Water Test- VH, PD	200.00	01-445-4520	Public Buildings Rpr & Mtce	43294	11/15/2021	12/06/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	200.00	*Vendor Total				
Hach Company						
014100						
Starch Indicator	139.41	60-445-4567	Treatment Plant Repair/Maint	12733939	11/8/2021	12/06/2021
Lab Reagents	438.54	60-445-4567	Treatment Plant Repair/Maint	12742143	11/11/2021	12/06/2021
Total:	577.95	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
PTAC Unit Replacement- PW Garage	3,310.00	01-445-4520	Public Buildings Rpr & Mtce	41877	11/12/2021	12/06/2021
Garage Heater Repair- VH	678.00	01-445-4520	Public Buildings Rpr & Mtce	41974	11/12/2021	12/06/2021
Total:	3,988.00	*Vendor Total				
Hey and Associates, Inc.						
040900						
BMP Inspections Report	2,325.00	17-032-4533	Maintenance	17-0006-1406	11/17/2021	12/06/2021
Total:	2,325.00	*Vendor Total				
Industrial Door Company						
044430						
Door Repair- PD	247.00	01-445-4520	Public Buildings Rpr & Mtce	114798	10/31/2021	12/06/2021
Total:	247.00	*Vendor Total				
Interactive Building Solutions, LLC						
050600						
Roof Top Unit Repair	5,400.00	01-445-4520	Public Buildings Rpr & Mtce	108197	11/29/2021	12/06/2021
Total:	5,400.00	*Vendor Total				
iTouch Biometrics LLC						
468238						
Livescan Machine Lobby	9,680.00	71-430-4870	Equipment	5051	11/17/2021	12/06/2021
Total:	9,680.00	*Vendor Total				
Johnson & Buh, LLC						
467744						
Local DUI Prosecution July - Sept	4,125.00	01-440-4260	Legal	21NAU03	11/15/2021	12/06/2021
Total:	4,125.00	*Vendor Total				
Kane County Planners						
028130						
Forum Registraion Fee	70.00	01-441-4390	Dues & Meetings	11302021	11/30/2021	12/06/2021
Total:	70.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Kane County Recorder						
010600						
Recording Fees	52.00	60-445-4506	Publishing	10312021-01	10/31/2021	12/06/2021
Recording Fees	52.00	90-000-E263	Gerald Genesis Remodel	10312021-02	10/31/2021	12/06/2021
Recording Fees	52.00	90-000-E264	McCue - Mooselakes	10312021-03	10/31/2021	12/06/2021
Total:	156.00	*Vendor Total				
Kane County Water Assoc						
005040						
Holiday Lunch (5)	125.00	60-445-4390	Dues & Meetings	11152021-01	11/15/2021	12/06/2021
Annual Dues (5)	125.00	60-445-4390	Dues & Meetings	11152021-02	11/15/2021	12/06/2021
Total:	250.00	*Vendor Total				
Kendall County Concrete						
047060						
Backfill- Popeyes/ Flowable Fill	282.00	60-445-4568	Watermain Rprs. & Rplcmts.	52515	11/3/2021	12/06/2021
Total:	282.00	*Vendor Total				
Kimball Midwest						
467916						
Credit From Invoice 9140804	-16.43	01-445-4511	Vehicle Repair and Maint	9371507	11/10/2021	12/06/2021
Wheels, Disc, Grease	430.57	01-445-4511	Vehicle Repair and Maint	9374594	11/10/2021	12/06/2021
Total:	414.14	*Vendor Total				
Konica Minolta						
024860						
Copier Maint- PD	89.00	01-440-4510	Equipment/IT Maint	276280136	10/31/2021	12/06/2021
Copier Maint- PD	121.18	01-440-4510	Equipment/IT Maint	276280540	10/31/2021	12/06/2021
Copier Maint- PD	71.15	01-440-4510	Equipment/IT Maint	276280703	10/31/2021	12/06/2021
Copier Maint- PD	71.15	01-440-4510	Equipment/IT Maint	276280705	10/31/2021	12/06/2021
Copier Maint- PD	50.28	01-440-4510	Equipment/IT Maint	276284359	10/31/2021	12/06/2021
Copier Maint- PD	42.21	01-440-4510	Equipment/IT Maint	276288196	10/31/2021	12/06/2021
Copier Maint- PW Garage	29.67	01-445-4411	Office Expenses	9008164640	11/1/2021	12/06/2021
Total:	474.64	*Vendor Total				
Linde Gas & Equipment Inc						
025120						
Welding Gas	188.05	01-445-4510	Equipment/IT Maint	66846173	10/28/2021	12/06/2021
Total:	188.05	*Vendor Total				
Meade Electric Company, Inc.						
027140						
Traffic Signal Repair- Dogwood & Ritter	78.30	01-445-4545	Traffic Signs & Signals	698472	11/9/2021	12/06/2021
Total:	78.30	*Vendor Total				
Menards						
016070						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Shackle	21.07	01-445-4510	Equipment/IT Maint	58652	2/5/2021	12/06/2021
Kerosene, Vacuum, Bleach, Garbage Bags	225.25	01-445-4870	Equipment	59991	3/3/2021	12/06/2021
4" Couplings	12.29	18-445-4570	Sewers Rpr & Mtce	64765-01	5/28/2021	12/06/2021
Garbage Bags	25.98	01-445-4421	Custodial Supplies	64765-02	5/28/2021	12/06/2021
Sewer Elbow	2.99	18-445-4570	Sewers Rpr & Mtce	64767	5/28/2021	12/06/2021
Couplings	31.63	18-445-4570	Sewers Rpr & Mtce	64771	5/28/2021	12/06/2021
Water Wand Repair	127.41	01-445-4510	Equipment/IT Maint	64961	6/1/2021	12/06/2021
Face Mask, Forks	28.16	01-445-4870	Equipment	73572-01	11/3/2021	12/06/2021
Christmas Lights & Clips	624.08	01-490-4761	Beautification Committee	73572-02	11/3/2021	12/06/2021
Couplings	12.36	01-445-4511	Vehicle Repair and Maint	74229	11/15/2021	12/06/2021
Ground Stakes, Christmas Lights	73.33	01-490-4761	Beautification Committee	74273	11/16/2021	12/06/2021
Christmas Lights	9.98	01-490-4761	Beautification Committee	74292	11/16/2021	12/06/2021
Ground Stakes, Christmas Lights	12.57	01-490-4761	Beautification Committee	74307	11/16/2021	12/06/2021
Total:	1,207.10	*Vendor Total				
Metro West COG						
032210						
Meeting- Gaffino 11/18/21	40.00	01-410-4390	Dues & Meetings	4575-01	11/30/2021	12/06/2021
Meeting- Bosco 11/18/21	40.00	01-430-4390	Dues & Meetings	4575-02	11/30/2021	12/06/2021
Total:	80.00	*Vendor Total				
METRONET						
467874						
Phone, Internet 11/24 - 12/23	774.61	01-430-4652	Phones and Connectivity	11242021-01	11/24/2021	12/06/2021
Phone, Internet 11/24 - 12/23	635.86	01-445-4652	Phones and Connectivity	11242021-02	11/24/2021	12/06/2021
Phone, Internet 11/24 - 12/23	721.17	60-445-4652	Phones and Connectivity	11242021-03	11/24/2021	12/06/2021
Phone, Internet 11/24 - 12/23	574.59	01-441-4652	Phones and Connectivity	11242021-04	11/24/2021	12/06/2021
Phone, Internet 11/24 - 12/23	1,772.41	01-440-4652	Phones and Connectivity	11242021-05	11/24/2021	12/06/2021
Phone, Internet- Silo 11/24 - 12/23	92.20	01-430-4652	Phones and Connectivity	11242021-06	11/24/2021	12/06/2021
Total:	4,570.84	*Vendor Total				
Michels Plumbing, Inc.						
468196						
New Water Service- 104, 107, 115 Elm	12,900.00	60-445-4568	Watermain Rprs. & Rplcmts.	59140	11/18/2021	12/06/2021
Total:	12,900.00	*Vendor Total				
Monroe Truck Equipment, Inc.						
031330						
Air Tailgate Cylinder Kit	255.63	01-445-4511	Vehicle Repair and Maint	334509	11/5/2021	12/06/2021
Total:	255.63	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Payroll Processing- Oct 2021	885.00	01-430-4267	Finance Services	1021311	10/31/2021	12/06/2021
Police Pension Payment- Nov 2021	70.00	80-430-4581	Banking Services/Fees	9213208	10/31/2021	12/06/2021
Total:	955.00	*Vendor Total				
Motorola Solutions- STARCOM21						
002980						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Mthly STARCOM21 Subscription	480.00	01-440-4652	Phones and Connectivity	61230202110	11/1/2021	12/06/2021
Total:	480.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Squad Parts	137.64	01-440-4511	Vehicle Repair and Maint	394309	10/25/2021	12/06/2021
Squad Parts- Squad #61	5.67	01-440-4511	Vehicle Repair and Maint	395321	11/4/2021	12/06/2021
Squad Parts- Squad #61	271.20	01-440-4511	Vehicle Repair and Maint	395323	11/4/2021	12/06/2021
Brake Pads- Truck #164	63.85	01-445-4511	Vehicle Repair and Maint	395361	11/4/2021	12/06/2021
Door Handle- Truck #183	30.79	60-445-4511	Vehicle Repair and Maint	395682	11/9/2021	12/06/2021
Faceshields	15.78	01-445-4870	Equipment	395758	11/9/2021	12/06/2021
Oil & Rust Protect	79.92	01-445-4511	Vehicle Repair and Maint	395777	11/10/2021	12/06/2021
Motor Tune-Up	15.98	01-445-4511	Vehicle Repair and Maint	395778	11/10/2021	12/06/2021
Diesel Additive	-37.96	01-445-4511	Vehicle Repair and Maint	395779	11/10/2021	12/06/2021
Wide Blades	129.10	01-445-4511	Vehicle Repair and Maint	396029	11/12/2021	12/06/2021
Truck Repair Parts- Truck #183	37.09	60-445-4511	Vehicle Repair and Maint	396207	11/15/2021	12/06/2021
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Office Depot						
039370						
Office Supplies	12.99	01-430-4411	Office Expenses	21003917300	11/24/2021	12/06/2021
Office Supplies	27.78	01-430-4411	Office Expenses	21003978300	11/23/2021	12/06/2021
Office Supplies	20.59	01-445-4411	Office Expenses	21003978300	11/23/2021	12/06/2021
Office Supplies	20.59	60-445-4411	Office Expenses	21003978300	11/23/2021	12/06/2021
Office Supplies	20.59	01-441-4411	Office Expenses	21003978300	11/23/2021	12/06/2021
Office Supplies	10.75	01-430-4411	Office Expenses	21150998600	11/17/2021	12/06/2021
Office Supplies	10.75	01-445-4411	Office Expenses	21150998600	11/17/2021	12/06/2021
Office Supplies	10.75	60-445-4411	Office Expenses	21150998600	11/17/2021	12/06/2021
Office Supplies	42.77	01-441-4411	Office Expenses	21150998600	11/17/2021	12/06/2021
Office Supplies	1.89	01-430-4411	Office Expenses	21155896000	11/17/2021	12/06/2021
Office Supplies	1.90	01-445-4411	Office Expenses	21155896000	11/17/2021	12/06/2021
Office Supplies	1.90	60-445-4411	Office Expenses	21155896000	11/17/2021	12/06/2021
Office Supplies	1.90	01-441-4411	Office Expenses	21155896000	11/17/2021	12/06/2021
Office Supplies	7.76	01-430-4411	Office Expenses	21155896100	11/17/2021	12/06/2021
Office Supplies	7.76	01-445-4411	Office Expenses	21155896100	11/17/2021	12/06/2021
Office Supplies	7.76	60-445-4411	Office Expenses	21155896100	11/17/2021	12/06/2021
Office Supplies	7.76	01-441-4411	Office Expenses	21155896100	11/17/2021	12/06/2021
Total:	216.19	*Vendor Total				
Olsson Roofing Company, Inc.						
042370						
WTP Roof Inspection, Repairs	782.00	60-445-4567	Treatment Plant Repair/Maint	21003407	11/30/2021	12/06/2021
ETP Roof Inspection, Repairs	817.00	60-445-4567	Treatment Plant Repair/Maint	21003408	11/30/2021	12/06/2021
Total:	1,599.00	*Vendor Total				
Ottosen DiNolfo						
031590						
FOP/ Personnel	1,237.50	01-440-4260	Legal	139800	10/31/2021	12/06/2021
Total:	1,237.50	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Paddock Publications, Inc.						
026910						
Public Notice	46.00	01-441-4506	Publishing	198109	11/14/2021	12/06/2021
Total:	46.00	*Vendor Total				
Phil Jungels						
039230						
Police Commission Board Meeting- 4/7/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	04072021	4/7/2021	12/06/2021
Police Commission Board Meeting- 4/10/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	04102021	4/10/2021	12/06/2021
Police Commission Board Meeting- 6/21/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	06212021	6/21/2021	12/06/2021
Police Commission Board Meeting- 8/6/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	08062021	8/6/2021	12/06/2021
Police Commission Board Meeting- 11/24/21	50.00	01-439-4015	Police Csn Mtgs-per Diem	11242021	11/24/2021	12/06/2021
Total:	250.00	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Orchard Gateway Culvert Plans/ Sept 2021	121.50	01-445-4255	Engineering	28146-01	10/13/2021	12/06/2021
Banbury Rd Water Main Plans/ Sept 2021	150.00	60-445-4255	Engineering	28146-02	10/13/2021	12/06/2021
Eng Svcs- LV Plan Review/ Sept 2021	554.00	01-445-4255	Engineering	28184	11/5/2021	12/06/2021
Eng Svcs- LV OTF/ Oct 2021	1,241.25	90-000-E232	DR Horton - FV Golf Course	28185	11/8/2021	12/06/2021
Eng Svcs- Well #9/ Oct 2021	336.00	60-445-4255	Engineering	28186	11/8/2021	12/06/2021
Eng Svcs- Central Wtr Twr Rebid/ Oct 2021	477.75	60-445-4255	Engineering	28187	11/8/2021	12/06/2021
Total:	2,880.50	*Vendor Total				
River Front Chrysler, Jeep						
032660						
Squad Repair	71.23	01-441-4511	Vehicle Repair and Maint	664466	8/10/2021	12/06/2021
Total:	71.23	*Vendor Total				
Robyn, Stecklein						
022080						
Meals For Training	49.40	01-440-4370	Conferences & Travel	11092021	11/9/2021	12/06/2021
Total:	49.40	*Vendor Total				
Sean Harreld						
468237						
Jacket & Bibs	248.95	01-445-4160	Uniform Allowance	11192021	11/19/2021	12/06/2021
Total:	248.95	*Vendor Total				
Secretary of State						
002690						
Notary- Lusk	10.00	01-440-4799	Misc.	11242021	11/24/2021	12/06/2021
Total:	10.00	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payment- Nov 2021	1,147.00	60-445-4510	Equipment/IT Maint	INV-007778	11/4/2021	12/06/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	1,147.00	*Vendor Total				
Sun Life Financial						
033620						
Dental Insurance- Admin/ Dec 2021	267.93	01-430-4136	Dental Insurance	11122021-01	11/12/2021	12/06/2021
Dental Insurance- CommDev/ Dec 2021	139.94	01-441-4136	Dental Insurance	11122021-02	11/12/2021	12/06/2021
Dental Insurance- PD/ Dec 2021	962.77	01-440-4136	Dental Insurance	11122021-03	11/12/2021	12/06/2021
Dental Insurance- PW/ Dec 2021	439.17	01-445-4136	Dental Insurance	11122021-04	11/12/2021	12/06/2021
Dental Insurance- Water/ Dec 2021	69.97	60-445-4136	Dental Insurance	11122021-05	11/12/2021	12/06/2021
Dental Insurance- Employee/ Dec 2021	2,088.84	01-000-2054	Insurance Employee Reimburse	11122021-06	11/12/2021	12/06/2021
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Total:	3,968.62	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Late Final Bills- Nov 2021	574.88	60-445-4507	Printing	26987	11/29/2021	12/06/2021
<hr/>						
Total:	574.88	*Vendor Total				
Thom Jungels						
039460						
New Inspections (50)- Nov 2021	2,550.00	01-441-4276	Inspection Services	11292021	11/29/2021	12/06/2021
<hr/>						
Total:	2,550.00	*Vendor Total				
Treasurer, State of Illinois						
009370						
Traffic Lights/ Rt56, Rt25, Rt31	1,821.99	01-445-4545	Traffic Signs & Signals	61805	11/5/2021	12/06/2021
<hr/>						
Total:	1,821.99	*Vendor Total				
TruGreen						
045160						
Lawn Weed Control	338.04	60-445-4567	Treatment Plant Repair/Maint	150200853	10/31/2021	12/06/2021
<hr/>						
Total:	338.04	*Vendor Total				
Uline, Inc						
468220						
Custodial Supplies- PD	580.14	01-445-4421	Custodial Supplies	140944395	11/5/2021	12/06/2021
<hr/>						
Total:	580.14	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone 11/13 - 12/12	91.61	01-430-4652	Phones and Connectivity	986745830-01	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	173.37	01-445-4652	Phones and Connectivity	986745830-02	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	117.41	60-445-4652	Phones and Connectivity	986745830-03	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	89.41	01-441-4652	Phones and Connectivity	986745830-04	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	232.35	01-440-4652	Phones and Connectivity	986745830-05	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	36.01	01-430-4652	Phones and Connectivity	9892766827-C	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	47.63	01-445-4652	Phones and Connectivity	9892766827-C	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	67.81	01-440-4652	Phones and Connectivity	9892766827-C	11/12/2021	12/06/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Cell Phone 11/13 - 12/12	74.74	01-430-4652	Phones and Connectivity	9892766829-C	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	151.04	01-445-4652	Phones and Connectivity	9892766829-C	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	118.72	60-445-4652	Phones and Connectivity	9892766829-C	11/12/2021	12/06/2021
Cell Phone 11/13 - 12/12	268.29	01-441-4652	Phones and Connectivity	9892766829-C	11/12/2021	12/06/2021
Total:	1,468.39	*Vendor Total				
Water Products Company						
001170						
1" Fittings (2)	85.48	60-445-4568	Watermain Rprs. & Rplcmts.	0305482	9/23/2021	12/06/2021
1" Fittings (2)	93.24	60-445-4568	Watermain Rprs. & Rplcmts.	0305646	10/4/2021	12/06/2021
Water Main Repair Clamps	774.52	60-445-4568	Watermain Rprs. & Rplcmts.	0306479	11/8/2021	12/06/2021
Brass Fittings For Lead Line Replacement	3,238.35	60-445-4568	Watermain Rprs. & Rplcmts.	0306513	11/9/2021	12/06/2021
Total:	4,191.59	*Vendor Total				
WBK Engineering, LLC						
467655						
Eng Srvcs-Riverfront Park Plaza/ Oct 2021	5,641.26	21-456-4255	Engineering	22511	11/8/2021	12/06/2021
Eng Srvcs- Comm Dev/ Oct 2021	871.20	01-441-4255	Engineering	22518	11/11/2021	12/06/2021
Eng Srvcs- Aurora Packing/ Oct 2021	1,075.00	90-000-E248	Aurora Packing Company	22519	11/11/2021	12/06/2021
Eng Srvcs- RC Mixed Use Bldg/ Oct 2021	439.16	90-000-E056	Randall Crossing Mixed Use	22520	11/11/2021	12/06/2021
Eng Srvcs- Valley Green/ Oct 2021	15,429.23	90-000-E250	Opus - Valley Green Project	22521	11/11/2021	12/06/2021
Eng Srvcs- 307 Banbury/ Oct 2021	220.46	90-000-E255	Chapelstreet Church	22522	11/11/2021	12/06/2021
Eng Srvcs- Ice Cream Dr/ Oct 2021	5,219.84	90-000-E258	TCD -Logistics Ice Cream Dr	22523	11/11/2021	12/06/2021
Eng Srvcs- 200 Poplar/ Oct 2021	860.00	90-000-E260	200 Poplar Parking Lot	22524	11/11/2021	12/06/2021
Eng Srvcs- Starbucks/ Oct 2021	258.00	90-000-E144	Vequity - Orchard Commons	22525	11/11/2021	12/06/2021
Eng Srvcs-111 River Rd Lot/ Oct 2021	1,634.00	90-000-E262	GEMCO Roofing &Building Sup	22526	11/11/2021	12/06/2021
Eng Srvcs- Cell Twr 800 Airport Rd/ Oct 2021	172.00	90-000-E265	Crown Castle - Verizon	22527	11/11/2021	12/06/2021
Eng Srvcs- Remmington Landing/ Oct 2021	625.00	01-441-4255	Engineering	22544	11/11/2021	12/06/2021
Eng Srvcs- Tanner Conveyance Ph 2 Design/ O	1,246.78	21-456-4255	Engineering	22558	11/18/2021	12/06/2021
Total:	33,691.93	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint- Nov 2021	200.00	01-430-4512	Website Maintenance	30826	11/3/2021	12/06/2021
Total:	200.00	*Vendor Total				
Weldstar Company						
014090						
Welding	82.75	01-445-4510	Equipment/IT Maint	54385	11/1/2021	12/06/2021
Total:	82.75	*Vendor Total				
Report Total:	323,116.02					

RESOLUTION 09-2021

**RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE
MESSENGER PUBLIC LIBRARY OF NORTH AURORA, IL.
FOR .02% MAINTENANCE TAX LEVY**

BE IT RESOLVED, by the Board of Library Trustees of the Village of North Aurora, Illinois, that an additional tax of .02% of the value of all taxable property in the Village as equalized or assessed by the Department of Revenue be levied for the fiscal Year beginning June 1, 2021 – May 31, 2022, by the Library's corporate authority for the maintenance, repairs, and alterations of library buildings and equipment, etc., as authorized by State of Illinois 75 ILCS 16/35(b).

BE IT FURTHER RESOLVED, that Secretary of the Board of Library Trustees shall forward a certified copy of this Resolution to the corporate authority for its action.

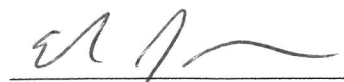
ADOPTED this 14th day of October 2021, pursuant to a roll call vote as follows

Ayes 5

Nays 0

Abstain 0

Absent 2



Mark Saperston
President of the Messenger Library Board of Trustees



Corinn Sparks
Secretary of the Messenger Library Board of Trustees

6-Dec-21

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West Meeting	Expense	11/18/2021	\$ 40.00

TOTAL **\$ 40.00**



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

If any travel expense(s) or reimbursement requests exceed the maximum allowable amounts per policy, they must be approved by a roll call vote of the Village Board. All Village Board Members expense(s) or reimbursements must be approved by a roll call vote of the Village Board.

Training / Travel Information			
Name: <u>Mark Gaffo</u>		Event: <u>Metropolitan Board meeting</u>	
Position: <u>Village President</u>		Purpose: <u>Legislative + Networking</u>	
Date From: <u>11-18-21</u>	Date To: <u>11-18-21</u>	Method of Travel:	
Destination: <u>St. Charles, IL</u>		Zip Code: <u>60174</u>	
Department: <u>Legislative</u>		GL Account Number: <u>01.410.4390</u>	

Expense Information (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)				
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates can be found on gsa.gov
Transportation To/From Event				The Village uses the total daily federal per diem rates to determine the maximum allowable meals and incidentals charged to an employee's purchasing card.
Lodging				
Transportation During Event				
Registration	<u>\$40.00</u>	<u>\$40.00</u>		
Meal & Tips / Gratuities				(Receipts are always required)
Miscellaneous				Alcohol is not an eligible expense for reimbursement
Describe Miscellaneous:				See part day limits under the excerpt M&IE section (flip side)
TOTAL EXPENSES				

Signatures

By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.

Estimate Expense Approval

Employee	<u>Mark Gaffo</u>	Date	<u>11-12-21</u>
Immediate Supv:		Date	
Executive Asst.:	<u>[Signature]</u>	Date	<u>11-12-21</u>

Actual Expense Approval

Employee	<u>Mark Gaffo</u>	Date	<u>11-30-21</u>
Dept. Head:		Date	
Executive Asst.:	<u>[Signature]</u>	Date	<u>11-30-21</u>

Do any **actual expense(s)** or **reimbursable requests** exceed the maximum allowable amounts per policy? ☐ No ☐ Yes If Yes, Explain Below

--

Village Board Roll Call Vote Approval, if necessary: ☐ YEA ☐ NAY Date _____

Metro West Council of Government
40W270 Lafox Rd Ste A
Campton Hills, IL 60175 US
SRussell.mwcog@gmail.com

Invoice



BILL TO

Village of North Aurora
Attn: Accounts Payable
25 East State Street
Illinois
North Aurora, IL 60542

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4575	11/30/2021	\$80.00	12/30/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Board Meetings	November 18, 2021 Board Meeting: Mark Gaffino Steve Bosco	2	40.00	80.00

Thank you from Metro West!!!

BALANCE DUE

\$80.00

Memorandum



To: Village President and Village Board of Trustees
From: Steven Bosco, Village Administrator
Date: 11-30-21
Re: Changes to Liquor Code Regarding Video Gaming

At the October 18, 2021 Committee of the Whole meeting, the Village Board discussed the Village's liquor code relative to video gaming. At the meeting, the Village Board stated that they want to continue to prevent video gaming parlors from operating in the Village. Staff presented options to the Village Board at the November 15, 2021 Committee of the Whole meeting to amend the Village's liquor code. The proposed amendments focused on clarifying what constitutes an eligible video gaming establishment and not a video gaming parlor. The discussion included what defines a restaurant and how to determine an appropriate amount of non-kitchen space to be considered a restaurant (i.e. requirement based on square footage as opposed to number of seats). Staff received feedback from the Village Board to move forward with changes to the liquor code.

Below is a summary of proposed changes to the liquor code.

1. Define Video gaming parlors
2. Define Class A License Large Restaurants as having 2,000 or more square feet
3. Define Class B License Small Restaurants as having 1,999 square feet or less
4. Require initial liquor license applicants in categories that allow video gaming to have Village Board review
5. Create a supplemental video gaming license
 - a. Prohibits video gaming parlors
 - b. Capacity requirement of 50 people based on 15 square feet per person in dining/video gaming area (which eliminates the current seating and any potential two-year waiting requirement)
 - c. Requires Committee of the Whole review and subsequent Village Board approval in the first year (can be at the same time as initial application if video gaming is pursued immediately)
 - i. Requires the submittal of a floorplan the first year
 - d. Requires any approved supplemental liquor license applicant to maintain a substantially similar floor plan to the floor plan approved during the initial supplemental license process
 - e. Requires a dedicated person to prepare or cook food in a kitchen on premises
 - f. Establishes a \$500 annual fee for the supplemental license (which includes the annual registration fee for video gaming machines: currently \$25 per machine)
 - g. The Mayor/Liquor Commissioner can issue renewals in subsequent years

Attached is a previous staff memo for prior Committee of the Whole discussion dated November 9, 2021 and an ordinance showing the proposed changes to the Village's liquor code.

Memorandum



To: Village President and Village Board of Trustees

From: Steven Bosco, Village Administrator

Date: November 9, 2021

Re: Changes to Liquor Code Regarding Video Gaming

Background

At the October 18, 2021 Committee of the Whole meeting, the Village Board discussed changes to the Village's Liquor Code regarding the topic of Video Gaming and the subsequent seating requirements. At that time, the Board was not in favor of making any changes other than establishing a definition for Video Game Parlors, of which the Board agreed they did not want to allow in the Village. The proposed definition is as follows:

"Video gaming parlor" means an establishment in which the primary purpose is video gaming and/or the service of alcohol and in which the service of food is only complimentary or accessory to the video gaming and/or service of alcohol.

The current liquor code contains seating requirements for eligible establishments to have video gaming. At the Committee of the Whole meeting, the Village Board expressed keeping the seating requirement as a deterrent to video gaming parlors. The following is a summary of seating requirement for eligible video gaming establishments to have video gaming.

1. Class A Large Restaurant
 - a. Standalone building: 125 seats at opening
 - i. 75 seats after two years in business
 - b. Multi-unit building: 75 seats at opening
 - i. 75 seats after two years in business
2. Class B Small Restaurant
 - a. Standalone building: 75-125 seats at opening
 - i. 50 seats after two years in business
 - b. Multi-unit building: 75 seats at opening
 - i. 50 seats after two years in business
3. Class C Limited Restaurant (Beer & Wine Only)
 - a. Establishment: 75 seats at opening
 - i. 50 seats after two years in business
4. Class J-1 Brewpub
 - a. 75 seats at opening
 - i. 50 seats after two years in business
5. Class T Tavern
 - a. No seating requirement (must be in business for 5 years to have video gaming)

Seating Requirement for Video Gaming Purposes

Currently, when an establishment applies for a liquor license and states that they would like to have video gaming, staff asks for a seating chart. Staff uses the chart as a way to ensure they know they have to meet a minimum seating expectation to have video gaming. If the chart shows the ability to have the required minimum number of seats and meets the definition of a restaurant in the appropriate liquor license classification, the business can move forward with video gaming. However, an establishment seeking a liquor license is not required to disclose their video gaming interest at the time they apply for a liquor license. Should they be found out of compliance after opening, the Mayor, as Liquor Commissioner can place the business in violation of the liquor code that can result in a fine, suspension or revocation of their liquor license. Per state law, an establishment needs to have a liquor license to have video gaming unless they meet the definition of a truck stop. Thus, a violation of their liquor license can also result in a suspension or loss of ability to have video gaming.

While making preparations to change the liquor code with the gaming parlor definition, staff discussed the importance of establishing a definition or standard for seating and/or capacity with the Village Attorney and the Mayor/Liquor Commissioner. After discussing capacity definitions with the Village's Chief Building Inspector and the North Aurora Fire Protection District (NAFPD), staff learned that building and fire codes define capacity in multiple ways. When the NAFPD performs a capacity check on an establishment, there are different calculations for capacity for standing room, seating, table & chairs and seating in the video gaming area. For instance, seating capacity of the dining area (non-gaming area) is currently 7 square feet per person. That same area's capacity changes to 15 square feet per person when tables and chairs are introduced together. An establishment could show a seating chart with 75 seats that meets the requirement, but not actually meet what the staff believes is the Village Board's intent is for an establishment to be considered a restaurant as part of video gaming.

Staff believes establishing a capacity standard based on square footage will remove ambiguity and create a more enforceable standard while meeting the Village Board's intent to not allow video gaming parlors. To be in line with the Village Board's intent to establish restaurants versus gaming parlors, staff believes a reasonable standard may be to require that a video gaming establishment needs to have enough dining/video gaming area to accommodate 50 people in the dining/video gaming area when using a standard of 15 square feet per person.

For example, staff took a look at some tenant spaces being marketed in multi-tenant buildings in the Village and determined a size range of between 1,250 and 1,920 square feet per unit. Staff believes that 50% is a reasonable assumption for the amount of space a restaurant typically dedicates to its dining area. Based on the logic that a 1,500 square foot establishment has a dining/gaming area of 750 square feet, they would meet the requirement of having space for 50 people. That number is subject to change depending on the amount of dining/gaming area shown on the chart when the Village reviews it. In comparison, a unit with 750 square feet of dining/video gaming area could have 107 seats if

applying the current fire/building code standard of seven square feet per person. This capacity requirement would now shift the emphasis on the square footage needed to be considered a restaurant rather than the number of chairs, thus allowing establishments to meet the requirement, but still layout their interior dining/video gaming areas as they see fit.

Large Restaurant vs. Small Restaurant

A Class A Large Restaurant and Class B Small Restaurant liquor license is currently delineated by the number of seats you have for video gaming purposes. Staff is proposing to change the classifications to be based on size of restaurant. A Class A Large Restaurant would be based on 2,000 square feet or more since that seems to be a size bigger than most single-units in a multi-tenant building. Any restaurant with full liquor, but less than 2,000 square feet would become a Class B Small Restaurant. The requirement for video gaming would be the ability to have 50 people in the dining/video gaming area using 15 square feet per person in both liquor classifications.

As part of the changes to the Class A Large Restaurant and Class B Small Restaurant liquor licenses, staff is also proposing to remove the designations of standalone and multi-tenant buildings as standalone buildings are not necessarily larger than a unit in a multi-tenant building.

Kitchen Requirement

Certain types of restaurants may offer cuisine that does not require a traditional kitchen while still meeting the description of a restaurant in the liquor code and the definition in the zoning ordinance. As such, staff also believes establishing a process in which the Village Board reviews initial liquor license requests in categories where video gaming may apply at a Committee of the Whole meeting prior to Village Board approval may make sense. This would act as a check and balance to video gaming in the sense that the Village Board could look at an establishment's intended business plan at the time they are seeking a liquor license. The Village Board can voice concerns that an establishment may be trying to open as a video gaming parlor and chose not to allow the creation of a liquor license to be awarded.

Summary of Proposed Changes

- Establish a new minimum requirement for Class A Large Restaurant based on size of establishment instead of number of chairs (2,000 or more square feet)
 - with ability to have video gaming if able to have 50 people minimum in the dining/video gaming area using 15 square feet per person
- Establish a new minimum requirement for a Class B Small Restaurant based on size of establishment instead of number of chairs (1,999 or less square feet)

- with ability to have video gaming if able to have 50 people minimum in the dining/video gaming area using 15 square feet per person
- Establish a new minimum requirement for video gaming for Class C Limited Restaurant, Class J-1 Brewpub and Class T Tavern of ability to have 50 people minimum in the dining/video gaming area using 15 square feet per person
- Remove the two-year waiting requirement to have video gaming in respective liquor license classifications
- Require all future liquor licenses in liquor license classifications that allow video gaming to go to the Committee of the Whole for review and consideration at the time of their initial liquor license
 - should the Village Board deem the establishment a video gaming parlor, no liquor license would need to be created or granted

Staff is looking for feedback regarding these proposed changes.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE APPROVING CHANGES TO SECTIONS 5.08.010 AND 5.08.340 OF CHAPTER 5.08 OF TITLE 5 OF THE NORTH AURORA MUNICIPAL CODE AMENDING THE LIQUOR LICENSE CLASSIFICATIONS THAT ALLOW VIDEO GAMING AND ADDING A SUPPLEMENTAL VIDEO GAMING LICENSE

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.

**ORDINANCE APPROVING CHANGES TO SECTIONS 5.08.010 AND 5.08.340 OF
CHAPTER 5.08 OF TITLE 5 OF THE NORTH AURORA MUNICIPAL CODE AMENDING
THE LIQUOR LICENSE CLASSIFICATIONS THAT ALLOW VIDEO GAMING AND
ADDING A SUPPLEMENTAL VIDEO GAMING LICENSE**

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. Section 5.08.010 (Definitions) of Chapter 5.08 of Title 5 of the North Aurora Code is hereby amended by adding the following definitions:

"Video gaming parlor" means an establishment of which the primary purpose is video gaming and/or the service of alcohol and in which the service of food is only complimentary or accessory to the video gaming and/or service of alcohol.

3. Section 5.08.340 of Chapter 5.08 of Title 5 of the North Aurora Code is hereby amended by amending subsections A, B, C, J.1, and K and adding subsection O creating a supplemental video gaming license as follows:

5.08.340 Classification of licenses—Fees.

A. Class "A" large restaurant licenses shall permit the following:

1. The retail sale of any alcoholic liquors for consumption on the premises specified in the license where food is cooked, prepared and/or served, on the premises, having a building square footage of 2,000 or more;

....

3. Video gaming is allowed with a supplemental video gaming license subject to all of the state and local video gaming provisions;

....

6. All initial liquor license applications in this class will go to the Village Board for review.

B. Class "B" small restaurant licenses shall permit the following:

1. The retail sale of any alcoholic liquors for consumption on the premises specified in the license where food is cooked, prepared and/or served on the premises, having a maximum building square footage of 1,999;

VILLAGE OF NORTH AURORA

....

3. Video gaming is allowed with a supplemental video gaming license subject to all of the state and local video gaming provisions;

....

6. All initial liquor license applications in this class will go to the Village Board for review.

C. Class "C" limited restaurant licenses shall permit the following:

1. The retail sale of beer and wine only for consumption only on the premises specified in the license where food is cooked, prepared and/or served on the premises;

....

3. Video gaming is allowed with a supplemental video gaming license subject to all of the state and local video gaming provisions;

....

6. All initial liquor license applications in this class will go to the Village Board for review.

....

J. Class "J" brewery licenses shall have sub-classifications which permit the following:

1. Class J-1 "brewpub" license shall allow the holder of a state brew pub license for the manufacture and storage of beer on the premises to sell its beer at retail in original packaging and for consumption on the premises. The brewpub must maintain the licensed premises as a bona fide eating establishment and maintain suitable food preparation facilities.

Each brewpub license shall be subject to the following conditions:

....

- g. Video gaming is allowed with a supplemental video gaming license subject to all applicable state and local gaming provisions

.....

1. All initial liquor license applications in this class will go to the Village Board for review.

K. Class "T" tavern licenses shall permit the following:

....

3. Video gaming is allowed with a supplemental video gaming license subject to all of the state and local video gaming provisions providing that the establishment has been in continuous business for at least five years;

VILLAGE OF NORTH AURORA

- O. Class "S" supplemental liquor licenses may be obtained and shall be effective for the year in which in the license is obtained by existing liquor licensees that qualify and pay the required fee as follows:

....

4. Class "S-V" supplemental video gaming licenses may be obtained and shall be effective for the year in which the license is obtained by existing liquor licensees that qualify and pay the required fee as follows:
 - a. Limited to Liquor License Classes of A, B, C, J-1 and T that allow the retail sale of alcoholic liquors for consumption on the premises specified in the license where food is cooked, prepared and/or served from a kitchen with an employee or employees on premises dedicated to cooking and/or food preparation at all times during business hours;
 - b. Video gaming shall be supplemental to the primary business of the licensee (Video Gaming Parlors do not qualify for a supplemental video gaming license);
 - c. In the first year a S-V supplemental license is sought, an application requires Village Committee of the Whole review with the applicant submitting a floor plan and description of the business with subsequent Village Board approval;
 - d. The floor plan layout for an establishment with an approved supplemental video gaming license must maintain a substantially similar number of seats as approved in the initial supplemental license;
 - e. The licensee shall retain a minimum capacity of 50 persons based on the formula of 15 square feet per person in the premises, excluding areas not used for dining/video gaming purposes;
 - f. The annual fee for a class "SE-V" license shall be five hundred dollars (\$500), which includes the annual registration fee for video gaming machines;
 - g. In subsequent years the Liquor Commissioner can issue the supplemental video game license without board approval provided all ongoing requirements are met.
5. Any suspension or termination of an underlying liquor license shall result in the suspension or termination of a supplemental liquor license; and any violation of a supplemental liquor license shall be considered a violation of the underlying liquor license.

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

VILLAGE OF NORTH AURORA

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. The ellipses in the text to be codified indicates provisions that are excluded, that are not being revised by this ordinance, and that will remain as codified.

6. 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.

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.

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



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director
Paul Young, Water Operations Superintendent

Date: December 1, 2021

Re: Authorization of the Repair of the Pump for Well #9

At the October 18, 2021 the Village Board retroactively approved an expenditure that allowed staff to send the poorly functioning pump to Layne to diagnose why it was no longer producing water at the expected rate.

Based on their diagnosis, Layne prepared a damage report that concluded the cause of the damage to the pump was a result of a formation of shale collapsing and migrating into the well shaft. Once the shale entered the shaft it was then sucked into the pump causing damage to the impellers in the pump.

The damage report included a proposal outlining their recommendation to repair the pump and prevent future shale from recreating this problem. Additionally, staff provided Water Well Solutions with the damage report as they also have experience diagnosing pump and well problems. They also provided staff with a proposal outlining their recommendations.

Staff contacted and met with Rempe-Sharpe to review and evaluate both proposals. Water Well Solutions had offered several solutions including: lining the well shaft to prevent shale from entering into the shaft, jetting the formation to try to extract as much loose shale, adding a piece of equipment to disperse the force of the suction from the pump that causes the shale to migrate into the shaft, and relocating the pump to a different elevation further away from the shale formations. Layne suggested baling the accumulated debris and shale from the bottom of the well and also relocating the pump to a different elevation.

After evaluating both proposals, staff collaborated with Rempe-Sharpe to determine the best course of action based on considerations of our current circumstances. In addition to the cost and probable success of each solution, we also considered impact this project had on the scheduled maintenance of Well #5.

Because of the difficulty associated with performing work hundreds of feet underground, the cost to of these solutions is extensive. The cost for implementing the solutions identified by each company ranges from \$51,500 to \$250,000. Some of the solutions presented posed a considerable risk and are not routinely implemented. For example, the probability of success of installing a liner that will seal off the shale formation is questionable due to the variability of the well shaft geometrics. Additionally, it would take a considerable amount of time to fabricate and install a liner— even in times when supply chain problems were not an issue. A delay in getting this well back online would create an issue because currently Well #5 is scheduled for maintenance; however, we prefer not to have two of the three wells out of service on the east side at the same time.

After evaluating cost, risk, and the time of implementing each solution, staff and Rempe-Sharpe agreed the best course of action would be to authorize Layne to implement their solution. This solution includes repairing the pump, bailing the accumulated debris and shale from the bottom of the well, adjusting the elevation of the pump to minimize the migration of shale into the shaft, and utilizing the variable frequency drive on the motor to determine the maximum flow that can be maintained without sucking shale into the pump. Attached is a proposal from Layne in the amount of \$73,932. Since they have already conducted work on this item as approved by the Village Board at the October 18, 2021 meeting in the amount of \$22,432.05, the remaining amount is \$51,499.95 to implement this solution. Staff is recommending authorizing Layne to implement this solution in the amount of \$51,499.95. This was not a budgeted expense; however, there is sufficient funds in the Water Fund to cover the expense.



Layne Christensen Company
721 W. Illinois Avenue
Aurora, IL 60506

630/897-6941
graniteconstruction.com

October 14, 2021

Mr. Paul Young, Water Superintendent
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

RE: Well 9

Mr. Young:

The Byron Jackson submersible pump has been removed from Well 9 due to declining capacity. Based on Village data, the capacity had declined approximately 150 GPM since this past spring. During the removal of the pump, an extraordinary amount of shale fragments was noted on the pump's 10" couplings, bowl assembly, and motor.

While all six 8RND male ends and one 8V male end of the Line Pipe exhibited damaged threads, there is no indication that water was being lost through the pipe.

One of the stainless bands on the motor was displaced downward indicating the motor was tight to the well's wall at some point during pump removal.

The bowl assembly has been disassembled and inspected. There was no material (shale) found in the bowl interior. There was only a small piece of shale wedged in the bowl's suction screen. The bowl's bushing and impeller skirt tolerances were measured with a micrometer. The clearance around the impeller skirts exceed .100" indicating the pump was passing solids. This very high wear accounts for the lost capacity. The bowl bushing clearances either exceed, or on the high end of acceptable tolerance.

The well was televised on October 6. There is a moderate shale crevice between 794' and 798', a very large shale crevice from 805' to 817' and another moderate shale crevice between 927' and 930'. All three areas exhibit loose shale. The camera deviated sharply to the side at 812'. The well's total depth is 1312' indicating 18' of fill in the well. There are large chunks of shale resting on the bottom.

While the declining capacity manifested itself close to one year of this pump's installation, the repair does not meet warranty criteria as the decline in capacity is due to abrasives from the well. Layne requests compensation for removal and inspection of the pump and for the television survey. Cost to date totals \$22,432.05 which includes the Professional Services Agreement Labor and Specialty Services discounts.

Layne will remedy the damaged pipe threads and couplings at no cost to the Village.

Pump Repair and Reinstallation

Layne will proceed with pump repair and reinstallation upon the Village's written notice to proceed. Layne will perform the work on a time and material basis per the attached Schedule B and the terms and deducts of the PSA. The following cost estimates include the PSA Labor and Specialty Services deducts.

Please find the pump's Bowl Inspection Report (BIR) and Television Survey Report attached. Based upon the recommendations of the BIR, estimated project costs are as follows:

1. Labor and Equipment to date:	\$22,432
2. Rebuild bowl assembly, estimate	\$12,500
3. Attempt to bail to total depth, estimate three days	\$12,000
4. Reinstall pump and test to waste, estimate	<u>\$27,000</u>

Total Project Estimate	\$73,932
------------------------	----------

Well Rehabilitation

Repairing and reinstalling the pump does not address the well issue and continued abrasive wear is a possibility. There is no way to determine the extent of the well's continued inclination to cave shale.

Layne' offers two options to consider to line off the problematic shale crevices between 794' and 930'. Both options include risk for success, particularly with the large crevice deviation at 812'. Both ballpark in the \$250,000 range. Under present circumstances, estimated completion times range between six months and one year.

Layne has utilized a Hook Wall Packer in the past to line wells in the past under two or three extreme circumstances. The Hook Wall Packer utilizes expandable jaws to suspend and friction lock the liner. This is an oil field method developed for much smaller diameter wells. It is best used when the expandable jaws are placed within casing as opposed to open bore hole.

Fill material, such as pea gravel, could be used as a base for the liner by filling the well to the liner's bottom elevation. The liner would set down on the pea gravel and its annulus pressure grouted from that point to the surface. A drilling rig would be used to remove the pea gravel.

Given the risk of success, the cost, and the turnaround time involving well rehabilitation, and the possibility that the worst may be over regarding shale caving, reinstallation of the pump and pump performance monitoring appears to be the most practical, economical, and least speculative option at this time.

Layne Christensen Company



William Balluff, PE
Account Manager III

WORK ORDER



Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

PROFESSIONAL SERVICES AGREEMENT SCHEDULE B

Purchaser: VILLAGE OF NORTH AURORA

Job Location: WELL 9

SERVICE RATES - EFFECTIVE OCTOBER 1, 2021

	Straight Time		Overtime Doubletime	
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	196.00	1568.00	294.00	392.00
Serviceman w/service truck and hand tools, or welder	225.00	1800.00	323.00	421.00
Helper	170.00	1360.00	255.00	340.00
Serviceman and 1 Helper	366.00	2928.00	549.00	732.00
<u>Small Rig or Winch Truck</u>				
1 Man Crew	245.00	1960.00	343.00	441.00
2 Man Crew	415.00	3320.00	598.00	781.00
3 Man Crew	585.00	4680.00	853.00	1121.00
<u>Middle Rig, Large Hoist or Flatbed Crane</u>				
1 Man Crew	261.00	2088.00	359.00	457.00
2 Man Crew	431.00	3448.00	614.00	797.00
3 Man Crew	601.00	4808.00	869.00	1137.00
<u>Big Rig, Large Hoist and Poles, or Large Crane</u>				
1 Man Crew	302.00	2416.00	400.00	498.00
2 Man Crew	472.00	3776.00	655.00	838.00
3 Man Crew	642.00	5136.00	910.00	1178.00
4 Man Crew	812.00	6496.00	1165.00	1518.00
Power Tong Usage, per 8 hour shift		470.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	193.00	1544.00	280.00	367.00
12" Threading Machine and Operator	219.00	1752.00	306.00	393.00
Serviceman w/hand tools	174.00	1392.00	261.00	348.00
Helper	166.00	1328.00	249.00	332.00
Sandblast Equipment and 2 man crew	385.00	3080.00	555.00	725.00

Mileage: Auto: \$0.55

Pickup: \$0.70

1-Ton: \$1.00

2-1/2 Ton Flatbed: \$2.10

Semi-Tractor: \$2.75

Subsistence-Per Man

Over 55 miles radius from home office.....\$65.00 + Hotel

REMARKS:

SUBMITTED WITH PROPOSAL OF OCTOBER 14, 2021

Work Authorized on Behalf of Purchaser By: _____

Date: _____

Title: _____



721 WEST ILLINOIS AVE.
AURORA, IL 60506
630.897.6941 PHONE
630.897.6976 FAX

VILLAGE OF NORTH AURORA
WELL NO. 9 BOWL ASSEMBLY
INSPECTION REPORT

JOB NAME	NORTH AURORA		WELL NO.		DATE	10/07/2021
JOB NO.	6015980	INSPECTED BY	J. KOPP			
		BOWL ASSEMBLY	12 stage 12MQH			

BOWL ASSEMBLY



Shale observed wedged behind cable guard



Shale observed wedged behind cable guard



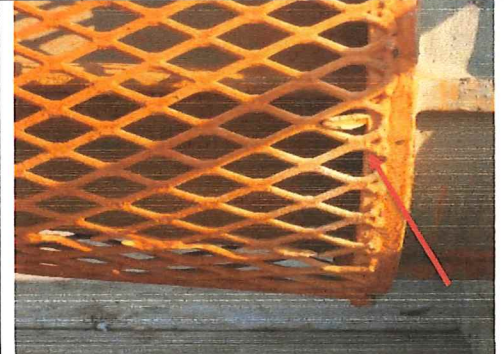
Suction screen clear except on fragment of shale



Shale fragments on bowl port body (just above motor)



Very large shale fragment



Only obstruction in suction screen



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VILLAGE OF NORTH AURORA WELL NO. 9 BOWL ASSEMBLY INSPECTION REPORT



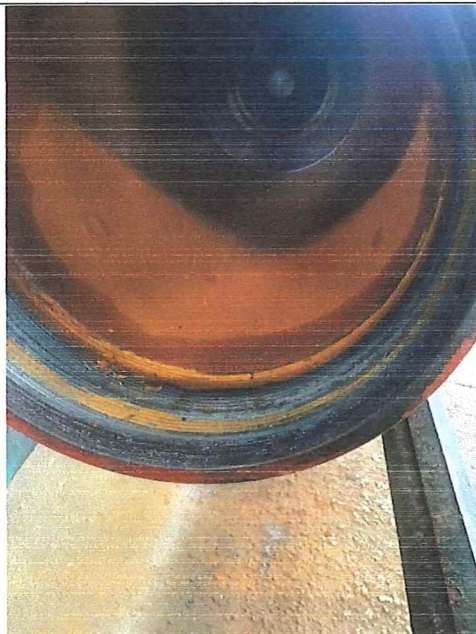
Discolored stainless strap on motor



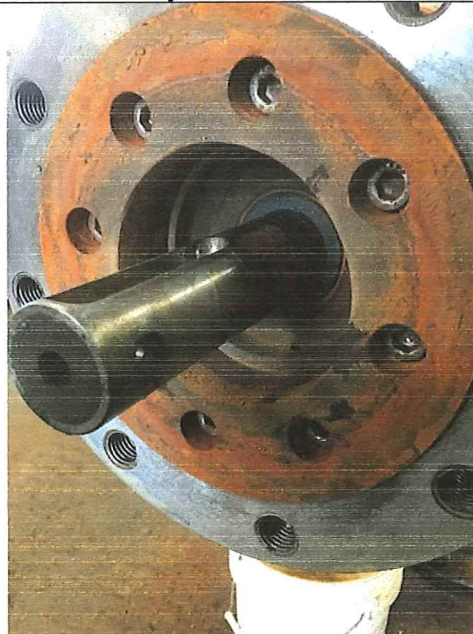
Bowl on Layne machine shop disassembly rack



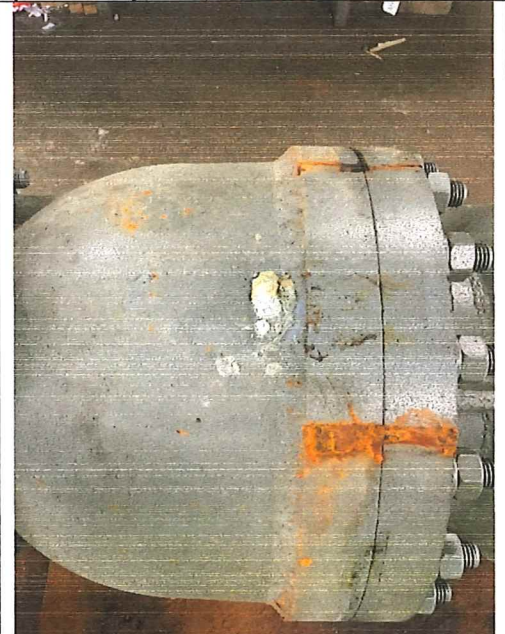
No interior obstructions at lower port body



No interior obstructions in suction casting



No interior debris at top of motor

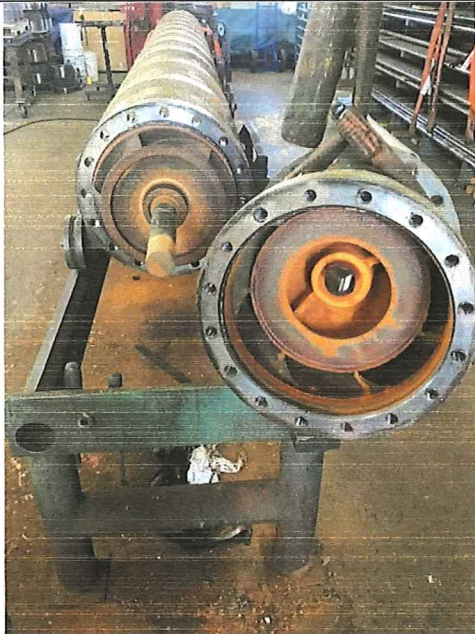


Casting exteriors in good condition (typ.)

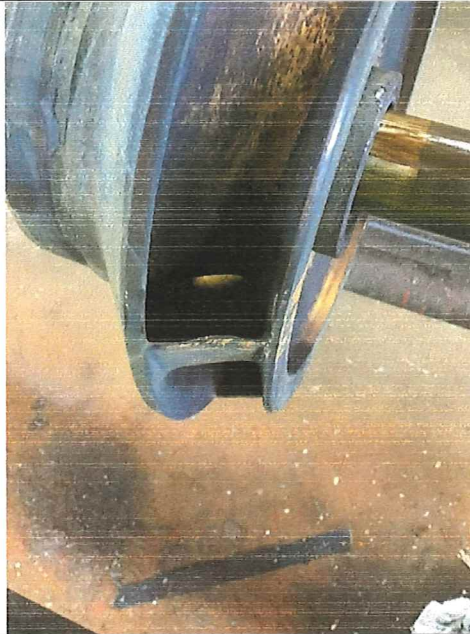


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630.897.6941 PHONE
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VILLAGE OF NORTH AURORA WELL NO. 9 BOWL ASSEMBLY INSPECTION REPORT



No obstructions in casting
interiors (typ.)



No obstructions in impellers
(typ.)



Impeller shaft

Bowl Assembly Observations

This pump was removed due to declining capacity. There were no compromises (holes) found in the column pipe. There was an extraordinary amount of shale fragments on the column pipe couplings and bowl assembly. The suction screen inlet was clear except for one piece of wedged shale. There was no shale obstruction throughout the bowl interior.

The bowl micrometer report indicates extraordinary wear to the clearances at the impeller skirts. Bowl bushing tolerances are on the high end of tolerances with three bushings exceeding acceptable tolerance.

The impeller shaft, stainless fasteners, stainless stariner, and collets are in good condition. Interior ceramic coating is in good condition.

Reference attached Bowl Assembly Inspection Report.

Bowl Assembly Recommendations

Rebuild bowl assembly with debur and polish collets, true impellers, bore cases for custom bronze wear rings, replace bushings.



BOWL ASSEMBLY INSPECTION REPORT

Project		North Aurora, IL		Well No.	9	Date	10-5-2021
Project No.		6015980		Inspected by		John Kopp	
Serial No.				Bowl Assembly		12MQH – 12 Stage Full Dia.	
Stage No.	Wear Ring	Impeller Skirt	Clearance	Bearing ID	Impeller Shaft	Clearance	
1 (suction)	6.598	6.475	.123	1.700/1.700	1.687	.013	
2	6.605	6.473	.132	1.701	1.687	.014	
3	6.595	6.473	.122	1.700	1.687	.013	
4	6.594	6.472	.122	1.699	1.687	.012	
5	6.592	6.473	.119	1.699	1.687	.012	
6	6.592	6.473	.119	1.699	1.687	.012	
7	6.592	6.473	.119	1.699	1.687	.012	
8	6.595	6.474	.121	1.698	1.687	.011	
9	6.588	6.472	.116	1.698	1.687	.011	
10	6.592	6.473	.119	1.698	1.687	.011	
11	6.590	6.471	.119	1.699	1.687	.012	
12	6.590	6.470	.120	1.699	1.687	.012	
			Top Case	1.697	1.687	.010	
Impeller Shaft	1-11/16" X 168-7/8", ok for reuse						
Fasteners	SST, Studs/Lock-Washers/Nuts – replace lock-washers						
Strainer	SST, Ok for reuse						
Collets	SST, Ok for reuse						

COMMENTS: All castings/impellers/miscellaneous items appear in good working condition. Found small shale stone stuck in the suction screen (saved) and shale stuck to the exterior, but no fragments found within the pump. Appears to have an excessive amount of wear to the skirt/ring area for only running for a short period of time. Prior to disassembly, the pump rotated with minimal amount of drag. Factory applied ceramic coating appears to be intact and in good condition. Pump is reusable with shop repair recommendations.

WATER RESOURCES



DOWNHOLE VIDEO SURVEY REPORT

Date 10/06/2021

Client: Village of North Aurora

Project Number: 6015980 Well No: 9 S.W.L. 608'

Location: Feltes Lane

County: Kane City: North Aurora State: IL

Flash Drive Made: Yes ☒ No ☐ Well Back flushed No

Driller's Report: 22" cemented case to 650', 21" hole to 1330' TD


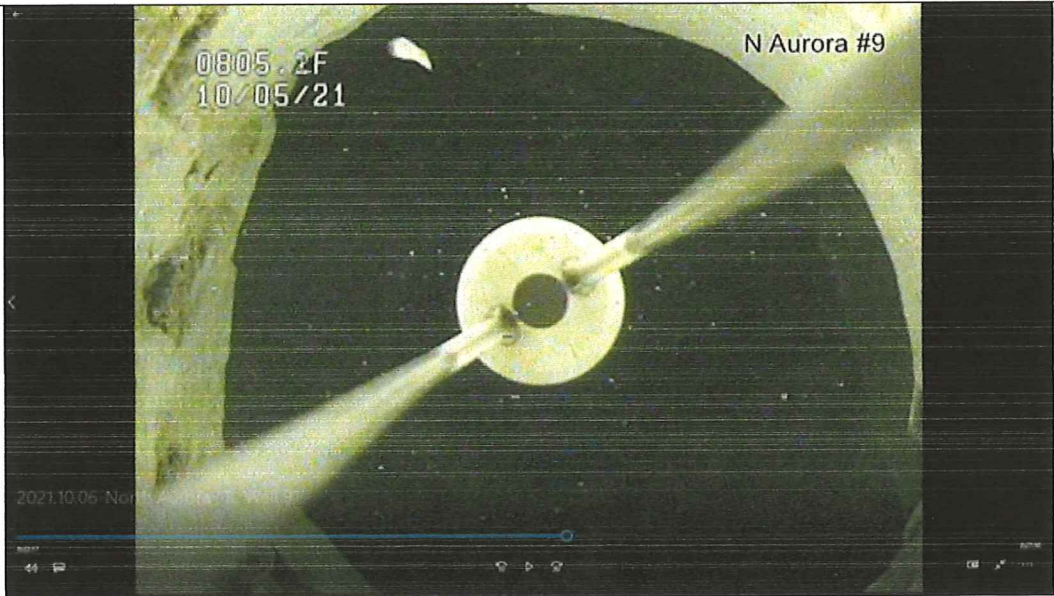
Depth	Description
	All measurements from top of pitless case
608'	Static Water Level
605'	
Bottom of 22" case	

WATER RESOURCES



A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

794'	798' Crevice with small fractures	
	805' Start of large crevice	

WATER RESOURCES

721 W. Illinois Avenue; Aurora, IL 60506 | Office: 630-897-6941 | Fax: 630-897-6976 | layne.com



A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

	806' Large shale crevice	
	810' Large crevice, camera deviation to side of hole	



WATER RESOURCES

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A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

	817'	<p>Camera recentered coming out of large crevice</p> 
927'	930'	<p>Moderate crevice</p> 

WATER RESOURCES

721 W. Illinois Avenue; Aurora, IL 60506 | Office: 630-897-6941 | Fax: 630-897-6976 | layne.com



A GRANITE COMPANY

DOWNHOLE VIDEO SURVEY REPORT

	950' In the area of pump suction	
	1312' Total depth 18' of fill	

Technician	J. Rumble	Account Manager	William Balluff, P.E.
Project Manager	William Balluff, P.E.	Operations Review	William Balluff, P.E.

WATER RESOURCES

721 W. Illinois Avenue; Aurora, IL 60506 | Office: 630-897-6941 | Fax: 630-897-6976 | layne.com



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director
Paul Young, Water Operations Superintendent

Date: November 24, 2021

Re: Authorization of Additional Funding for Purchase of New Water Utility Truck

As discussed at the November 15, 2021 Committee of the Whole meeting, new truck delivery has been delayed due to supply chain issues. In addition to the delivery of new vehicles, these supply chain issues are delaying repairs on existing vehicles. One Village truck has been at a shop for 2 months awaiting repair because the parts are not available. The mechanic at the shop has decided to acquire a part from a junk yard so we can get the vehicle back temporarily while we are waiting for the new part to arrive.

Currently the Village is awaiting the delivery of three new Public Works vehicles and one Community Development vehicle. Additionally, the Police Department has received vehicles but they are still waiting to be outfitted with the necessary equipment, like sirens and lights. The table below outlines the dates the vehicles were ordered, the scheduled delivery date upon order, and the estimated delivery date for the Public Works vehicles.

<u>No.</u>	<u>Vehicle</u>	<u>VB</u> <u>Approved</u> <u>Date</u>	<u>Scheduled</u> <u>Delivery</u> <u>Date</u>	<u>Estimated</u> <u>Delivery</u> <u>Date</u>	<u>Days from</u> <u>Approval</u> <u>to</u> <u>Estimated</u> <u>Delivery</u>	<u>Days</u> <u>Until</u> <u>Arrival</u>
1	2021 Freightliner 5 Yard Plow / Dump Truck	1/4/2021	10/1/2021	5/1/2022	482	172
2	2022 International 5 Yard Plow / Dump Truck	5/21/2021	1/1/2022	5/1/2022	345	172
3	2021 Ford Explorer SUV	6/7/2021	8/7/2021	1/1/2022	208	52

Looking forward, the Village needs to order a new water utility truck for the new laborer who started in October. Traditionally staff has worked through state and national joint purchasing programs accessible to municipalities. Staff would order the truck body from a joint bid program and then send it out to be outfitted with the desired safety lighting and tool boxes to a third party. These programs are experiencing similar supply issues and are limited in the stock they have to offer. Currently the delivery time on vehicles

purchased through these programs is indeterminate with estimates ranging on a delivery time of one year. Compounding the delay is the third party outfitters who are experiencing similar delays.

Typical Water Utility Vehicle Ford F-250 with Knapheide Service Body



In order to get a vehicle for the water division laborer staff has been researching the possibility of purchasing a truck that is already outfitted from a dealer. These trucks will not be built to specification, rather staff would have to search dealerships to find a truck that may have more or less similar features to the trucks typically specified. Currently the prices of these trucks range from \$50,000 to \$65,000 and are located as far away as Florida.

Trucks at dealerships are selling quickly. It makes it difficult for the Village to purchase a vehicle because we cannot act as quickly as a private buyer. Many times the dealers are reluctant to hold a vehicle for 2-4 weeks they know they can sell in a matter of days. Staff is proposing to authorize the Village Administrator to act to execute the purchase of a water utility truck above his authority of \$15,000 and the current budgeted amount. Staff is seeking authorization for the Village Administrator to execute the purchase of a utility truck for the Water Division without requiring Board approval per the Village's normal Purchasing Policies.

**Memorandum**

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: November 24, 2021
Re: Sewer Televising Contract

The Village has two projects that are currently in design phases that it would be beneficial to determine the condition of the pipes and verify the pipes alignments and connections. The majority of the sewer pipes to be televised is storm sewer located within the, Chestnut, Spruce, and Locust Water Main Replacement Project area. As this area has older infrastructure, televising it will allow for identification of any necessary repairs or replacement of storm sewer pipe to be completed in conjunction with the water main replacement project.

Village staff prepared a Request for Proposals (RFP) to obtain pricing from sewer televising companies to perform these services. Three firms submitted proposals and the results are summarized below:

	Visu-Sewer	National Power Rodding Corp.	Michels
Total Project Cost	\$ 19,357.12	\$ 21,590.75	\$23,555.50

Visu-Sewer was responsive to the RFP and provided the most competitive pricing for the services. Staff has worked with Visu-Sewer in the past and they have performed satisfactorily.

After reviewing the services agreement, it is the Staff recommendation to approve the agreement with Visu-Sewer for the unit price agreement in the amount of \$19,357.12. There is adequate funds budgeted within each of the respective funds for the projects, which includes the Public Works General Fund, Water Fund, and Sanitary Fund.

Proposal for the Village of North Aurora

To: Brandon Tonarelli, PE, CFM
Village of North Aurora
 25 E State St
 North Aurora, IL 60542
 331-385-6432

From: Todd Bonk
Visu-Sewer of Illinois, LLC
 9014 S Thomas Ave
 Bridgeview, IL 60455
 708-237-0340 – O 708-774-5964 – C

Date: 11/22/2021 Project: North Aurora Televising Proposal

Visu-Sewer of Illinois, LLC is pleased to provide the following quotation for:

☒ Sewer Cleaning
 ☒ CCTV Services
 ☐ Grouting: Test/Seal
 ☐ Grouting: Structures
 ☐ Grouting: Lateral Sealing
☐ Smoke Testing
 ☐ Manhole Inspection
 ☐ Cementitious Coatings
 ☐ Epoxy Coatings
 ☐ CIPM Structural Lining
☐ Other Services Describe:

Project Pricing

Pay Item	Description	Unit(s)	U/M	Unit Price	Total
1	6" Televis	240	LF	\$ 3.35	\$ 804.00
2	8" Televis	285	LF	\$ 3.35	\$ 954.75
3	10" Televis	100	LF	\$ 3.35	\$ 335.00
4	12" Televis	533	LF	\$ 3.35	\$ 1,785.55
5	15" Televis	196	LF	\$ 3.35	\$ 656.60
6	21" Televis	248	LF	\$ 5.01	\$ 1,242.48
7	24" Televis	914	LF	\$ 5.01	\$ 4,579.14
8	30" Televis	387	LF	\$ 7.55	\$ 2,921.85
9	36" Televis	385	LF	\$ 7.55	\$ 2,906.75
10	42" Televis	420	LF	\$ 7.55	\$ 3,171.00
	Total	3,708			\$ 19,357.12

Notes to this proposal:

- Visu-Sewer will provide labor, material and equipment required to complete the work per the project

VISU-SEWER OF ILLINOIS, LLC

* 9014 S THOMAS AVE BRIDGEVIEW, IL 60455 * 708.237.0340 (O) 708.237.0360 (F) 708.774.5964 (C) *

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

specifications.

2. ☒ Light Cleaning? ***Two passes or less with the sewer jetter nozzle/hose.***
3. ☒ Heavy Cleaning? ***More than two passes with the sewer jetter nozzle/hose or if root cutting is required. Heavy cleaning rates will apply to the entire line segment. *** IF REQUIRED, will be billed at \$485 per hour/ \$585 after 8 hours ******
4. ☐ Time and Materials? ***Pricing is port-to-port (our shop to the jobsite and back). There is a four (4) hour minimum billing.***
5. ☐ Day Rate/Lump Sum? ***The work quoted will be done on a "day-rate-basis" or a "lump-sum-basis" as quoted above and pertaining to this specific job.***
6. ***If Visu-Sewer is required to provide a bond, please add two percent (2%) to these prices.***
7. Basic traffic control included in this proposal? Yes
8. Village of North Aurora is required to provide all permits, water meter/permits, and all traffic control beyond cones and signs.
9. ***Village of North Aurora shall provide access to all manholes and expose these manholes before our mobilization.***
10. Rates quoted are based upon award of the entire proposal and all aspects will be self-completed by Visu-Sewer.

If you have questions concerning this proposal, please contact Todd Bonk at
708.237.0340 (Office) or 708.774.5964 (Cell).

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for the costs associated with excavation, repairs, or restoration. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

VISU-SEWER OF ILLINOIS, LLC

* 9014 S THOMAS AVE BRIDGEVIEW, IL 60455 * 708.237.0340 (O) 708.237.0360 (F) 708.774.5964 (C) *

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer of Illinois, LLC is authorized to do the work as specified.

Date: _____

Signature: _____

IF THIS PROPOSAL MEETS YOUR APPROVAL, PLEASE SIGN AND EMAIL OR FAX A COPY TO:

Email - tbonk@visu-sewer.com

Fax – 708.237.0360

THIS WILL AUTHORIZE VISU-SEWER TO DO THIS WORK.

Abbreviations:

EA= per each

GAL= per gallon

HR= hourly or per hour

LS= lump sum

DAY = daily rate

LF= linear foot

SF= square foot

TBD= to be determined

VF= vertical foot

VISU-SEWER OF ILLINOIS, LLC

* 9014 S THOMAS AVE BRIDGEVIEW, IL 60455 * 708.237.0340 (O) 708.237.0360 (F) 708.774.5964 (C) *

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director
Paul Young, Water Operations Superintendent

Date: December 2, 2021

Re: Intergovernmental Agreement with City of Batavia Formalizing Emergency
Water Sharing Operations

The Village of North Aurora is formalizing procedures currently in place for sharing water during times of emergency through this Intergovernmental Agreement (IGA) with the City of Batavia. This IGA is a document that will be included in the Emergency Response Plan (ERP) that is required by the Illinois Environmental Protection Agency (IEPA) as part of the Risk and Resilience Assessment (RRA) conducted by our consulting engineer, EEI, to evaluate the water infrastructure's resiliency. The agreement was reviewed by the Village Attorney, Village Administrator, Public Works Director, and Water Superintendent. Staff recommends approval of the agreement.

AN INTERGOVERNMENTAL AGREEMENT
FOR MUTUAL AID ASSISTANCE

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID ASSISTANCE, including any exhibit attached hereto (collectively, this “Agreement”), is made and entered into as of _____, 2021, but actually executed by each of the undersigned municipalities on the dates set forth beneath the respective signatures of their duly authorized officers below, by and between the City of Batavia, Kane and DuPage Counties, Illinois (hereinafter sometimes referred to as “Batavia”), and the Village of North Aurora, Kane County, Illinois (hereinafter sometimes referred to as “North Aurora”).

W I T N E S S E T H:

WHEREAS, Batavia and North Aurora are, respectively, a home-rule and a non-home-rule units of local government under and pursuant to §6 of Article VII of the Constitution of the State of Illinois and each have the authority to exercise any statutory and constitutional power and perform any function pertaining to their government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, §10 of Article VII of the Constitution of the State of Illinois and the *Intergovernmental Cooperation Act* (5 ILCS 220/1, et seq.) provide further authority for Batavia and North Aurora to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, Batavia and North Aurora have rendered mutual aid to one another in the past and because these municipalities share a common boundary line, Batavia and North Aurora anticipate a continuing demand for mutual aid and cooperation in the future; and

WHEREAS, in particular, each municipality believes that it is in the best interest of their respective citizens, during a time of emergency, to be able to provide potable water service to the municipality who has suffered a casualty to a portion of its potable water distribution system, including but not limited to wells, elevated storage tanks or distribution lines and pipes.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Batavia and North Aurora hereby agree, covenant, represent, and undertake as follows:

ARTICLE I

- 1.0 General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms, and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular, and a reference to any gender includes both genders and the neuter, as the case may be.

- 1.1 Certain Phrases. The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.
- 1.2 Subdivisions. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.
- 1.3 Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II

Potable Water Distribution System - Personnel & Equipment Aid

- 2.0 In the event of a serious man-made, natural disaster, or catastrophic failure, the parties to this Agreement shall reasonably cooperate to provide personnel and/or equipment to the other party, subject to the terms and conditions prescribed in this Agreement.
- 2.1 The Public Works Director, or in his absence the Water Superintendent, or such other authorized agent of North Aurora or Batavia, as the case may be, shall have the authority in the event of an emergency or system failure to determine whether the personnel and/or equipment shall be deployed beyond the jurisdictional limits of its municipality.
- 2.2 All personnel and/or equipment of the Responding Municipality shall be under the immediate command of its Water Superintendent, or his/her designee. Likewise, all commands or orders for the use of such personnel and/or equipment within the corporate boundaries of the Requesting Municipality shall be made by the Water Superintendent, or his/her designee, of the Requesting Municipality. However, any person acting under the authority for the Responding Municipality shall at all times be able to recall the responding personnel and/or equipment from an emergency assistance mission upon direct notice to the person(s) in authority for the Requesting Municipality.
- 2.3 The Responding Municipality shall continue to provide employee compensation and benefits to their respective employees who are assigned to render aid or other assistance to the Requesting Municipality as that employee would receive if on duty within the jurisdictional limits of the municipality by which he or she is employed until such time the Requesting Municipality no longer needs personnel assistance or responding personnel has been recalled.

- 2.4 Costs of repairs and maintenance of equipment used or expended while rendering assistance under this Agreement will be borne by the municipality owning the equipment, if said equipment is operated by employees of the Responding Municipality for a period not exceeding 24 hours. In the event equipment is operated by personnel from the Requesting Municipality or is requested for a period of more than 24 hours, then the Requesting Municipality will pay for the expense of any repairs and/or maintenance required. Moreover, if any equipment is required by the Requesting Municipality for a period exceeding 24 hours, the Requesting Municipality will be responsible for returning the equipment, in good condition (normal wear and tear excepted), to the Responding Municipality.
- 2.5 Except as otherwise provided in Section 2.3 of this Agreement, the Requesting Municipality shall be solely responsible for any and all liability, obligation to indemnify imposed by law, workers' compensation claims, damages to or destruction of equipment and clothing, and medical expenses of the Responding Municipality personnel arising out of or in connection with furnishing the requested services under this Agreement.

ARTICLE III

Potable Water Distribution System Interconnection

- 3.0 In the event of a serious man-made, natural disaster, or catastrophic failure, the parties to this Agreement shall reasonably cooperate to provide potable water to the other party, subject to the terms and conditions prescribed in this Agreement.
- 3.1 The mayor, or in his absence the city administrator, or such other authorized agent of North Aurora or Batavia, as the case may be, shall have the authority in the event of an emergency or system failure to determine whether the distribution of potable water shall be distributed beyond the jurisdictional limits of its municipality.
- 3.2 Both North Aurora and Batavia shall be equally responsible for all maintenance and future cost of operating, maintaining, repairing, or relocating interconnecting links between, including all pipes, valves and other fittings originally installed by either municipality on account of this Agreement.
- 3.3 In the event one of the parties hereto decides that an emergency exists because of a temporary water loss or shortage that jeopardizes the health, safety, and welfare of its residents, then that municipality may contact the city administrator, or his or her designee (i.e., the Public Works Director or Water Superintendent) of the other municipality to request potable water from that municipality. The decision whether potable water shall be provided shall be reserved exclusively to the municipality asked to provide its water to the other municipality; however, permission to open

the valve shall be granted unless the Municipality that would provide the water determines that supplying such water to the other Municipality may jeopardize its ability to adequately supply water to its own residents.

- 3.4 It shall be the responsibility of the Requesting Municipality to drastically reduce water demand before and during an emergency event that requires opening of the water interconnection valve (i.e., complete lawn watering ban, residence notifications, etc.) as to lessen the supply burden of the Responding Municipality
- 3.5 In the event the interconnection water valve is opened, it shall remain open as long as necessary, or until a determination is made by the municipality providing the water that it is necessary to close the valve in order to avoid jeopardizing water service to its own residents. If the municipality providing the water determines that the valve must be closed to avoid jeopardizing water service to its own residents, that municipality shall give reasonable notice of its intent to shut the valve before doing so.
- 3.6 In the event potable water is distributed from the Responding Municipality to the Requesting Municipality, the Requesting Municipality shall pay the Responding Municipality for the cost of the potable water distributed to it. The monetary value of such cost shall be based on actual water rates (residential or commercial rates, as the case may be), then in effect in the municipality providing the water and calculated by reference to such factors as the length of time the valve is open, time of day (demand), water pressures at the point of connection and other appropriate hydraulic calculations.
- 3.7 Any party to this Agreement may, upon thirty (30) days written notice to the Mayor and City Clerk of the other party, terminate this Agreement effective on the 30th day after receipt of the notice.
- 3.8 The Requesting Municipality shall reimburse the Responding Municipality within forty-five (45) days from the date an invoice for expenses incurred and water distributed by the Responding Municipality to the Requesting Municipality subject the Requesting Municipality's review of the basis for the invoiced expenses.

ARTICLE IV Miscellaneous

- 4.0 Each municipality shall exercise, in its sole determination, its ability to respond ("Responding Municipality") to a request by the other municipality ("Requesting Municipality") for assistance and if the Responding Municipality refuses to assist the Requesting Municipality, the Responding Municipality shall not be liable for any damages to the Requesting party or any third party.

- 4.1 Notices and Communications. All notices, demands, requests for reimbursement, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to Batavia and North Aurora at their respective addresses (or at such other address as each may designate by notice to the other), as follows:
- (i) if to Batavia, at 100 N. Island Ave, Batavia, IL 60510, and
 - (ii) if to North Aurora, at 25 East State St., North Aurora, IL 60542.

Whenever any party hereto is required to deliver notices, certificates, opinions, statements, or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

- 4.2 Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.
- 4.3 Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by both Batavia and North Aurora.
- 4.4 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
- 4.5 Effective Date and Term. This Agreement shall become effective upon its execution and delivery by both Batavia and North Aurora and shall be and remain in full force and effect until either party, by resolution duly adopted by its governing body, notifies the other party of a specific termination date of the Agreement, which date shall not be less than 60 days from the date of the passage of the resolution. The termination of this Agreement shall not extinguish any claim for reimbursement made by a party herein.
- 4.6 Entire Agreement. This Agreement constitutes the entire agreement by and between Batavia and North Aurora on the subject matter hereof. Each party represents, warrants, covenants, and agrees that no representation, warranty, covenant, or agreement shall be binding on the either party unless addressed in writing herein or by written modification pursuant to §3.3 hereof.

IN WITNESS WHEREOF, the City of Batavia and the Village of North Aurora have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

CITY OF BATAVIA, KANE & DUPAGE
COUNTIES, ILLINOIS

VILLAGE OF NORTH AURORA, KANE
COUNTY, ILLINOIS

By: _____

By: _____

Mayor

Mayor

[seal]

[seal]

ATTEST:

ATTEST:

City Clerk

City Clerk

Date: _____

Date: _____

**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: ORCHARD COMMONS RECAPTURE AGREEMENT
AGENDA: DECEMBER 6, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution approving a Recapture Agreement with Richmar Realty and Development LLC pursuant to the Orchard Commons Annexation Agreement

DISCUSSION

Richmar Realty and Development LLC is the assignee and holder of recapture rights pursuant to an assignment agreement entered into with the developer and holder of the recapture rights granted in the Pre-Annexation Agreement between Village of North Aurora, Orchard Commons, LLC and Mettel Investment Partnership for a Development to be Known as Orchard Commons, dated January 22, 2007, approved by Ordinance No. 07-02-12-03. The Orchard Commons development is located on the west side of Orchard Road between Oak Street and Tanner Road.

The Annexation Agreement provides Richmar the right to recapture the cost of a sanitary sewer extension west of the Deerpath Road, a sanitary sewer extension across Deerpath Road, a sanitary sewer extension along the Tanner Road, a Tanner Road extension and certain Orchard Road improvements. Said improvements were installed to the benefit of those adjacent properties included in the recapture agreement. The construction of the improvements were completed at Richmar's expense, as certified and confirmed and accepted by the Village on November 2, 2009, as set forth in Village Resolution No. R09-11-02-04.

Richmar and the Village staff have negotiated a recapture agreement consistent with the terms of the Annexation Agreement. Per the Annexation Agreement, the reimbursable recapture costs are to include the construction costs, plus (10%) for professional fees, supervision and administration costs and interest on the total construction costs. The Village would not be expending any funds as part of the recapture, but rather collecting the recapture fees from the benefitting properties prior to the recording of any approved final plat and redistributing them to Richmar Realty and Development LLC. The benefitting properties are listed in the recapture agreement along with specific percentages and dollar amounts.

VILLAGE OF NORTH AURORA



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Resolution No. _____

RESOLUTION APPROVING A RECAPTURE AGREEMENT
WITH RICHMAR REALTY AND DEVELOPMENT LLC
PURSUANT TO THE ORCHARD COMMONS ANNEXATION AGREEMENT

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A RECAPTURE AGREEMENT
WITH RICHMAR REALTY AND DEVELOPMENT LLC
PURSUANT TO THE ORCHARD COMMONS ANNEXATION AGREEMENT**

WHEREAS, Richmar Realty and Development LLC (the “Assignee”) is the assignee and holder of certain recapture rights pursuant to an assignment agreement entered into with the developer and holder of the recapture rights granted in the Pre-Annexation Agreement between Village of North Aurora, Orchard Commons, LLC and Mettel Investment Partnership (collectively, Orchard Commons, LLC and Mettel Investment Partnership are hereinafter referred to as “Developer”) for a Development to be Known as Orchard Commons, dated January 22, 2007, (the “Annexation Agreement”) approved by Ordinance No. 07-02-12-03, which was recorded with the Kane County Recorder on March 19, 2007, as Document No. 2007K030838; and

WHEREAS, the Assignee and the Village staff have negotiated a recapture agreement consistent with the terms of the Annexation Agreement, a copy of which agreement is attached hereto and incorporated herein by reference as Exhibit A (the “Recapture Agreement”); and

WHEREAS, the President and Board of Trustees of the Village of North Aurora have determined it is in the best interests of the Village of North Aurora to approve the recapture agreement.

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 Recapture Agreement in the form attached hereto as Exhibit A is hereby approved. The Village President and Village Clerk are hereby authorized and directed to sign it, and the Village Community Development Directors and/or his delegee is hereby authorized and directed to take whatever actions are necessary and appropriate to allow for the recording of the Recapture Agreement and to implement and enforce the Recapture Agreement.
3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 6th day of December, 2021 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 6th day of December, 2021 A.D.

VILLAGE OF NORTH AURORA

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this 6th day of December, 2021 A.D.

Mark Gaffino, Village President

ATTEST:

Jessica Watkins, Village Clerk

VILLAGE OF NORTH AURORA

Exhibit A
Recapture Agreement

RECAPTURE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and among Richmar Realty and Development LLC (hereinafter referred to as “Assignee”), and the Village of North Aurora, a Municipal Corporation of the State of Illinois, County of Kane (hereinafter referred to as “Village”).

WITNESSETH:

WHEREAS, the Assignee is the assignee and holder of certain recapture rights pursuant to an Assignment Agreement dated April 30, 2009, (a copy of which Agreement is attached hereto and incorporated herein by reference as Exhibit “A”)(the “Assignment”) related to public improvements contracted and dedicated to the Village pursuant to a certain Pre-Annexation Agreement between Village of North Aurora, Orchard Commons, LLC and Mettel Investment Partnership (collectively, Orchard Commons, LLC and Mettel Investment Partnership are hereinafter referred to as “Developer”) for a Development to be Known as Orchard Commons, dated January 22, 2007, (the “Annexation Agreement”); and

WHEREAS, the Village approved the Annexation Agreement on February 7, 2007, pursuant to Ordinance No. 07-02-12-03, which was recorded with the Kane County Recorder on March 19, 2007, as Document No. 2007K030838.

WHEREAS, the Annexation Agreement, Section 6D, provides in pertinent part, that the Developer has the right to recapture the cost of 1) a sanitary sewer extension west of the Deerpath Road right-of-way (“Western Sanitary Recapture”), 2) a sanitary sewer extension across the Deerpath Road right-of-way (“Deerpath Sanitary Recapture”), 3) a sanitary sewer extension along the Tanner Road right-of-way (“Tanner Sanitary Recapture”), 4) a Tanner Road extension (“Tanner Road Recapture”), and 5) and certain Orchard Road improvements (“Orchard Road Recapture”);

WHEREAS, the Orchard Commons land was not served by a sanitary sewer system or water system prior to the annexation to the Village and Developer requested Village to provide municipal sanitary sewer and the road improvements to facilitate the development of the Orchard Commons development; and

WHEREAS, the offsite sanitary sewer extensions were required by the Village to accommodate future development, and the offsite road improvements were required by the County of Kane as a condition of a direct access from Orchard Road to the Orchard Commons development (“Developer Extensions”) upon the understanding that Village would provide by appropriate ordinance and related procedures for Developer to recapture an equitable portion of the cost thereof from other lands to benefit therefrom (collectively, “Benefitting Properties”; individually, “Benefitting Property”), upon annexation of those lands, to the Village or connection thereof to said Developer Extensions, whichever shall first occur;

WHEREAS, the construction of the Developer Extensions, at Developer’s expense, was substantially completed, as certified and confirmed by the Village Engineer and accepted by the Village on November 2, 2009, as set forth in Village Resolution No. R09-11-02-04 (the “Substantial Completion Date”); and

WHEREAS, the costs of the Developer Extensions are attached hereto and incorporated herein by reference as Exhibit “B” (“Exhibit B Costs”); and

WHEREAS, per the Annexation Agreement, Section 6D, the reimbursable recapture costs are to include the following: (i) Exhibit B Costs, plus (ii) ten per cent (10%) of the Exhibit B Costs for professional fees, supervision and administration costs (“Administrative Fees”); plus (iii) interest on the total of the above subsections (i) and (ii) determined by the percentage increase in the United States Consumer Price Index for all urban consumers, calculated from the Date of Substantial Completion (November 2, 2009) (“Interest”)(cumulatively, Exhibit B Costs, Administrative Fees and Interest are hereinafter referred to as “Recapture Costs”); and

WHEREAS, the Benefitting Properties are illustrated on the map attached hereto and incorporated herein in by reference as Exhibit “C” (“Benefitting Properties”) which Benefitting Properties are more specifically described on the document attached hereto and incorporated herein by reference as Exhibit “D” (not including Parcel D identified on Exhibit C, the owner of which has already satisfied all of its recapture obligation);

WHEREAS, per the Annexation Agreement, Section 6D3, the Benefitting Properties shall owe recapture of the Exhibit B Costs in the following percentages and amounts (“Benefitting Properties’ Share”):

Western Sanitary Recapture (a total of \$73,870.98):

Parcel A on Exhibit E - 35.7% (\$26,371.94)); and
Parcel B on Exhibit E - 49.4% (\$36,492.26)

Deerpath Sanitary Recapture (a total of \$4,945.34)

Parcel B on Exhibit E - 76.9% (\$3,802.96)

Tanner Sanitary Recapture (at total of \$17,308.68)

Parcel B on Exhibit E - 50% (\$8,654.34)

Tanner Road Recapture (a total of \$253,022.80)

Parcel B on Exhibit E - 50% (\$126,511.40)

Orchard Road Recapture (a total of \$443,255.12)

Parcel B on Exhibit E - 25% (\$110,813.78); and
Parcel D on Exhibit E - 50% (\$221,627.56);

WHEREAS, prior to the Annexation Agreement, Developer and the Benefitting Property Owner of Parcel B entered into a Roadway Dedication Agreement for the extension of Tanner Road partially on Parcel B, dated January 10, 2007, and recorded March 1, 2007, with the Kane County Recorder’s office, as Document No. 2007K023627, which Roadway Dedication Agreement provided that Developer waived collection of Interest on Tanner Road Extension Costs; and

WHEREAS, the Annexation Agreement, Section 6D1 through Section 6D3, provides that the Village shall collect the Recapture Costs from a Benefitting Property, in full, prior to the recording of any approved final plat for any phase or any parcel within such Benefitting Property.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, **IT IS HEREBY AGREED** to by the parties hereto:

1. In accordance with the Annexation Agreement, the Developer, at its own cost and expense, constructed the Developer Extensions as provided in final Engineering Plans approved by the Village Engineer, in the sizes, specifications, and in the manner set forth upon the final Engineering Plans, and the Village accepted those improvements upon completion and in conformity with the final Engineering Plans, the Village's Subdivision Ordinance and all applicable regulations.

2. In accordance with the Annexation Agreement, the Village shall take such actions as are in its control for the recoupment and reimbursement to the Assignee that is the holder of the recapture rights for the portion of the cost of such Developer Extensions, constructed by the Developer, a portion of which cost of such improvements was incurred by the Developer for the benefit of the Orchard Commons development and the Benefitting Properties, which Benefitting Properties are identified herein on Exhibits C and D.

3. In accordance with the Annexation Agreement, the Village shall collect Recapture Costs from a Benefitting Property owner prior to the recording of an approved final plat for any phase or any parcel within said Benefitting Property (hereinafter the "Triggering Event").

4. The Assignee is entitled to reimbursement of the pro rata share of the Recapture Costs of the Developer Extensions from each Benefitting Property as set forth herein. The percentage and amount of recoupment and reimbursement to which the Assignee is entitled, based on the entire cost of construction of the improvements as prorated among the Benefitting Properties, is identified on Exhibit B, as Exhibit B Costs. In addition to the Exhibit B Costs, the Assignee is further entitled to reimbursement of Administrative Fees and Interest, the total of which are deemed Recapture Costs. Notwithstanding the above, Assignee shall not be entitled to reimbursement of Interest on the Tanner Road Extension Costs from the owner of Benefitting Property B. Attached hereto as Exhibit B-1 are the Recapture Costs for Parcel A. Attached hereto as Exhibit B-2 are the Recapture Costs for Parcel B. The parties hereto acknowledge that the owner of Parcel D has previously paid its Recapture Costs obligations.

5. In accordance with the Annexation Agreement the Assignee shall be entitled to recover the sums as provided in this Agreement, from the person or persons from time to time owning the Benefitting Properties as identified in the map attached hereto as Exhibit C and further described on Exhibit D, attached hereto and made a part hereof.

6. The Village Treasurer shall pay over to Assignee all Recapture Costs upon receipt thereof. The Village shall have no obligation to pay over any funds to the Assignee that are not actually received from the Benefitting Properties. On written request from Assignee specifying which Benefitting Property or Properties, the Village shall assign any right to enforce this Agreement to the Assignee. If the Village assigns the right to enforce this Agreement with respect to a Benefitting Property or Properties to Assignee, the Assignee shall indemnify and hold harmless the Village from and against any and all costs, liabilities, claims, causes of action or other expenses associated with the administration and enforcement of this Agreement, with respect to such Benefitting Property or Properties.

7. Nothing herein shall limit or in any way affect the rights of the Village to collect other fees and charges pursuant to Village ordinances, resolutions, motions or policies, including, but not limited to, water connection and sewer connection charges, as the Recapture Costs provided for herein are in addition to other Village fees and charges.

8. Subject to the provisions of Sections 2 and 3 above, the Village shall enforce this Agreement against the Benefitting Property owners or assign the right to enforcement to the Assignee.

9. The Assignee shall have the right to assign its recapture rights to a third party.

VILLAGE OF NORTH AURORA

ASSIGNEE:

RICHMAR REALTY AND DEVELOPMENT LLC

By: _____
Mayor

Its: _____

EXHIBIT A ASSIGNMENT

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into by and between Orchard Commons, LLC, an Illinois limited liability company ("Orchard"), Mettel Investment Partnership, an Illinois general partnership ("Mettel") Orchard and Mettel, are herein collectively referred to as ("Assignors") and Richmar Realty Development, LLC an Illinois limited company ("Assignee").

WHEREAS,

A. On January 22, 2007, Assignors entered into a pre-annexation agreement ("Pre-annexation Agreement") with the Village of North Aurora for the development of real property, legally described on the attached Exhibit A ("the Property") to be known as Orchard Commons.

B. The Pre-annexation Agreement contemplated that off-site public improvements would be constructed by Assignors in connection with the development of Orchard Commons. Section 6D provides that Assignors shall be entitled to recapture the costs of said off-site public improvements ("Recapture Fees").

C. Assignee has constructed said off-site public improvements on behalf of Assignors. Assignors have been unable to fully pay Assignee for Assignee's services in connection with the development of this Property, as well as other projects.

D. Assignors and Assignee have agreed to settle and compromise Assignee's claim against Assignors through this Assignment by Assignors to Assignee of all of Assignors' rights to receive any and all recapture fees under the terms of the Pre-Annexation Agreement.

NOW THEREFORE, for good and valuable consideration including the recitals above and terms below, receipt of which is acknowledged, the parties agree as follows:

1. Assignors, jointly and severally, assign to Assignee all of Assignors' right, title, interest and claims to Assignors' Recapture Fees under the Pre-annexation Agreement. Assignee releases Assignors from any and all claims to compensation for Assignee's services in any and all projects to date.

2. This Assignment shall be binding on the parties and the parties' successors and assigns.

IN WITNESS WHEREOF, the parties have executed and dated this Assignment below.

Richmar Realty Development, LLC

By: 

Its Manager

Date: 6/30/2009

Orchard Commons, LLC

By: 

Its Manager

Date: 6/30/2009

Mettel Investment Partnership

By: 

Its Investment Manager

Date: 6/30/2009

STATE OF ILLINOIS)
COUNTY OF Kane) SS

On June 30th 2009, before me, the undersigned Notary Public, personally appeared MARK E SORRENTINO Manager of Orchard Commons, LLC, and acknowledged that he signed the above and foregoing instrument as his free and voluntary act on behalf of the above named limited liability company.



Dawn Gallucci
Notary Public

STATE OF ILLINOIS)
COUNTY OF Kane) SS

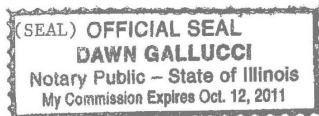
On June 30th 2009, before me, the undersigned Notary Public, personally appeared MARK E SORRENTINO, as Manager of Richmar Realty Development, LLC and acknowledged that he signed the above and foregoing instrument as his free and voluntary act on behalf of the above named limited liability company.



Dawn Gallucci
Notary Public

STATE OF ILLINOIS)
COUNTY OF Kane) SS

On June 30th 2009, before me, the undersigned Notary Public, personally appeared William Borman, as Investment Manager of Mettel Investment Partnership, and acknowledged that he signed the above and foregoing instrument as his free and voluntary act on behalf of the above named general partnership.



Dawn Gallucci
Notary Public

EXHIBIT B

RECAPTURE COSTS

ZEPELAK RECAPTURE COST BREAKOUT VILLAGE OF NORTH AURORA PER ORD. 12-11-19-01 DATED NOV. 19, 2012

BY: BJB 9/14/21

	VALUE	UNIT
SANITARY SEWER RECAPTURE		
Total cost of offsite sanitary sewer (per Developers Engineers Estimate attached)	\$96,125.00	\$
Total length of 10" sanitary sewer proposed	1555.00	LF
Average per lineal foot cost per above	\$61.82	\$/LF
Length of pipe west of Deerpath	1,195	LF
Length of pipe across Deerpath ROW	80	LF
Length of pipe east of Deerpath ROW	280	LF
Therefore avg. cost of extension west of Deerpath is	\$73,870.98	\$
Therefore avg. cost of extension across ROW of Deerpath is	\$4,945.34	\$
Therefore avg. cost along Tanner ROW is	\$17,308.68	\$
Then per above 49.4% (EXTENSION WEST OF DEERPETH)	\$36,492.26	\$
Then per above 76.9% (ACROSS DEERPETH ROW)	\$3,802.96	\$
Then per above 50% (EXTENSION EAST OF DEERPETH)	\$8,654.34	\$
TOTAL OF SEWER RECAPTURE - 2007 CONSTRUCTION COST	\$48,949.57	\$
TANNER ROAD EXTENSION RECAPTURE		
Total cost of Tanner Road Pavement Improvements (per Developers Engineers Estimate attached)	\$158,944.50	\$
Augering in lieu of Utility Pole Relocation (per per party review)	\$20,000.00	\$
Add base lime stablization (per party review)	\$10,000.00	
Add Inlets 11 each @ \$2000 EA (extrapolated per Eng Estimate & plan)	\$22,000.00	\$
Add storm sewer 47 LF 12" @ \$40/LF (extrapolated per Eng Estimate & plan)	\$1,880.00	\$
Add storm sewer 39 LF 18" @ \$48/LF (extrapolated per Eng Estimate & plan)	\$1,872.00	\$
Add storm sewer 250 LF 21" @ \$55/LF (extrapolated per Eng Estimate & plan)	\$13,750.00	\$
Add Earthwork @ 7.1% (0.89 Acre Tanner/12.5 Acre site) of \$323,225	\$22,948.98	\$
Add Erosion Control @ 7.1% (0.89 Acre Tanner/12.5 Acre site) of \$22,920	\$1,627.32	\$
Subtotal	\$253,022.80	\$
TANNER ROAD EXTENSION RECAPTURE (50% of Tanner Road)	\$126,511.40	\$
ORCHARD ROAD RECAPTURE		
Total cost Orchard Rd. per Agreement 08-04--14-02 & Richmar Realty Quickbooks (attached)	\$443,255.12	
Then per above 25% (OF ORCHARD ROAD IMPROVEMENTS)	\$110,813.78	\$
SUBTOTAL OF ACTUAL COSTS	\$286,274.75	\$
10% FOR FEES, SUPERVISION, ADMINISTRATION	\$28,627.47	\$
SUBTOTAL OF ACTUAL COSTS + 10%	\$314,902.22	\$
CONSUMER PRICE INDEX 2009 (per US CPI ALL URBAN CONSUMERS)	212	#
CALCULATED % INCREASE	TBD	%
INCREASE DUE TO CPI	TBD	\$
SUBTOTAL 1 RECAPTURE	TBD	\$

EXHIBIT B-1
Orchard Commons Detail Breakdown of Parcel A

Parcel "A" Recap:

# 1.	\$29,009.34
# 2.	\$0
# 3.	\$0
# 4.	\$0
# 5.	\$0
TOTAL	TBD

#1. Sanitary Sewer Extension West of Deerpath Road \$29,009.34

Identified Costs	\$26,371.94
<u>10% Administration Fee</u>	<u>\$2,637.19</u>
Sub Total	\$29,009.34

<u>CPI</u>	<u>TBD</u>
TOTAL:	TBD

TOTAL AMOUNT FOR PARCEL "A"	TBD
------------------------------------	------------

EXHIBIT B-2
Orchard Commons Detail Breakdown of Parcel B

Parcel “B” Recap

#1.	\$40,141.49
#2.	\$4,183.26
#3.	\$9,519.77
#4.	\$139,162.25
#5.	\$121,895.16
TOTAL	TBD

# 1. Sanitary Sewer Extension West of Deerpath Road	\$40,141.49
Identified Costs	\$36,492.26
10% Administration Fee	\$3,649.23
Sub Total	\$40,141.49
CPI	TBD
TOTAL:	TBD

#2. Sanitary Sewer Extension Across Deerpath	\$4,183.26
Identified Costs	\$3,802.96
10% Administration Fee	\$380.30
Sub Total	\$4,183.26
CPI	TBD
Total	TBD

#3. Sanitary Sewer along Tanner Road	\$9,519.77
Identified Costs	\$8,654.34
10% Administration Fee	\$865.43
Sub Total	\$9,519.77
CPI	TBD
Total:	TBD

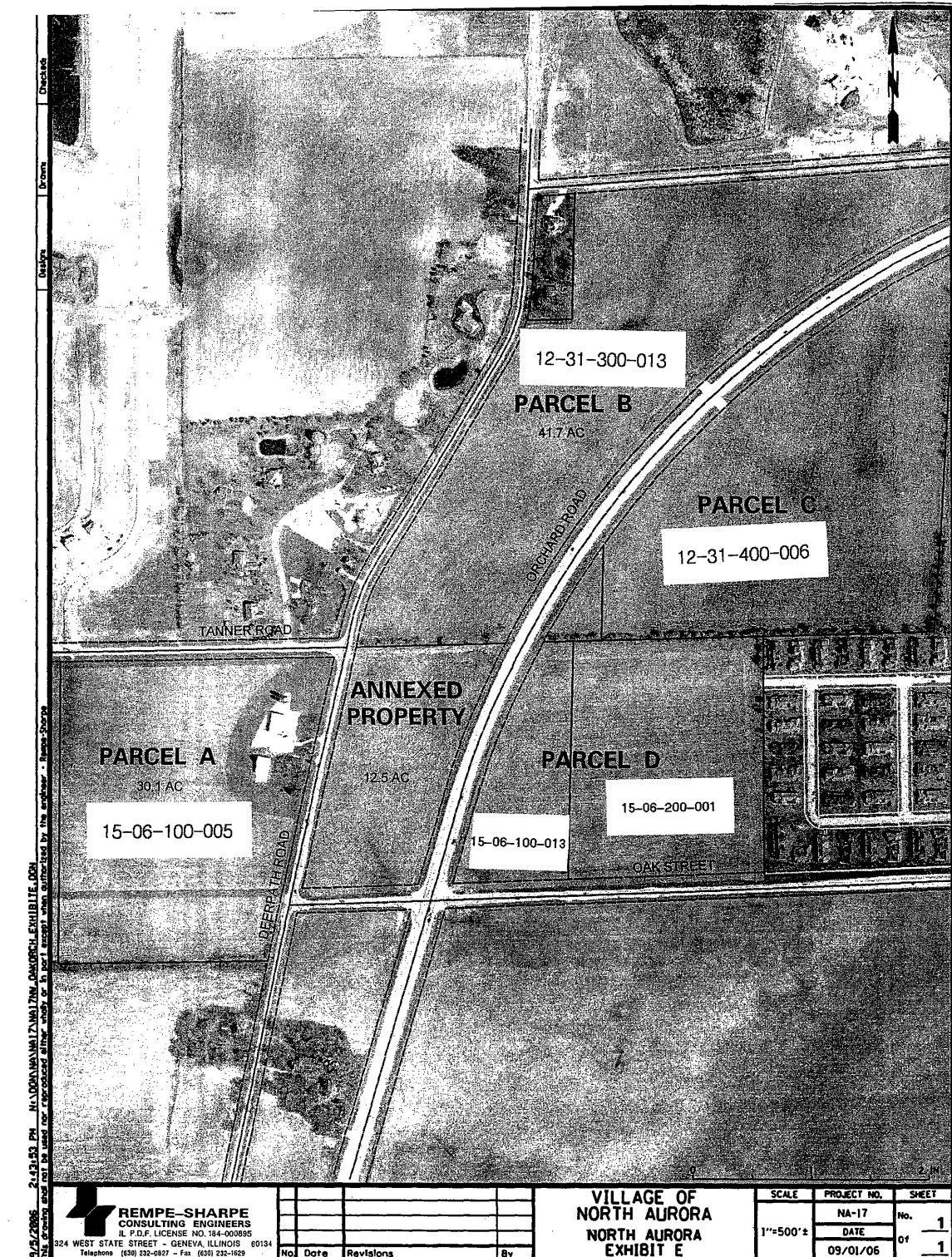
#4. Tanner Road Extension	\$139,162.25
Identified Costs	\$126,511.14
10 % Administration Fee	\$12,651.11
Sub Total	\$139,162.25
CPI (N/A by agreement)	\$0.00
Total	\$139,162.25

#5. Orchard Road Improvements	\$110,813.78
Identified Costs	\$110,813.78
10% Administration Fee	\$11,081.38
Sub Total	\$121,895.16
CPI	TBD
Total	TBD

TOTAL AMOUNT FOR PARCEL “B”

TBD

EXHIBIT C BENEFITTING PROPERTIES MAP



RECAPTURE PROPERTIES

EXHIBIT D
LEGAL DESCRIPTIONS OF BENFITTING PROPERTIES

PARCEL A

Legal Description

PIN: 15-06-100-005

That part of the northwest fractional quarter of Section 6, Township 38 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of said fractional quarter; thence North 89° 01' 03" East along the North line of said Quarter 674.0 feet to the original center line of Deerpath Road; thence South 12° 12' West along said centerline 794.0 feet. Thence North 77° 48' West at right angles to the last described course 518.50 feet to the West line of said Quarter; thence North 00° 03' 34" East along said West line 654.94 feet to the point of beginning in Aurora Township, Kane County, Illinois.

PIN: 15-06-100-007

That part of the North ½ of Section 6, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of said Section 6; thence South 20 Chains, being the division line between the North ½ and the South ½ of the Northeast ¼ of Section I, Township 38 North, Range 7; thence East to the center of the road; thence Northeasterly along the center of said road to the North line of said Section 6; thence Westerly 674 feet to the point of beginning, in the Township of Aurora, Kane County, Illinois EXCEPT THAT PART of the Northwest fractional quarter of Section 6, Township 38 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of said fractional quarter; thence North 89 degrees 01 minutes 03 seconds East along the North line of said Quarter 674.0 feet to the original center line of Deerpath Road; thence South 12 degrees 12 minutes West along said center line 794.0 feet; thence North 77 degrees 48 minutes West at right angles to the last described course 518.50 feet to the West line of said Quarter, thence North 00 degrees 03 minutes 34 seconds East along said West line 654.94 feet to the point beginning in Aurora Township, Kane County, Illinois.

PIN: 15-06-100-005
15-06-100-007

PARCEL B

Legal Description

QUARTER OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF DEER OAKS; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 529.26 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY, ALONG SAID SOUTH LINE, 104.51 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ORCHARD ROAD; THENCE NORTHEASTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, 2699.05 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3889.80 FEET, SAID ARC FORMING A CHORD THAT MEASURES 138°25'49" CLOCKWISE FROM SAID SOUTH LINE AND MEASURES 2645.23 FEET TO AN OLD CLAIM LINE; THENCE NORTHERLY, AT AN ANGLE OF 136°19'23", MEASURED CLOCKWISE FROM SAID CHORD, ALONG SAID OLD CLAIM LINE, 201.29 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MOOSEHART ROAD; THENCE WESTERLY, AT AN ANGLE OF 82°16'56", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1643.76 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 96°38', MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 346.81 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 178°38', MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 195.0 FEET; THENCE WESTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 182.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DEERPATH ROAD; THENCE SOUTHWESTERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, 164.87 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 597.15 FEET, SAID ARC FORMING A CHORD THAT MEASURES 109°55'31" CLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 164.35 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 172°05'26", MEASURED COUNTERCLOCKWISE FROM SAID CHORD, ALONG SAID EASTERLY RIGHT OF WAY LINE, 1051.31 FEET; THENCE SOUTHWESTERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, 240.70 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 718.54 FEET, SAID ARC FORMING A CHORD THAT MEASURES 170°21'29" CLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 241.84 FEET; THENCE SOUTHWESTERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, AT AN ANGLE OF 170°21'29", MEASURED CLOCKWISE FROM SAID CHORD, 21.89 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 128°09'02", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF TANNER ROAD 49.64 FEET; THENCE EASTERLY, AT AN ANGLE OF 128°15'44", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 354.68 FEET; THENCE SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 103.21 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 217.00 FEET, SAID ARC FORMING A CHORD THAT MEASURES 166°22'28" COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 102.24 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 166°22'27", MEASURED COUNTERCLOCKWISE FROM THE LAST COURSE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 19.47 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

PIN: 12-31-400-026
12-31-300-017

**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: AMENDMENT TO RANDALL ROAD INTERGOVERNMENTAL AGREEMENT
AGENDA: DECEMBER 6, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution approving Amendment No. 5 to the Intergovernmental Agreement between the Village of North Aurora and the County of Kane for jurisdictional transfer and access to Randall Road

DISCUSSION

On February 10, 2004, the Village entered into an Intergovernmental Agreement with Kane County regarding the jurisdictional transfer and access to Randall Road from Orchard Road south to the I-88 Bridge. Said IGA transferred jurisdictional control of Randall Road from the County to the Village and included terms specifying direct vehicular access points from properties adjacent to Randall Road.

The Intergovernmental Agreement has been amended on four separate occasions; the latest being an amendment to allow necessary access to service the Well #8 site on the east side of Randall Road north of Ice Cream Drive. This amendment would grant the Village the right to allow access to Randall Road south of the Dogwood Drive without having to go back to the County for their approval.

On October 21, 2019, the Village Board approved a resolution approving an amendment to the Oak Street IGA providing Kane County authority for modifications to two access points located within 1,000 feet of Orchard Road and releasing Kane County from authority over any remaining access point reviews along Oak Street. Amendment No. 5 to the Randall Road IGA is similar in scope, but in this case regulating Randall Road.

Staff notes this is the first review of this item. The Kane County Board approved Amendment No. 5 at their November 9, 2021 meeting.

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF NORTH AURORA AND THE COUNTY
OF KANE FOR JURISDICTIONAL TRANSFER AND ACCESS TO RANDALL ROAD**

WHEREAS, the Village of North Aurora (the "Village") approved and entered into an Agreement with Kane County (the "County") Regarding Jurisdictional Transfer and Access to Randall Road from Orchard Road to I-88 Bridge South Abutment dated February 10, 2004 (the "Agreement"); and

WHEREAS, the Village and the County have amended that Agreement on September 26, 2005, June 13, 2006, April 4, 2016 and on September 16, 2019 and desire to further amend that Agreement; and

WHEREAS, the Village and the County wish to amend the Agreement to update and clarify the responsibilities and obligations of the Parties related to access points along said portion of Randall Road; and

WHEREAS, it is in the best interest of the Village to coordinate, cooperate and agree together with the County regarding the access points for development along Randall Road.

NOW, THEREFORE, be it resolved by the President and the Board of Trustees of the Village of North Aurora, Kane County, Illinois, 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 Fifth Amendment to the Agreement between the Village and the County in the form attached hereto and incorporated herein as Exhibit "A" is hereby approved.
3. The Village President and Village Clerk are hereby directed and authorized to execute the Agreement on behalf of the Village.
4. This Resolution shall take immediate full force and affect from and after its passage and approval after the approval of the Fifth Amendment by the County.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Salazar _____

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

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

EXHIBIT A
FIFTH AMENDMENT

**AMENDMENT No. 5 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF NORTH AURORA AND THE COUNTY OF KANE FOR
JURISDICTIONAL TRANSFER AND ACCESS TO RANDALL ROAD**

This Amendment No. 5 to the *Intergovernmental Agreement Between the Village of North Aurora and the County of Kane regarding the Jurisdictional Transfer of and Access to Randall Road from Orchard Road to I-88 Bridge South Abutment*, hereinafter referred to as Amendment No. 5 is made and entered into as of this 9th day of November 2021 by and between the Village of North Aurora, a municipal corporation of the State of Illinois, hereinafter referred to as the “Village” and the County of Kane, a body corporate of the State Illinois hereinafter referred to as the “County”.

WITNESSETH

WHEREAS, the Village and the COUNTY pursuant to County Resolution No. 04-261 entered into an intergovernmental agreement dated February 10, 2004 titled: *Intergovernmental Agreement Between the Village of North Aurora and the County of Kane Regarding the Jurisdictional Transfer of and Access to Randall Road from Orchard Road to I-88 Bridge South Abutment*, hereinafter referred to as the “Agreement”; an

WHEREAS, pursuant to County Resolutions No. 06-364, No. 11-287, No. 16-123 and No. 19-326, the Village and the County entered into four (4) amendments to the Agreement in regards to access and other improvements; and

WHEREAS, at the request of the Village, the Village and the County desire to enter into a Fifth Amendment to the Agreement granting the Village the right to determine with certain limitation, access to Transferred Randall Road as described in the Agreement to facilitate the safe and efficient flow of traffic thereon.

NOW THEREFORE, the County and the Village for good and valuable consideration the sufficiency of which is hereby acknowledged, covenant agree and bind themselves as follows; to wit:

1. The VILLAGE and the COUNTY acknowledge and agree that provisions of Paragraph 13 of the Agreement are deleted in their entirety and replaced with the following language:

The VILLAGE and the COUNTY agree that no additional access point (whether ingress or egress) to TRANSFERRED RANDALL ROAD shall be permitted or otherwise allowed north of Dogwood Drive to the south right of way line of Orchard Road except for the existing right-in/right-out at Kilbery Lane on the west side of TRANSFERRED RANDALL ROAD. The Parties acknowledge and agree that the term “access point” means “the geographic location along a highway where motor vehicle ingress to and egress from or across a property immediately adjoining the highway is permitted regardless the manner or means of ingress or egress”. Access for all other real estate adjacent to TRANSFERRED RANDALL ROAD shall be at the discretion of the Village and shall be located and designed using

good, sound and current highway engineering principles that foster the safe and efficient movement of motorized and non-motorized traffic. As TRANSFERRED RANDALL ROAD is designated a County Freeway and a Principal Arterial highway, the VILLAGE agrees to minimize any additional access points on TRANSFERRED RANDALL ROAD in keeping with Randall Road's status north of Orchard Road as a limited access Freeway which has been adopted by the State of Illinois as a Strategic Regional Arterial.

2. Future access points on TRANSFERRED RANDALL ROAD shall be at the discretion of the Village without consent of the County other than as provided for herein above.

3. Except as expressly provided in this Amendment No. 5 all other terms, conditions and provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and the COUNTY have entered into this Amendment No. 5 effective as of the date set forth hereinabove.

County of Kane

Village of North Aurora

By: _____
Corinne Pierog
County Board Chairman
Kane County, Illinois

By: _____
Mark Gaffino
Village Board President
North Aurora, Illinois

Attest:

Attest:

County Clerk

Village Clerk

Village of North Aurora Memorandum



To: President and Board of Trustees

From: Bill Hannah, Finance Director

CC: Steve Bosco, Village Administrator

Date: December 1, 2021

RE: Approval of 2021 Property Tax Levies and Public Hearing

Included on the agenda for the December 7th meeting is the tax levy hearing for the 2021 property tax levies which were previously discussed at the November Village Board meeting.

As discussed at that meeting, the Village's total proposed levy is \$2,690,000. Last year's total extensions excluding debt service were \$2,592,482. Based on the 1.4% CPI factor and new construction as well as TIF EAV recovery it is estimated that the 2021 extensions will be \$2,659,934. This is an increase of \$67,452 over last year's total extensions or about 2.60%.

Levy amounts for the Messenger Library are also included in the Levy Ordinance. The 2021 Library levy total amount is \$1,970,000. Last year's total Library extensions were \$1,892,258 and the estimated actual Library extensions for 2021 will be \$1,941,491, also an estimated increase of 2.60%

As the Board is aware there is no longer any outstanding general obligation debt that needs to be repaid with property taxes.

Also included for approval are the actual property tax levy ordinances for six Special Service Areas for Waterford Oaks (\$8,600), Timber Oaks (\$7,500), Oak Hill (\$10,000), Pinecreek (\$2,000), Willow Lakes (\$200), and North Aurora Town Center (\$30,000). All of these levies are the exact same as the prior year and no public hearings are necessary for the 2021 levy year.

Also included for approval are ordinances abating the property taxes in the amount of \$634,700 related to the 2014 general obligation alternate revenue source refunding bond issuance (originally from 2008 for Police Station construction funded with sales tax revenues), and in the amount of \$496,075 related to the 2017 general obligation alternate revenue source bond issuance (originally for water wells, tower and other water capital projects funded with water fund revenues).

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number:_____

**Ordinance for the Levy and Assessment of Taxes in and for
the Village of North Aurora and the Messenger Public Library, Kane County,
Illinois for the Fiscal Year
Beginning June 1, 2021 and Ending May 31, 2022**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

Record and return to:

Natalie Stephens, Executive Assistant
Village of North Aurora
25 E. State Street
North Aurora, IL 60542
630-897-8228

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES IN AND
FOR THE VILLAGE OF NORTH AURORA AND THE MESSENGER PUBLIC LIBRARY, KANE
COUNTY, ILLINOIS**

FOR THE FISCAL YEAR BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS:

SECTION 1. That the sum of \$4,660,000 be and the same is hereby levied from and against all the real and personal property within the limits of the Village of North Aurora subject to taxation according to the ad valorem value of the said property after same is assessed and equalized for State and County purposes for the current fiscal year and said Village of North Aurora commencing June 1, 2021 and ending May 31, 2022, the objects and purposes and respective amounts for which budget were heretofore made and the objects and purposes and the respective amounts hereby levied and assessed the aggregate sum of \$4,660,000 are as follows ("Year Ending May 31, 2022 Levy"):

	2021/22		
	<u>Amount Budgeted</u>	<u>Other Sources</u>	<u>Amount Levied</u>
GENERAL FUND			
<u>LEGISLATIVE AND BOARDS</u>			
Stipend - Village President	10,800		
Stipend - Trustees	43,200		
Stipend - Village Clerk	7,200		
Stipend - Treasurer	-		
Stipend - Liquor Commission	1,200		
Per Diem - Police Pension Board	1,200		
Per Diem - Plan Commission	3,500		
FICA - Social Security and Med	4,774		
Legal	5,000		
Professional/Consulting	10,000		
Conventions and Travel	1,100		
Dues and Meetings	11,720		
Office Expenses	1,250		
Misc Expenditures	4,300		
Equipment	1,000		
LEGISLATIVE AND BOARDS	106,244	79,331	26,913
<u>ADMIN/FINANCE</u>			
Salaries - Regular	645,172		
Salaries - Part-time	74,073		
Overtime	1,000		
FICA - Social Security and Med	55,099		
IMRF	87,026		
Health Insurance	91,762		
Life Insurance	232		
Dental Insurance	3,577		
Legal Services	40,000		
Audit Services	22,400		
Finance Services	29,800		

Professional/Consulting Fees	5,000		
Conferences and Travel	6,100		
Seminars and Training	13,650		
Dues and Meetings	4,600		
Office Expenses	4,800		
Information Technology Supplies	6,000		
Postage	1,500		
Publishing/Advertising	4,100		
Printing	14,000		
Equipment/IT Repair and Maint	75,650		
Website Maintenance	5,100		
Banking Services/Fees	12,000		
Telephone	-		
Phones and Connectivity	14,600		
Miscellaneous	15,265		
Equipment	2,000		
Vehicle Equipment Fund Charges	8,958		
ADMIN/FINANCE	1,243,464	1,107,785	135,679

POLICE COMMISSION

Meetings Per Diem	1,500		
Legal	800		
Conventions and Travel	-		
Recruit Testing	5,000		
Dues and Meetings	375		
Misc Expenditures	-		
POLICE COMMISSION	7,675	7,675	-

POLICE

Salaries - Regular	3,457,105
Salaries - Part-time	79,695
Salaries - Overtime	127,000
Salaries - Court Time	16,900
Service Pay	2,500
On-Call Pay	24,000
Speciality Pay	3,120
FICA - Social Security and Med	285,854
IMRF	13,119
Health Insurance	442,061
Life Insurance	1,315
Dental Insurance	13,140
Police Pension	1,430,000
Uniform Allowance	37,350
Legal Services	55,000
Professional Consulting	25,000
Conferences and Travel	19,110
Training	30,855
Firearm Training	34,425
Tuition Reimbursement	-
Dues and Meetings	14,955
Office Expenses	16,000
Gas and Oil	60,000
Prisoner MTCE and Supplies	1,200

Too Good for Drugs	-		
DARE Program Expenses	-		
Drug Fund Other Expenses	2,000		
Drug Seizure Program Expenses	-		
DUI Prevention (DUI Fines)	-		
Community Service	22,500		
Postage	6,500		
Equipment/IT Repair and Maint	59,425		
Vehicle Repair and Maint	48,000		
Animal Control	1,500		
Investigations	14,250		
Evidence Processing	4,000		
Licensing	-		
Emergency Management	20,750		
Telephone	-		
Phones and Connectivity	57,100		
Dispatching Services	200,000		
Miscellaneous	10,430		
Equipment	4,800		
Vehicle Equipment Fund Charges	214,259		
POLICE	6,855,218	4,841,618	2,013,600

COMMUNITY DEVELOPMENT

Salaries - Regular	423,818
Salaries - Part-time	-
Salaries - Overtime	6,500
FICA - Social Security and Med	32,920
IMRF	52,800
Health Insurance	49,429
Life Insurance	149
Dental Insurance	1,714
Uniform Allowance	500
Engineering Services	35,000
Legal Services	21,000
Planning	5,000
Inspection Services	115,000
Professional Consulting Fees	15,000
Conventions and Travel	4,300
Training	2,800
Tuition Reimbursement	-
Dues and Meetings	5,891
Office Expenses	4,000
Gas and Oil	2,000
Postage	1,800
Publishing	3,000
Printing	500
Equipment/IT Repair and Maint	500
Vehicle Repair and Maint	1,000
Grass Cutting	3,000
Telephone	-
Phones and Connectivity	7,800
Miscellaneous	1,500
Equipment	500
Vehicle Equipment Fund Charges	10,007

COMMUNITY DEVELOPMENT**807,428****721,850****85,578****PUBLIC WORKS**

Salaries - Regular	1,000,923
Salaries - Part-time	15,000
Salaries - Overtime	50,000
On-Call Pay	20,000
FICA - Social Security and Med	83,074
IMRF	131,943
Health Insurance	149,573
Life Insurance	464
Dental Insurance	4,698
Uniform Allowance	4,400
Engineering Services	10,000
Legal Services	3,500
Professional Consulting	-
Conventions and Travel	8,400
Training	5,200
Dues and Meetings	2,590
Office Expenses	3,220
Custodial Supplies	17,500
Salt	10,300
Gas and Oil	32,000
Postage	1,250
Publishing	1,500
Printing	400
Equipment/IT Repair and Maint	15,000
Vehicle Repair and Maint	105,000
Public Buildings Repair and Maint	97,600
Mosquito Control	59,000
Public Grounds Repair and Maint	52,000
Grass Cutting	31,000
Tree Service	139,000
Snow Removal	150,000
Streets and Alleys Repair and Mnt	37,000
Sidewalks Repair and Maint	33,000
Storm Drain Maintenance	30,000
Traffic Signs and Signals	30,000
Telephone	-
Phones and Connectivity	16,800
Street Lighting and Poles	-
Utility	2,500
Miscellaneous	5,000
Equipment Purchases	10,000
Vehicle Equipment Fund Charges	130,072

PUBLIC WORKS**2,498,907****2,358,677****140,230****NON-DEPARTMENTAL**

Equipment Repair and Maint	-
Fireworks	30,000
Beautification Committee	20,000
Veterans Memorial Committee	-
Sales Tax Rebates	210,000

Public Access Cable	-		
Capital Expenditures	-		
Misc. Expenditures	15,000		
NON-DEPARTMENTAL	275,000	275,000	-

INSURANCE FUND

Unemployment Tax	4,500		
Insurance Claims	40,000		
Administrative Fee	-		
Liability Insurance	310,000		

INSURANCE FUND	354,500	66,500	288,000
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TOTAL	12,148,436	9,458,436	2,690,000
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DEBT SERVICE

Bonds and Interest	-		-
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DEBT SERVICE	-	-	-
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LIBRARY FUND

Salaries/Benefits	1,300,000		
Library Equipment and Services	388,000		
Materials	172,000		
Capital Building Project	225,000		

LIBRARY FUND	2,085,000	225,000	1,860,000
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LIBRARY BLDG & EQUIP. MAINT.

Library Bldg Equip & Maint	110,000		
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LIBRARY BLDG & EQUIP. MAINT.	110,000	-	110,000
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TOTAL	14,343,436	9,683,436	4,660,000
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Recapitulation

	<u>Budget Amount</u>	<u>Other Sources</u>	<u>Amount Levied</u>
LEGISLATIVE	101,470	76,470	25,000
ADMIN/FINANCE	1,078,939	1,003,939	75,000
POLICE COMMISSION	7,675	7,675	-
POLICE	4,826,245	4,586,245	240,000
COMMUNITY DEVELOPMENT	721,708	669,708	52,000
PUBLIC WORKS	2,283,890	2,227,890	56,000
NON-DEPARTMENTAL	275,000	275,000	-
SUB TOTAL corporate	9,294,927	8,846,927	448,000

OTHER

AUDIT	22,400	17,400	5,000
LIABILITY INSURANCE	350,000	65,000	285,000
POLICE PROTECTION	300,000	90,000	210,000

EMPLOYER'S SOCIAL SECURITY	461,721	276,721	185,000
UNEMPLOYMENT INSURANCE	4,500	1,500	3,000
IMRF	284,888	174,888	110,000
POLICE PENSION	1,444,000	-	1,444,000
BONDS AND INTEREST	-	-	-
SUB TOTAL	2,867,509	625,509	2,242,000
 VILLAGE SUBTOTAL	 12,162,436	 9,472,436	 2,690,000
 LIBRARY FUND	 2,085,000	 225,000	 1,860,000
LIBRARY BLDG. & EQUIP. MAINT.	110,000	-	110,000
 LIBRARY SUB TOTAL	 2,195,000	 225,000	 1,970,000
 TOTALS:	 14,357,436	 9,697,436	 4,660,000

SECTION 2. That express reference for greater certainty is hereby made to the Budget of the Village of North Aurora, Kane County, Illinois for the fiscal year beginning June 1, 2021, and ending May 31, 2022, adopted by the Board of Trustees of the Village of North Aurora, Kane County, Illinois on May 3, 2021, and thereafter published and recorded according to law, in which said Budget said Board budgeted such sums of money as are deemed necessary to defray all expenses and liabilities of said Village of North Aurora, Kane County, Illinois, for said fiscal year and in which was budgeted for each object or purpose specified, and in which said Budget has been amended by Ordinance since adoption.

SECTION 3. That the Year Ending May 31, 2022 Levy is less than five percent (5%) greater than the extensions for the fiscal year beginning June 1, 2020, and ending May 31, 2021; notice of the Truth in taxation Hearing was published on November 25, 2021, and the hearing was conducted pursuant to the notice prior to passage of this Ordinance on December 6, 2021.

SECTION 4. That the Village Clerk of the Village of North Aurora, Kane County, Illinois is hereby directed to cause to be filed forthwith with the County Clerk of Kane County, Illinois, a certified copy of this Ordinance.

SECTION 5. That this Ordinance shall be printed in pamphlet form by authority of the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, its approval by the President of said Board, its recording by the Clerk, and lapse of time as prescribed by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of December, 2021.

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS
SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS
SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

WHEREAS, Ordinance No. 96-24 establishing the Waterford Oaks Special Service Area was passed on July 22, 1996, as amended by Ordinance No. 10-11-01-01 passed on November 1, 2010, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$8,600.00, which does not exceed by more than five percent (5%) the levy from the previous year; and

WHEREAS, the ordinance establishing the Waterford Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law.

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$8,600.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2021 and ending May 31, 2022 for the Waterford Oaks Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL
SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____
AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL
SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022

WHEREAS, Ordinance No. 96-36 establishing the Oak Hill Special Service Area was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$10,000.00, which does not exceed by more than five percent (5%) the levy from the previous year; and

WHEREAS, the ordinance establishing the Oak Hill Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$10,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2021 and ending May 31, 2022 for the Oak Hill Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE
TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE
TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

WHEREAS, Ordinance No. 96-37 establishing the Timber Oaks Special Service Area was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$7,500.00, which does not exceed by more than five percent (5%) the levy from the previous year; and

WHEREAS, the ordinance establishing the Timber Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$7,500.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2021 and ending May 31, 2022 for the Timber Oaks Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III)
SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III)
SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

WHEREAS, Ordinance No. 97-22 establishing the Pinecreek (Phase III) Special Service Area was passed on July 14, 1997 for the property collectively described therein; and

WHEREAS, the cost for the maintenance of the Special Service Area is \$2,000.00, which does not exceed by more than five percent (5%) the levy from the previous year; and

WHEREAS, the ordinance establishing the Pinecreek (Phase III) Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$2,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2021 and ending May 31, 2022 for the Pine Creek (Phase III) Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES
SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES
SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

WHEREAS, Ordinance No. 98-2 establishing the Willow Lakes Special Service Area was passed on February 9, 1998 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$200.00, which does not exceed by more than five percent (5%) the levy from the previous year; and

WHEREAS, the ordinance establishing the Willow Lakes Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$200.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2021 and ending May 31, 2022 for the Willow Lakes Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE
NORTH AURORA TOWNE CENTRE SERVICE AREA #32 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE
NORTH AURORA TOWNE CENTRE SERVICE AREA #32 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022**

WHEREAS, Ordinance No. 05-10-24-02 establishing the North Aurora Towne Centre Service Area #32 was passed on October 24, 2005, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$30,000.00, which does not exceed by more than five percent (5%) the levy from the previous year; and

WHEREAS, the ordinance establishing the North Aurora Towne Centre Service Area #32 was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$30,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2021, and ending May 31, 2022, for the North Aurora Towne Centre Service Area #32;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2021
TO PAY DEBT SERVICE ON \$6,885,000 GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2014 (ALTERNATE REVENUE SOURCE),
OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON \$6,885,000 GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2014 (ALTERNATE REVENUE SOURCE), OF
THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20th day of October, 2014 (the "Ordinance"), did provide for the issue of \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source), dated November 13, 2014 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2021 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2021 to pay the Bonds be abated.

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. Abatement of Tax. The tax heretofore levied for the year 2021 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:

Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:

Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2021
TO PAY DEBT SERVICE ON \$5,800,000 GENERAL OBLIGATION BONDS,
SERIES 2017 (ALTERNATE REVENUE SOURCE),
OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON \$5,800,000 GENERAL
OBLIGATION BONDS, SERIES 2017 (ALTERNATE REVENUE SOURCE), OF
THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20th day of March, 2017 (the "Ordinance"), did provide for the issue of \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source), dated April 4, 2017 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2021 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2021 to pay the Bonds be abated.

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. Abatement of Tax. The tax heretofore levied for the year 2021 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

ATTEST:

Mark Gaffino, Village President

Village Clerk