



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, APRIL 18, 2022 – 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 can view the board meeting remotely via telecommunications using Zoom; however, to participate must attend the meeting in person. The public can view the meeting remotely as follows:

Website Address: <https://us02web.zoom.us/j/88331770746>

Meeting ID: 883 3177 0746

Dial In: +1 312 626 6799

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

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

ROLL CALL

PROCLAMATION

1. Arbor Day 2022
2. National Donate Life Month

PUBLIC HEARING

1. First Amendment to the Annexation Agreement between the Village of North Aurora and Stan L. Zepelak Trust
2. FY 2022-23 Draft Budget

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 04/04/2022; Committee of the Whole Minutes dated 04/04/2022
2. Bills List Dated 04/18/2022 in the Amount of **\$285,032.14**

NEW BUSINESS

1. Approval of Intergovernmental License Agreement with the Fox Valley Park District for Independence Day Fireworks Celebration
2. Approval of Special Events Permit for Independence Day Celebration Fireworks at North Aurora Riverfront Park
3. Approval of Resolution Designating the North Aurora Independence Day Firework Celebration a Village Sponsored Event and Allowing the Consumption of Liquor in North Aurora Riverfront Park
4. Approval of Special Event Permit Application for Graduation Celebration
5. Approval of a Resolution for Maintenance Under the Illinois Highway Code

VILLAGE PRESIDENT**TRUSTEE COMMENTS****ADMINISTRATOR'S REPORT****VILLAGE DEPARTMENT REPORTS****ADJOURN**

Initials: JB



PROCLAMATION

Arbor Day 2022

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the whole world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

NOW, THEREFORE, BE IT PROCLAIMED, I, Mark Gaffino, Village President of the Village of North Aurora do hereby proclaim April 29, 2022 as **"ARBOR DAY"** in the Village of North Aurora, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the hearts and promote the well-being of this and future generations on this 29th day of April, 2022.

Dated this _____ day of _____, 2022

Mark Gaffino, Village President

ATTEST:

Jessica Watkins, Village Clerk



PROCLAMATION

NATIONAL DONATE LIFE MONTH

WHEREAS, April is National Donate Life Month, a time designated to honor organ and tissue donors and celebrate the lives saved through the gift of donation; and

WHEREAS, there are nearly 100,000 people on the national organ transplant waiting list and, on average, 133 people are added to the nation's organ transplant waiting list each day; and

WHEREAS, approximately 18 patients die each day while waiting for a donated heart, liver, kidney or other organ; and

WHEREAS, many people have indicated a willingness to donate their organs and tissues but have not discussed this critical matter with family members; and

WHEREAS, National Donate Life Month is a national observance to raise awareness of the critical need for organ and tissue donation and to educate the community about the facts and process of how to make the decision to donate life; and

WHEREAS, as part of the month-long awareness activities, Gift of Hope Organ & Tissue Donor Network is encouraging community organizations and individuals to shine purple lights.

NOW, THEREFORE, BE IT PROCLAIMED that I, Mark Gaffino, Village President, and the Board of Trustees of North Aurora do hereby proclaim April 2022 as National Donate Life Month in North Aurora and that Berman Tower will be lit up purple in support and awareness for organ and tissue donation.

Dated this ____ day of _____ 2022

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: PETITION 22-02: SEASONS AT NORTH AURORA APARTMENTS
AGENDA: APRIL 18, 2022 REGULAR VILLAGE BOARD MEETING

PUBLIC HEARING ITEM

First Amendment to the Annexation Agreement between the Village of North Aurora and Stan L. Zepelak Trust

BACKGROUND

The subject property is a 21.7-acre vacant tract situated west of Orchard Road, south of West Mooseheart Road, and east of Deerpath Road. The petitioner has submitted plans for a multi-family residential development to be located on the subject property in the B-2 General Business District/R-4 General Residence District Mixed Use Planned Unit Development.

A public hearing was conducted on this item before the Plan Commission at their March 1, 2022 meeting. The Plan Commission unanimously recommended approval of Petition #22-02.

Staff solicited feedback from the Village Board on the proposed development at the March 7, 2022 Committee of the Whole meeting. At that time, the developer presented an alternative clubhouse location. The Village Board was supportive of the overall development and the new clubhouse location.

The full Traffic Impact Study, draft ordinance amending the PUD, and draft amendment to the Annexation Agreement were provided to the Village Board at the April 4, 2022 Committee of the Whole meeting. The Village Board again affirmed their support for the development.

The official public hearing for the First Amendment to the Annexation Agreement between the Village of North Aurora and Stan L. Zepelak Trust is scheduled for this (April 18, 2022) Village Board agenda. Staff has attached a draft of the First Amendment for comment. The terms of First Amendment and the development plans are currently being finalized with the developer. As such, this item will be required to come back to the Village Board at a later date for final consideration.

FIRST AMENDMENT TO THE
ANNEXATION AGREEMENT BETWEEN
VILLAGE OF NORTH AURORA AND
STANLEY L. ZEPELAK TRUST

THIS AMENDMENT to the Annexation Agreement by and between the Village of North Aurora and the Stanley L. Zepelak Trust approved by Ordinance No. 12-11-19-01 dated November 19, 2012 (the “Annexation Agreement”), is hereby entered into by the Village of North Aurora, an Illinois Municipal corporation (the “Village”), Lucaya Asset Management, LLC, a Florida limited liability company (the “Owner”), and FRED-North Aurora HC, LLC, a Wisconsin limited liability company (the “Developer”).

W I T N E S S E T H:

WHEREAS, Owner are the Owner of Record of the Property legally described in Exhibit “A”, which is attached hereto and made a part hereof (hereinafter sometimes referred to as “Property”); and

WHEREAS, the Property is located in the Village of North Aurora, Kane County, Illinois (hereinafter sometimes referred to as the “County”), and was annexed pursuant to the Annexation Agreement by Ordinance No. 12-11-19-01, dated November 19, 2012, and Zoned R-4 General Residential District subject as part of a Planned Unit Development by Ordinance No. 12-11-19-03 dated November 19, 2012; and

WHEREAS, the Property is further subject to Ordinance No. 13-01-07-02 being an Ordinance Annexing the Stanley L. Zepelak Trust Property located West of Orchard Road, North of Tanner Road and East of Deerpath Road to the Village of North Aurora on January 7, 2013, and zone pursuant to Ordinance No 13-01-07-03 dated January 7, 2013, being an Ordinance Zoning and Granting a Special Use Planned Unit Development for Commercial and Multi-Family Use for the Property located West of Orchard Road, North of Tanner road and East of Deerpath Road to the Village of North Aurora (the “PUD Ordinance”) on the same date; and

WHEREAS, a Petition for amendment to the Annexation Agreement and PUD Ordinance has been or will be filed in accordance with law; and

WHEREAS, the Owner and Developer desire to amend the Annexation Agreement and PUD Ordinance upon the terms and conditions hereinafter set forth; and

WHEREAS, Owner and Developer have signed this Amendment and represent that no other parties have any right, title, interest or claim in the Property at the time of execution of this Amendment; and

WHEREAS, this Amendment is made pursuant to the provisions of 65 ILCS 5/11-15.1-1 through 11-15.1-5; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters required for the consideration, approval, and execution of this Amendment have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

WHEREAS, the annexation and development of the Property for the use and purposes provided herein will promote sound planning, will aid in developing the Village as a balanced community and will assist the Village in realizing the purpose of the Comprehensive Plan of the Village of North Aurora; and

WHEREAS, the President and Board of Trustees of the Village have, by a vote of two-thirds (2/3) of the Corporate Authorities currently holding office, directed the President to execute and the Village Clerk to attest this Amendment on behalf of the Village;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed by and between the Village and Owner/Developer and shall be applicable only as to the Property specifically identified herein as follows:

A. **RECITALS.** The representations and recitations set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and become a part of this Agreement as though they were fully set forth in this Paragraph 1.

B. **AMENDMENT TO THE ANNEXATION AGREEMENT.** Section 2 of the Annexation Agreement is hereby deleted as to the Property in its entirety and replaced with the following:

Owner/Developer have made proper application to the Village for Amendment to the Annexation Agreement affecting the Property. The Property is already annexed to the Village of North Aurora and subject to applicable statutes, local ordinances and codes and the terms and conditions of Annexation Agreement as amended herein. This Amendment to the Annexation Agreement shall modify the Annexation Agreement only to the extent that this Amendment deviates explicitly from the Annexation Agreement or as necessarily implied from the explicit deviations from the Annexation Agreement in this Amendment. If any provisions of the Annexation Agreement cannot be reconciled and harmonized with this Amendment, this Amendment shall supersede and control.

C. **ZONING.** Notwithstanding anything to the contrary set forth in the Annexation Agreement, or elsewhere, including, without limitation, Section 3 of the Annexation Agreement, the parties hereto agree that the following language shall apply to the Property:

1. Owner/Developer have made proper application to the Village for Amendment to PUD Ordinance. Immediately upon approval of the Amendment to the Annexation Agreement, without the need for additional public hearing, the Amended PUD Ordinance

affecting the R-4 General Residential District area north of the access road to be provided onto Orchard Road, shall be approved, as described and identified below.

2. It is the intention of the parties that the Owner/Developer shall enjoy and shall be subject to all of the provisions of R-4 Residential District regulations on the Property, consistent with the provisions of the Planned Unit Development section of the Village's Zoning Ordinance except as otherwise specifically provided and consistent with the terms of this Amendment to the Annexation Agreement and the Amendment to the PUD Ordinance in the form attached hereto and incorporated herein by reference as Exhibit "B" ("PUD Amendment"). The final site plans and engineering plans shall be processed administratively without further public hearing or Board approval, provided that there is no material deviation from the provisions of this Amendment to the Annexation Agreement and PUD Amendment attached as Exhibit B.

If there is conflict or inconsistency as between this Section C., and Section 3 of the Annexation Agreement, then in either such event, this Section C. shall supersede and control as to the Property.

D. SITE PLAN APPROVAL PROCESS: Notwithstanding anything to the contrary set forth in the Annexation Agreement, or elsewhere, including, without limitation, Section 5 of the Annexation Agreement, the parties hereto agree that the following language shall apply to the Property:

The preliminary development plans (including, without limitation, preliminary civil engineering plans) and plat attached hereto and incorporated herein by reference as Exhibit "C" (the "Preliminary Development Plans") and the site plan attached hereto and incorporated herein by reference as Exhibit "D" (the "Preliminary Site Plan") (together the "Preliminary Plans") are hereby approved for the Property. The development plans and final site plan may be submitted to the Community Development Director for review and may be approved as the Final Development Plans and Final Site Plan (together the "Final Plans") without the need for more formal approval if the revisions, if any, are substantially consistent with the Preliminary Plans. If the Final Plans are not substantially consistent with the Preliminary Plans, they must be approved after review by the Planning Commission and Board of Trustees (but without the need for a public hearing) which review shall be based on the zoning and subdivision control requirements in place at the time and limited to and based only on the following standards. The standards for review and approval of Final Plans shall be consistent with the Annexation Agreement as revised by this Amendment and the Amended PUD Ordinance consistent with the Preliminary Plans approved and incorporated herein, subject to the changes in this Paragraph D, including the following:

1 Circulation. Section 5.B of the Annexation Agreement is revised by adding the following:

Any revisions to the Preliminary Plans and/or Final Plans to accommodate any required Kane County traffic improvements or easement restrictions adjacent to Orchard Road or the

Deerpath Connector Road shall be deemed be a technical change to the development plans and may be approved administratively by the Community Development Director.

2. Pedestrian Pathways. Section 5.C of the Annexation Agreement is revised by incorporating the terms and conditions of the Amended PUD Ordinance consistent with the Preliminary Plans approved and incorporated herein.

3. Site Plan Engineering: Section 5.D of the Annexation Agreement is revised by adding the following:

a. The final engineering for the Property shall be in substantial compliance with the Preliminary Development Plans as approved by the Village Engineer.

b. If the petitioner is required to make any minor changes to the plat to accommodate engineering comments or Kane County DOT, such changes shall be deemed a “Technical Change” to the plat that can be approved administratively by the Community Development Director.

4. Site Plan Landscaping. Section 5.E of the Annexation Agreement is revised by incorporating the terms and conditions of the Amended PUD Ordinance consistent with the Preliminary Plans approved and incorporated herein.

5. Architecture. Section 5.G of the Annexation Agreement is revised such that the building elevations, materials, and design elements for the Property shall be consistent with the Preliminary Plans approved with this Amendment and the Amended PUD Ordinance consistent with the Preliminary Plans approved and incorporated herein.

6. Signage. Section 5.F of the Annexation Agreement is revised by incorporating the signage plans consistent with the Preliminary Plans approved with the Amendment and Amended PUD Ordinance.

If there is conflict or inconsistency as between this Section D., and Section 5 of the Annexation Agreement, then in either such event, this Section D. shall supersede and control as to the Property.

E. REQUIRED IMPROVEMENTS. Notwithstanding anything to the contrary set forth in the Annexation Agreement, or elsewhere, including, without limitation, Section 7 of the Annexation Agreement, the parties hereto agree that the following language shall apply to the Property:

1. Required Improvements. Section 7.A of the Annexation Agreement is amended by adding the following as the last sentence of the Section:

Required improvements shall be constructed as provided in the Annexation Agreement except as specifically revised by this Amendment incorporating the terms of the Amended PUD Ordinance consistent with the Preliminary Plans approved and incorporated herein.

2. **Recapture.** Section 7.E of the Annexation Agreement is clarified and amended only as follows:

a. Section 7.E1 of the Annexation Agreement is clarified and amended only as follows:

There are no off-site public improvements or common improvements required by the Village to be constructed by Developer to serve the Property that will also benefit other property, except for any road improvements required by Kane County that may benefit other properties. The burden is on the Developer whether to seek recapture of the proportionate cost of those improvements from properties that will benefit from them through the Village, by initiating the process to establish a recapture agreement with the Village or pursuing other methods of allocating the cost directly with the benefitting property Owner as provided in Section 7.H of the Annexation Agreement, as modified herein. The Village will not initiate the process. The determination of the benefitting properties and the allocable costs to be recaptured shall be determined by the Village Engineer in cooperation with the Developer, and must be reduced to writing in a recapture agreement mutually agreed and signed by the Village, Owner and Developer substantially consistent with the Annexation Agreement.

b. **Sanitary Sewer and Orchard Road Recapture.** Section 7.E.2 of the Annexation Agreement is deleted in its entirety and replaced with the following:

The recapture requirements for sanitary sewer extension improvements owed to Richmar Realty have been fully satisfied, and no further obligations exist regarding the recapture requirements for sanitary sewer extension improvements owed to Richmar Realty. Owner and Developer hereby acknowledge their obligation to pay their proportionate share of the sanitary sewer extension provided to the Property by Fox Valley West Properties, the developer of the Auto Mall property, the cost for which is \$308.28 per acre, which shall be paid as provided in the Annexation Agreement, and upon making such payment in accordance with Annexation Agreement, all obligations and liabilities shall be satisfied. By way of example, when the Developer pays its proportionate share of the foregoing outstanding costs, then the Developer and anyone who comes into title to the Property shall no longer have any recapture obligations related to the sanitary sewer extension provided to the Property by Fox Valley Wes Properties. Except as described in the immediately prior sentence, there are no other recaptures owed or outstanding for the Property.

3. **Access to the Property from Orchard Road.** Section 7.H of the Annexation Agreement is clarified and amended only as follows:

The Owner shall dedicate up to eighty feet (80') of right of way to the Village and construct the extension of the Deerpath Connector Road as generally illustrated in Exhibit I to the Annexation Agreement. The Village hereby agrees that it shall only require an eighty-foot (80') right-of-way, with ten-foot (10') roadway and public utility easements on each side, unless greater right-of-way is required by Kane County. The Owner/Developer shall be

entitled to reimbursement through a sales tax rebate agreement as provided in Section 8 of the Annexation Agreement if Kane County requires the dedication of the Deerpath Connector Road to be oversized.

The Village does not currently require signalization at the intersection of the Deerpath Connector Road and Orchard Road because signalization is not yet warranted or required by KDOT. The Village hereby agrees to maintain the Deerpath Connector Road.

If Kane County requires off-site improvements in connection with development of the Property, the Developer shall perform those improvements and may enter into a recapture agreement with the Village to recapture the allocable cost of such improvements from properties that directly benefit thereby, including, without limitation, the Mango Creek Property, as provided in Section E.1 of the Annexation Agreement.

The parties agree that Developer shall not be responsible for the cost of any future intersection improvement or off-site improvements, other than those completed by Developer as part of developing the Property and expressly set-forth in the Preliminary Plans. This Amendment to the Annexation Agreement does not negate the obligation of the Owner for its share of future signalization at Orchard Road and the Deerpath Connector Road.

If there is conflict or inconsistency as between this Section E., and Section 7 of the Annexation Agreement, then in either such event, this Section E. shall control as to the Property.

F. **DEVELOPMENT OF THE PROPERTY.** Notwithstanding anything to the contrary set forth in the Annexation Agreement, or elsewhere, including, without limitation, Section 9 of the Annexation Agreement, the parties hereto agree that the following language shall apply to the Property:

Development of the Property shall be undertaken consistent with the Annexation Agreement, as amended by this Amendment, the PUD Ordinance, as amended by Amended PUD Ordinance consistent with the Preliminary Plans approved and incorporated herein, and all the ordinances, codes and regulations of the Village of North Aurora.

If there is conflict or inconsistency as between this Section F., and Section 9 of the Annexation Agreement, then in either such event, this Section F. shall supersede and control as to the Property.

G. **DEDICATION AND MAINTENANCE OF QUASI-PUBLIC IMPROVEMENTS.**

1. **Dedication of Public and Quasi-Public Facilities.** Section 11 of the Annexation Agreement is amended in its entirety as to the Property as follows:

Developer shall construct and install in compliance with the applicable ordinances and regulations of the Village of North Aurora, County, and State the retention and detention basins surface drainage facilities and storm sewer lines the tie into the regional storm water facilities ("Quasi-Public Facilities") that are intended for the special benefit of the Property consistent with the Preliminary Plans and dedicate them to the Village of North Aurora along with the roads, walkways, underground water and sewer facilities intended to be dedicated to the Village for public maintenance required by the Preliminary Plans.

2. **Maintenance of Quasi-Public Facilities.** Section 12 of the Annexation Agreement are hereby amended in its entirety as follows:

The Developer shall maintain, repair, reconstruct, and restore the Quasi-Public Facilities in good condition in compliance with the applicable ordinances and regulations of the Village of North Aurora, County, and State, and the Owner and Developer will not object to the creation of a Special Service Area by the Village as a backup source of funding for the maintenance, repair, reconstruction, and restoration of the Quasi-Public Facilities in keeping with this provision if Developer or subsequent owners fail to maintain, repair, reconstruct, and restore the Quasi-Public Facilities in good condition in compliance with the applicable ordinances and regulations of the Village of North Aurora, County, and State.

H **INCORPORATION OF ANNEXATION AGREEMENT TERMS.** All of the terms and conditions and provisions of the Annexation Agreement, except as expressly modified by this Amendment, shall remain in full force and effect. If there is conflict or inconsistency as between the terms and conditions and provision of this Amendment, and the terms and conditions and provisions of the Annexation Agreement, then terms and conditions and provisions of this Amendment shall supersede and control as to the Property.

I. **BINDING EFFECT AND TERM.** This Amendment to the Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for the period of twenty (20) years from the date hereof.

J. **COVENANT RUNNING WITH THE LAND.** This Amendment to the Annexation Agreement constitutes a covenant running with the land and is binding upon the parties hereto, all grantees, successors in interest, assigns and lessees, and successor Village Board.

K. **HOLD HARMLESS AND INDEMNIFICATION.** In the event a claim is made against the Village, by a party other than the Owner and Developer, or if the Village is made a party-defendant in any legal proceeding arising out of or in connection with the annexation, zoning, or the development of the Property, the then Owner and /or Developer shall defend the Village and hold the Village harmless from all claims, liabilities, losses, taxes, judgments, costs and fees, including expenses and reasonable attorney fees, in connection therewith. The Village shall reasonably cooperate in the defense of such proceedings.

L. **AMENDMENT**. This Amendment to the Annexation Agreement may be further amended by the procedures established by law, in force from time to time, such as permit its initial approval. Village and the Owner of record of any portion of the Property, even if not the Owner or Developer of all the Property identified herein, may agree to modify this Agreement with respect to such portion of the Property that does not affect other owners of the Property.

M. **SEPARABILITY**. The provisions hereof shall be deemed to be separable; and if any section, paragraph, clause, provisions or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision of this Amendment to the Annexation Agreement.

N. **COOPERATION**. Village, Owner, and Developer shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment to the Annexation Agreement and to aid and assist each other in carrying out the terms and objectives of this Amendment to the Annexation Agreement and the intentions of the parties as reflected by said terms.

O. **NOTICE**. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered personally or be mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Village: Village Community Development Director
VILLAGE OF NORTH AURORA
25 East State Street
North Aurora, IL 60542

With a copy to: Kevin G. Drendel
Drendel & Jansons Law Group
111 Flinn Street
Batavia, IL 60510

If to Owner: Stanley L. Zepelak Trust
c/o Stanley L. Zepelak, Lucaya Asset Management, LLC
17753 Lucaya Drive
Lakewood Ranch, FL 34202

With a copy to: John F. Philipchuck
Dommermuth, Cobine, West, Gensler, Philipchuck,
Corrigan and Bernhard, Ltd.
123 Water Street
Naperville, IL 60540

If to Developer: Steven Bersell
Fiduciary Real Estate Development, Inc.
789 North Water Street, Suite 200
Milwaukee, WI 53202

Anthony DeRosa
Fiduciary Real Estate Development, Inc.
789 North Water Street, Suite 200
Milwaukee, WI 53202

With a copy to: Quarles & Brady LLP
Attention: Daniel A. Kaminsky
411 East Wisconsin Avenue, Suite 2400
Milwaukee, Wisconsin 53202

P. **RECORDING.** This Amendment to the Annexation Agreement or a memorandum thereof may be recorded in the Kane County Recorder of Deeds Office by either party.

Q. **ENTIRE AGREEMENT.** This Amendment to the Annexation Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Owner, Developer and the Village relative to the Property and the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth.

R. **CONDITION.** Notwithstanding anything to the contrary in this Amendment, the Annexation Agreement, or elsewhere, Owner and the Village hereby agree that Developer's obligations under this Amendment, the Annexation Agreement, or both, are conditioned upon Developer acquiring fee simple title to the Property.

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

[The remainder of this page left blank. Signatures are located on the following page.]

VILLAGE OF NORTH AURORA, ILLINOIS
an Illinois Municipal Corporation

By: _____
Village President

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Print Name: _____
My commission expires _____

OWNER:

By: Stanley I. Zepelak, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that _____, _____ of
_____, a Florida _____, who is personally known to me to
be the same person whose name is subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that he signed and delivered the said instrument as his own
free and voluntary act as said _____ and as the free and voluntary act of said limited liability
company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2022.

Notary Public:

Print Name: _____
My commission expires _____

DEVELOPER:

FRED-North Aurora HC, LLC
a Wisconsin limited liability company

By: _____
Steven Bersell, its COO

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that _____, of
_____, a Wisconsin _____, who is personally known to me
to be the same person whose name is subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that he signed and delivered the said instrument as his own
free and voluntary act as said _____ and as the free and voluntary act of
said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____,
2022.

Notary Public:

Print Name: _____
My commission expires _____.

EXHIBITS

- A Legal Description
- B Amendment to Zoning/PUD Ordinance
- C. Preliminary Plans [including, without limitation, signage plans]
- D. Preliminary Site Plan

DRAFT

Exhibit A – Legal Description

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF DEER OAKS SUBDIVISION; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID SUBDIVISION, BEING THE CENTERLINE OF DEERPATH ROAD, 105.60 FEET; THENCE NORTHEASTERLY, 255.30 FEET ALONG SAID CENTERLINE, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 758.54 FEET, SAID ARC FORMING A CHORD THAT MEASURES 170 DEGREES 21' 29" COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 254.10 FEET; THENCE NORTHEASTERLY, ALONG SAID CENTERLINE, AT AN ANGLE OF 170 DEGREES 21' 29", MEASURED COUNTERCLOCKWISE FROM SAID CHORD, 1051.31 FEET; THENCE NORTHEASTERLY, ALONG SAID CENTERLINE, 145.30 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 557.15 FEET, SAID ARC FORMING A CHORD THAT MEASURES 172 DEGREES 31' 44" CLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 144.89 FEET; THENCE EASTERLY AT AN ANGLE OF 110 DEGREES 21' 49", MEASURED COUNTERCLOCKWISE FROM SAID CHORD, 40.95 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DEERPATH ROAD FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, AT AN ANGLE OF 159 DEGREES 40' 44" MEASURED CLOCKWISE FROM THE CHORD FORMED BY THE LAST DESCRIBED ARC, 78.24 FEET; THENCE SOUTHEASTERLY, 77.49 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, SAID ARC FORMING A CHORD THAT MEASURES 172 DEGREES 36' CLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 77.28 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 172 DEGREES 36', MEASURED CLOCKWISE FROM SAID CHORD, 228.86 FEET; THENCE SOUTHEASTERLY, 235.14 FEET, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 366.0 FEET, SAID ARC FORMING A CHORD THAT MEASURES 161 DEGREES 35' 42" COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 231.11 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 161 DEGREES 35' 42", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED CHORD, 117.91 FEET; THENCE EASTERLY AT AN ANGLE OF 135 DEGREES 25' 11" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 45.78 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ORCHARD ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE, 1356.64 FEET, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 3889.80 FEET, SAID ARC FORMING A CHORD THAT MEASURES 145 DEGREES 31' 56" COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE AND MEASURES 1349.77 FEET, TO AN OLD CLAIM LINE THENCE NORTHERLY, AT AN ANGLE OF 126 DEGREES 26' DEGREES 26' 48" MEASURED CLOCKWISE FROM SAID CHORD, ALONG SAID OLD CLAIM LINE, 235.00 FEET TO THE CENTERLINE OF MOOSEHEART ROAD; THENCE WESTERLY AT AN ANGLE OF 82 DEGREES 10' 56" MEASURED CLOCKWISE FROM SAID OLD CLAIM LINE ALONG SAID CENTERLINE, 1644.08 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 96 DEGREES 38", MEASURED CLOCKWISE FROM SAID CENTERLINE, 380.48 FEET; THENCE SOUTHERLY AT AN ANGLE OF 178 DEGREES OF 38', MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 195.0 FEET; THENCE WESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 182.46 FEET TO THE POINT OF BEGINNING, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

Commonly known as: Vacant Land Orchard Road Farm – West of
Orchard Road, North of Tanner Road,
Kane County, Illinois

Exhibit B – AMENDMENT TO ZONING/PUD ORDINANCE

DRAFT

EXHIBIT C – PRELIMINARY PLANS
[Includes, without limitation, signage plans]

DRAFT

EXHIBIT D - PRELIMINARY SITE PLAN

DRAFT



SITE STATISTICS

MULTIFAMILY

TWO STORY WALKUP BUILDINGS WITH
20 UNIT CONFIGURATIONS
ALONG WITH A CLUBHOUSE AND POOL
CLUBHOUSE - 4,942 SF

20 UNIT BUILDING - 25,797 SF (1,072 SF/UNIT*)
* SF/UNIT DOES NOT INCLUDE GARAGE

STUDIO 26
ONE BEDROOM 104
TWO BEDROOM 104
THREE BEDROOM 26

OVERALL UNIT COUNT 260

SITE AREA : 21.7 ACRES (12 UNITS/ACRE)

PARKING

ON SITE STALLS 391 (1.5 STALLS/UNIT)
ENCLOSED STALLS 172 (0.66 STALLS/UNIT)
TOTAL STALLS 563 (2.16 STALLS/UNIT)

TYPICAL PARKING STALL DIMENSIONS: 9' X 18.5'

LOT COVERAGE

SITE AREA	945,303 SQFT (21.7ACRES)
BUILDINGS AND SITE STRUCTURES	198,416 SQFT (21%)

SETBACKS

YARD REGULATIONS	CURRENT SETBACK	
FRONT YARD	25 FT	25 FT
REAR YARD	30 FT	30 FT
INTERIOR SIDE YARD	10 FT	25 FT
CORNER SIDE YARD	30 FT	30 FT
ORCHARD ROAD LANDSCAPE BUFFER	35 FT	35 FT
DEDICATION TO ORCHARD R.O.W.	15FT	15FT
MOOSEHEART RD LANDSCAPE BUFFER	50 FT	50 FT

SCALE 1"=60'



Seasons at North Aurora
MULTIFAMILY DEVELOPMENT
North Aurora, Illinois





11111 N. 111TH ST., SUITE 100
NORTH AURORA, IL 60151
TEL: 630.581.1234 FAX: 630.581.1235
WWW.SAASARCH.COM
ARCHITECT: SAAS ARCHITECTURE
DATE: 01/11/2021
BY: JLM

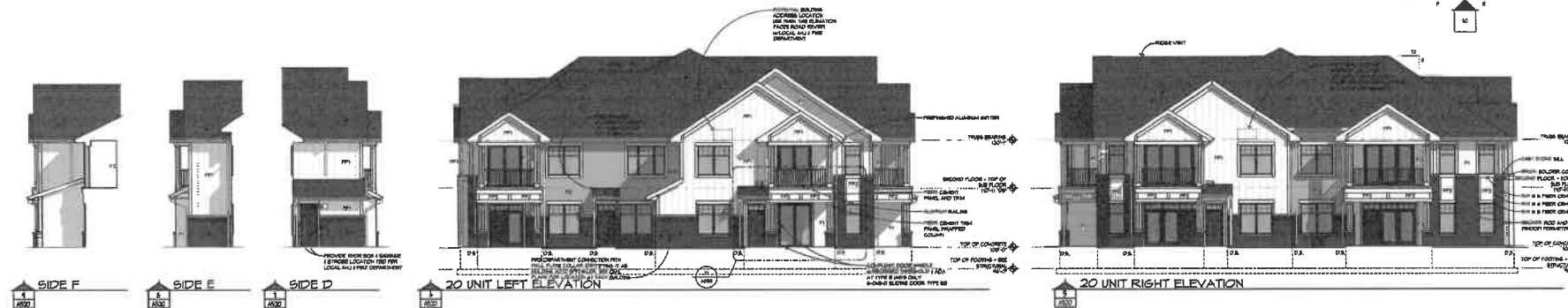
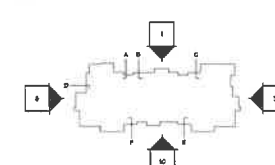
REVISION NO. DATE DESCRIPTION

DATE: 01/11/2021
PROJECT: 11111 N. 111TH ST., SUITE 100
SHEET NO. 111

BUILDING MASONRY PERCENTAGE: 25.8%

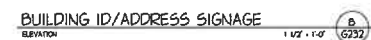
EXTERIOR ELEVATION GENERAL NOTES

1. PROVIDE CONCRETE BRICK BLOCKS AT ALL CORNERS AND FINISH WITH GROUT BRICK OR MOULD.
 2. ALL CORNERS, VERTICAL JOINTS, ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.
 3. GUTTERS AND DOWNSPUTS ARE PERMITTED ALUMINUM.
 4. SEE SHEET 111-100 FOR FINISH SCHEDULES.
- EXTERIOR ELEVATION FINISHES
- A. THREE DIMENSIONAL VINYL SIDING
 - B. BRICK 180
 - C. PERM CONCRETE BRICK WITH 1/2" GROUT
 - D. PERM CONCRETE BRICK WITH 1/2" GROUT
 - E. VERTICAL PERM CONCRETE BRICK WITH 1/2" GROUT
 - F. PERM CONCRETE BRICKS
- COLORS: PERM CONCRETE TO BE ARCTIC WHITE PERM CONCRETE BRICK WITH 1/2" GROUT TO BE ARCTIC WHITE
- F1 - ARCTIC WHITE LAP SIDING
 - F2 - PEARL GREY LAP SIDING
 - FP1 - ARCTIC WHITE BOARD AND BATTEN
 - FP2 - ARCTIC WHITE



1/8" EXTERIOR ELEVATIONS - 20 UNIT A520

© 2005 Blackwell Publishing Ltd
Journal of Internal Medicine 258: 105–114



NO. DATE DESCRIPTION
1 4/26/2003 ADDITIONAL

Engineering
Physics

● 2019 年 12 月 31 日

CONCEPTUAL
PACKAGE
NOT FOR
CONSTRUCTION

Bob Manning, an energy reporter and an author of the book *Oil: The Inside Story*, said that the oil industry is not a monopoly, but a cartel. He said that the oil industry is not a monopoly, but a cartel. He said that the oil industry is not a monopoly, but a cartel.

SITE DETAILS G232
TYPICAL

Copyright © 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991, 1990, 1989, 1988, 1987, 1986, 1985, 1984, 1983, 1982, 1981, 1980, 1979, 1978, 1977, 1976, 1975, 1974, 1973, 1972, 1971, 1970, 1969, 1968, 1967, 1966, 1965, 1964, 1963, 1962, 1961, 1960, 1959, 1958, 1957, 1956, 1955, 1954, 1953, 1952, 1951, 1950, 1949, 1948, 1947, 1946, 1945, 1944, 1943, 1942, 1941, 1940, 1939, 1938, 1937, 1936, 1935, 1934, 1933, 1932, 1931, 1930, 1929, 1928, 1927, 1926, 1925, 1924, 1923, 1922, 1921, 1920, 1919, 1918, 1917, 1916, 1915, 1914, 1913, 1912, 1911, 1910, 1909, 1908, 1907, 1906, 1905, 1904, 1903, 1902, 1901, 1900, 1899, 1898, 1897, 1896, 1895, 1894, 1893, 1892, 1891, 1890, 1889, 1888, 1887, 1886, 1885, 1884, 1883, 1882, 1881, 1880, 1879, 1878, 1877, 1876, 1875, 1874, 1873, 1872, 1871, 1870, 1869, 1868, 1867, 1866, 1865, 1864, 1863, 1862, 1861, 1860, 1859, 1858, 1857, 1856, 1855, 1854, 1853, 1852, 1851, 1850, 1849, 1848, 1847, 1846, 1845, 1844, 1843, 1842, 1841, 1840, 1839, 1838, 1837, 1836, 1835, 1834, 1833, 1832, 1831, 1830, 1829, 1828, 1827, 1826, 1825, 1824, 1823, 1822, 1821, 1820, 1819, 1818, 1817, 1816, 1815, 1814, 1813, 1812, 1811, 1810, 1809, 1808, 1807, 1806, 1805, 1804, 1803, 1802, 1801, 1800, 1799, 1798, 1797, 1796, 1795, 1794, 1793, 1792, 1791, 1790, 1789, 1788, 1787, 1786, 1785, 1784, 1783, 1782, 1781, 1780, 1779, 1778, 1777, 1776, 1775, 1774, 1773, 1772, 1771, 1770, 1769, 1768, 1767, 1766, 1765, 1764, 1763, 1762, 1761, 1760, 1759, 1758, 1757, 1756, 1755, 1754, 1753, 1752, 1751, 1750, 1749, 1748, 1747, 1746, 1745, 1744, 1743, 1742, 1741, 1740, 1739, 1738, 1737, 1736, 1735, 1734, 1733, 1732, 1731, 1730, 1729, 1728, 1727, 1726, 1725, 1724, 1723, 1722, 1721, 1720, 1719, 1718, 1717, 1716, 1715, 1714, 1713, 1712, 1711, 1710, 1709, 1708, 1707, 1706, 1705, 1704, 1703, 1702, 1701, 1700, 1699, 1698, 1697, 1696, 1695, 1694, 1693, 1692, 1691, 1690, 1689, 1688, 1687, 1686, 1685, 1684, 1683, 1682, 1681, 1680, 1679, 1678, 1677, 1676, 1675, 1674, 1673, 1672, 1671, 1670, 1669, 1668, 1667, 1666, 1665, 1664, 1663, 1662, 1661, 1660, 1659, 1658, 1657, 1656, 1655, 1654, 1653, 1652, 1651, 1650, 1649, 1648, 1647, 1646, 1645, 1644, 1643, 1642, 1641, 1640, 1639, 1638, 1637, 1636, 1635, 1634, 1633, 1632, 1631, 1630, 1629, 1628, 1627, 1626, 1625, 1624, 1623, 1622, 1621, 1620, 1619, 1618, 1617, 1616, 1615, 1614, 1613, 1612, 1611, 1610, 1609, 1608, 1607, 1606, 1605, 1604, 1603, 1602, 1601, 1600, 1599, 1598, 1597, 1596, 1595, 1594, 1593, 1592, 1591, 1590, 1589, 1588, 1587, 1586, 1585, 1584, 1583, 1582, 1581, 1580, 1579, 1578, 1577, 1576, 1575, 1574, 1573, 1572, 1571, 1570, 1569, 1568, 1567, 1566, 1565, 1564, 1563, 1562, 1561, 1560, 1559, 1558, 1557, 1556, 1555, 1554, 1553, 1552, 1551, 1550, 1549, 1548, 1547, 1546, 1545, 1544, 1543, 1542, 1541, 1540, 1539, 1538, 1537, 1536, 1535, 1534, 1533, 1532, 1531, 1530, 1529, 1528, 1527, 1526, 1525, 1524, 1523, 1522, 1521, 1520, 1519, 1518, 1517, 1516, 1515, 1514, 1513, 1512, 1511, 1510, 1509, 1508, 1507, 1506, 1505, 1504, 1503, 1502, 1501, 1500, 1499, 1498, 1497, 1496, 1495, 1494, 1493, 1492, 1491, 1490, 1489, 1488, 1487, 1486, 1485, 1484, 1483, 1482, 1481, 1480, 1479, 1478, 1477, 1476, 1475, 1474, 1473, 1472, 1471, 1470, 1469, 1468, 1467, 1466, 1465, 1464, 1463, 1462, 1461, 1460, 1459, 1458, 1457, 1456, 1455, 1454, 1453, 1452, 1451, 1450, 1449, 1448, 1447, 1446, 1445, 1444, 1443, 1442, 1441, 1440, 1439, 1438, 1437, 1436, 1435, 1434, 1433, 1432, 1431, 1430, 1429, 1428, 1427, 1426, 1425, 1424, 1423, 1422, 1421, 1420, 1419, 1418, 1417, 1416, 1415, 1414, 1413, 1412, 1411, 1410, 1409, 1408, 1407, 1406, 1405, 1404, 1403, 1402, 1401, 1400, 1399, 1398, 1397, 1396, 1395, 1394, 1393, 1392, 1391, 1390, 1389, 1388, 1387, 1386, 1385, 1384, 1383, 1382, 1381, 1380, 1379, 1378, 1377, 1376, 1375, 1374, 1373, 1372, 1371, 1370, 1369, 1368, 1367, 1366, 1365, 1364, 1363, 1362, 1361, 1360, 1359, 1358, 1357, 1356, 1355, 1354, 1353, 1352, 1351, 1350, 1349, 1348, 1347, 1346, 1345, 1344, 1343, 1342, 1341, 1340, 1339, 1338, 1337, 1336, 1335, 1334, 1333, 1332, 1331, 1330, 1329, 1328, 1327,

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44

WHEREAS, Lucaya Asset Management, LLC, a Florida limited liability company hereinafter called “Owner” and/or “Petitioners” has filed an application to amend the Annexation Agreement by and between the Village of North Aurora and the Stanley L. Zepelak Trust approved by Ordinance No. 12-11-19-01 dated November 19, 2012 (the “Annexation Agreement”) for certain property legally described in Exhibit “A” attached to the Amendment to the Annexation Agreement (hereinafter referred to as the “Property”) entered into by the Village of North Aurora, an Illinois Municipal corporation (the “Village”), the Stanley L. Zepelak Trust under a certain agreement dated April 26, 1989, (the “Owners”) and FRED-North Aurora HC, LLC, a Wisconsin limited liability company (the “Developer”) (hereinafter referred to as the “Annexation Agreement Amendment”))

WHEREAS, the petitioners desire to develop the Property as a planned unit development in the R-4 General Residential District for the area north of the access road to be provided onto Orchard Road identified in the Annexation Agreement Amendment; and

WHEREAS, the Plan Commission has recommended approval of the application with certain flexibility and subject to certain conditions, as indicated in the Plan Commission Minutes of the same date as the hearing (hereinafter referred to as the "Plan Commission Minutes"); and

WHEREAS, the Petitioners have submitted all documentation required by the Village for its review of the proposed development; and

1 **WHEREAS**, the Annexation Agreement Amendment sets forth an orderly process for the
2 Village's administration of the development of the Property pursuant to the Development Plans
3 identified in and approved by the Annexation Agreement Amendment; and
4

5 **WHEREAS**, the President and the Board of Trustees of the Village of North Aurora have
6 determined that the best interests of the Village will be attained by granting to the Property the
7 special use for a planned development pursuant to the Development Plans identified in and
8 approved by the Annexation Agreement Amendment.
9

10 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE**
11 **VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, as follows:**
12

13 1. **RECITALS**
14

15 The representations and recitations set forth in the foregoing Recitals are material to this
16 Ordinance and are hereby incorporated into and become a part of this Ordinance as though they
17 were fully set forth in this Section 1
18

19 2. **LAND USE REQUIREMENT.**
20

21 The Property shall be developed subject to the following deviations from the North
22 Aurora Municipal Code and operated in compliance with this Ordinance and all applicable
23 ordinances of the Village that are not in conflict with this Ordinance, except as provided for in
24 the Annexation Agreement, as amended:
25

26 2.1 The Property shall be developed substantially consistent with the Development
27 Plans attached to and approved by the Annexation Agreement Amendment.
28

29 2.2 It is understood between the parties that office uses are generally permitted within
30 the R-4 General Residential District.
31

32 2.3 The Property shall be developed consistent with the Preliminary Development
33 Plans and Preliminary Site Plan approved by and attached to the Annexation
34 Agreement Amendment for the Property as finalized pursuant to the process
35 identified in the Annexation Agreement Amendment.
36

37 2.4 The following deviations from the general requirements of the R-4 General
38 Residential District and subdivision control provisions of the North Aurora
39 Municipal Code and conditions are hereby approved for the Property:.
40

41 2.4.1 Parking.
42

43 2.4.3.1 Parking shall be provided consistent with the Preliminary Plans

approved by and attached to the Annexation Agreement Amendment and this Amendment to the PUD Ordinance;

2.4.1.2 Within the off-street parking facilities two-way traffic aisles shall be at least twenty-four (24) feet in width; and

2.4.1.3 One parking lot island shall be provided between every ten (10) parking spaces.

2.4.14 A total of 172 enclosed parking spaces shall be provided for a total of 260 residential units representing a parking ratio of 0.66 enclosed parking spaces per residential unit, provided that some units have more than one enclosed parking space.

2.4.2 Landscaping.

2.4.2.1 If Kane County prohibits the planting of parkway trees along Orchard Road, the petitioner shall plant additional trees within the landscaped buffer along Orchard Road at a ratio of one (1) tree for every two (2) parkway trees. Such changes shall also be deemed to be a "Technical Change" to the development plans;

2.4.2.2 The petitioner shall to the greatest extent reasonably possible accommodate the health of the existing trees, including their canopy and root systems, on the residential properties located directly to the west;

2.4.2.3 All planted parkway trees shall be the species and sizes specifically identified in Chapter 16.12.190.C.8 of the Subdivision Ordinance;

2.4.2.4 The required 50' landscaped buffer on Orchard Road may be reduced to 35' to accommodate the additional 15' right-of-way required by Kane County the terms of which right-of-way dedication are included in the Intergovernmental Agreement between the Village and Kane County.

2.4.3 Pedestrian Pathways

2.4.3.1 Pedestrian pathways shall be constructed consistent with the Preliminary Plans approved by and attached to the Annexation Agreement Amendment and Amendment to the PUD Ordinance;

2.4.3.2 The pedestrian walkway along Orchard Road shall either become a

public sidewalk (public access easement) or be moved into the adjacent right-of-way.

2.4.4 Dumpsters. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.

2.4.5 Photometrics. A photometric plan shall be submitted and approved by the Village Community Development Director in keeping with Village ordinances and codes the prior to building permit issuance.

2.4.6 Architecture: The building elevations, materials, and design elements shall be consistent with the Preliminary Plans approved by and attached to the Annexation Agreement Amendment.

3. SITE DEVELOPMENT STANDARDS:

All site development standards of the North Aurora Code for planned unit developments shall be applied to the Property, except as modified by the provisions of this Amendment to the PUD Ordinance and of the Annexation Agreement Amendment.

4. FINAL PLAN APPROVAL, DEVELOPMENT PROCESS.

The final plan approval shall be handled pursuant to the Annexation Agreement Amendment, and the development process shall be handled per the Annexation Agreement Amendment and this Ordinance in keeping with the Village ordinances and codes.

5. INCORPORATION OF PROVISIONS OF ANNEXATION AGREEMENT.

The applicable provisions of the Annexation Agreement Amendment are hereby incorporated herein as if fully set forth herein, and shall be construed as a part of the substance of this Ordinance. In the event of a conflict between this Ordinance and the Annexation Agreement, the terms of the Annexation Agreement Amendment shall supersede and prevail over the terms of this Ordinance.

6. INCORPORATION OF THE PROVISIONS OF THE PUD ORDINANCE.

All the terms and provisions of the PUD Ordinance and the general provisions of the North Aurora Zoning Code, Subdivision Code and other codes and ordinances not amended by this Ordinance or Annexation Agreement Amendment shall remain in force and effect.

7. COMPLIANCE WITH STATE STATUTES.

In the event that any one or more provisions of this Ordinance do not comply with any

one or more provisions of the Illinois Compiled Statute and the governing rules of the Water Pollution Control Board or the Federal or State Environmental Protection Agencies, then the Village, Owner, and all of their respective successors and assigns, agree to cooperate to comply with said provisions which shall include, but not be limited to, the passage of resolutions and ordinances to accomplish such compliance.

9. CONFLICT IN REGULATIONS AND ORDINANCES.

The provisions of this Ordinance shall supersede the provisions of any ordinance, code, or regulation of the Village which may be in conflict with the provisions of this Ordinance.

10. INCORPORATION OF EXHIBITS.

All exhibits attached to this Ordinance and attached to the Annexation Agreement and Annexation Agreement Amendment are hereby incorporated herein and made a part of the substance hereof.

The special use granted under this Ordinance shall remain in effect until amended in the manner provided by law or extinguished under the terms of this Ordinance.

11. EFFECTIVE DATE.

That this Ordinance shall become effective from and after its passage and approval in accordance with law and upon the approval of the Annexation Agreement at the same meeting.

PRESENTED to the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this ____ day of _____, 2022.

PASSED by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this ____ day of _____, 2022.

Mark Carroll _____
Mark Gaffino _____
Michael Lowery _____

Laura Curtis _____
Mark Guethle _____
Carolyn Salazar _____

APPROVED and signed by me as the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this ____ day of _____, 2022.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Plan Commission Meeting Minutes, Findings & Recommendation

DRAFT

**VILLAGE OF NORTH AURORA
PLAN COMMISSION MEETING MINUTES
MARCH 1, 2022**

CALL TO ORDER

Chairman Mike Brackett called the meeting to order.

ROLL CALL

In attendance: Chairman Mike Brackett, Commissioners, Anna Tuohy, Aaron Anderson, Scott Branson, Alexander Negro, Richard Newell, and Doug Botkin

Not in attendance: Mark Bozik and Tom Lenkart

Staff in attendance: Village Administrator Steve Bosco, Community & Economic Development Director Mike Toth and Planner David Hansen

Also in attendance: Kevin Drendel, Village Attorney

APPROVAL OF MINUTES

1. Approval of Plan Commission Minutes dated February 1, 2022

Motion for approval made by Commissioner Newell and seconded by Commissioner Branson. All in favor. **Motion approved.**

PUBLIC HEARING

- 1. Petition #22-02:** The petitioner, Fiduciary Real Estate Development, Inc., requests the following actions in the R-4 General Residence District, Planned Unit Development for the vacant tract of land situated west of Orchard Road, south of West Mooseheart Road and east of Deerpath Road:
 - a) Special Use - Planned Unit Development Amendment with deviations to the Planned Unit Development and Zoning Ordinance
 - b) Preliminary Final Plat of Subdivision
 - c) Site Plan Approval

Chairman Mike Brackett called the public hearing to order.

Chairman Brackett explained Mike Toth will introduce the petition, which will be followed by the petitioner's presentation and public comments. The Plan Commission will then close the public hearing and discuss the petition amongst Commissioner's and ask any questions they may have.

Mike Toth introduced Petition #22-02, which is a 21.7 acre tract of land located east of Deerpath Rd, south of West Mooseheart Rd, and north of Orchard Rd. The developer will give a presentation and provide background on the project itself and then the Village will give their presentation and explain the developer's request in more detail.

The petitioner, Tony DeRosa (Vice President for Fiduciary Real Estate Development, Inc.) presented their Seasons at North Aurora project. DeRosa gave a brief overview on the company, which is based out of Milwaukee, Wisconsin. DeRosa mentioned mixed-use and luxury multi-family products are their specialty and have developed and owned up to 11,000 apartments in their history. DeRosa shared some completed projects that are similar to the Seasons at North Aurora concept, which included their first Seasons development, Seasons at Randall Road in West Dundee, which was completed a few years ago. That development was two phases, which consisted of 380 total apartments. DeRosa showed pictures of the completed project's clubhouse, interior finishes, and overall site. DeRosa mentioned his other team members are here tonight include David Ferrell and Ashley Poull. AG Architecture is their design company and Manhard Consulting Engineering is their civil engineering firm.

DeRosa presented their Seasons at North Aurora concept in greater detail, which includes 260 apartment units (26 studio, 104 one bedroom, 104 two bedroom, and 26 three bedroom units). DeRosa mentioned it was a 21.7 acre site and the current zoning is R-4 General Residence District and the proposed multi-family development is a permitted use with a density of about 12 units per acre. DeRosa mentioned there is Connector Road that divides the two sites and the road is about \$1 million to build and Fiduciary will be building it as part of the site development. Parcels to the south of the connector road are zoned B-2 General Business District for future commercial, but are not part of this development. DeRosa stated the area's apartment occupancy is around 95% and there is a lack of newer multi-family housing in North Aurora. DeRosa added North Aurora has older rental housing stock, lack modern amenities and this development will target all age groups. Apartment prices would be \$1,400 (studio) to \$2,700 (3 bedroom). The development will have a condo and townhome type feel with garages and private entry's, maintenance free living with attached/detached garages, oversized windows, balconies, open concept floor plans, walk in closets, in unit washer/dryer and stainless steel appliances. It will also have a clubhouse, walkability connections throughout the site and on-site management team. DeRosa showed images of the proposed development, which included the clubhouse, outdoor areas, interior gathering areas, and exterior elevations. DeRosa mentioned the east-west connector road would divide the 40 acres of parcels with multi-family permitted on north side and commercial on both ends and the first developer to build on site must build the connector road. DeRosa added the parking screened to interior of development, there is a landscape buffer around perimeter, stormwater features on north side of development, trail/sidewalk connections throughout the site. Parking will be assigned by unit for both garages and exterior parking spaces. DeRosa showed a two-minute fly through 3-D presentation of what the site would look like.

DeRosa outlined the PUD Ordinance development standards for apartment uses for the site, which included the following: building height be limited to three stories (development is two stories), apartments unit have individual access from exterior (each unit will have individual access from the exterior of the building), one parking space provided for each dwelling unit in an interior enclosed area (66% enclosed parking spaces per unit a total of 172 spaces); at least 25% of each apartment building covered in masonry (25.8% will be covered), and architectural monotony standards must be met (DeRosa mentioned cement siding, big windows, and lots of design to avoid monotony on the exterior). DeRosa shared some conclusions from preliminary traffic study, which included the development would not have a detrimental impact. Some traffic study details included Orchard Rd is estimated to increase 8% per day (60% of it would use Orchard to the south

via the connector road that comes out to .73 trips per minute). Deerpath Rd traffic would increase 3% trips increase per day (15% of the traffic is estimated to go south on Deerpath Rd, which is about .18 trips per minute). DeRosa added current conditions as well as improvements as part of the development will help mitigate congestion and commercial development would have more traffic impact than residential one. DeRosa said Fiduciary is working with Kane County Department of Transportation on traffic improvements for Orchard Rd, which would include a southbound deceleration lane on Orchard Rd into the connector road and a dedicated northbound left turn lane into the connector road DeRosa showed the elevations for the clubhouse, floorplans and building exterior contrast. DeRosa added the current tax bill is around \$600 tax bill, but would increase to about \$800,000 a year after the development is completed. DeRosa continued and said this would help retailers in area that are struggling, that the development will hopefully be a catalyst to help commercial develop to the south in the future and that the development is highest and best use of property according to our research.

Mike Toth presented slides regarding the Village's codes, zoning designation, the current PUD, and the Annexation Agreement for the property. In 2012, the property was annexed and a PUD ordinance was approved, which established the B-2 General Business District for the properties north and south of the connector road area with area north of connector road having an R-4 General Residence District zoning designation which allows multi-family as a permitted use. The PUD established standards in 2012 and was amended in 2013 which had a few changes. One change was, in the 2012 PUD, both interior and exterior access was required, but the 2013 PUD only requires exterior access which the development is providing. Another change is that the 2012 PUD ordinance required 20% of the total units must include an interior enclosed parking space, while 2013 PUD ordinance requires 100% of parking spaces (260 spaces) would need to be provided interior enclosed parking.

Toth stated, if the site plan met all requirements of the PUD and Annexation Agreement, the site plan would only need to be submitted to the Plan Commission for review and could have been forwarded to the Village Board for approval without a need for a public hearing. Toth elaborated and said site plan reviews are required for any development to go to the Plan Commission for review and Village Board for approval. However in this PUD ordinance, once anyone submitted a site plan for the property it would come to the Plan Commission for review and developer would only be required to send notice to the adjacent property owners. No signs or newspaper listings would have been required if this would have happened. Site plan approval standards are included in the annexation agreement instead of the PUD, which means Village Board has final say over the site development standards. He added they are included in staff report for guidance tonight on Page 5. Another approval to be considered is the establishment of Lot 1 of Seasons at North Aurora subdivision and preliminary plat that has been submitted.

Toth explained the reason why the public hearing was triggered, signs on the property and letters sent to property owners, etc. were because of Planned Unit Development and Zoning Ordinance amendments. First, the enclosed parking spaces deviation. They are providing 172 enclosed parking spaces, but they need 260 enclosed spaces to avoid it. More garages on property could be a negative due to storage component. Second, is the plan submittal process deviation. As long as the plan being submitted for permit review matches the plans approved by the Village Board they do not need to go through the final review process. Third, the landscape buffer along Orchard

Road. Kane County requires 170 feet of ROW and has jurisdiction for the Road. Upon review, Kane County requires another 15 feet into the buffer yard so the landscape buffer has been reduced to 35 feet instead of 50 feet allowable by code. This has been customary since the Orchard Acres development to the south of this proposed development, on northwest part of Oak St and Orchard Rd., also had same thing happen – the 50 foot buffer was reduced to a 35 feet setback. Given those deviations, staff has reviewed the site plan and is recommending approval with eight conditions upon approval, which are listed on the last page of the staff report.

Chairman Mike Brackett opened the public hearing for public comment. Chairman Brackett mentioned no one signed up on the sheet, but anyone who would like to speak is free to do so in an orderly manner.

Ann Snodgrass (1525 W. Mooseheart Rd.) had a few questions regarding how long the plan been under consideration, what is the time frame for the development, any traffic studies on Mooseheart Rd towards White Oak Dr, how will this impact the schools, and will a left turn be allowed on Orchard Rd. Toth mentioned the Village has been in contact with the Village for months and have a had a few meetings about the project both internal and external and the plan tonight was first seen about a month ago. Toth said the next step is to send it to the Village Board for further discussion with final consideration coming in April or May. It would then have to go through permitting process if approved before site work could begin. DeRosa said the construction target date is mid to late summer with 20 months start to finish with the first building completed in 10 months and one building finished every 30 days after commencement of construction. DeRosa said roughly 10 school age kids per 100 units is about the average they see so they would expect 25-30 school age kids at the development. KOLA traffic consultant, Luay Aboona, said the intersection for Orchard Rd/White Oak and White Oak/W Mooseheart will be looked at as the traffic is further studied and the new access road will be a full intersection with a left and right turn out onto Orchard with stop sign control. DeRosa mentioned they are working with KDOT and that the development will not warrant a need for a traffic signal. Snodgrass asked if there will be any more meetings for residents to speak and asked about how the construction traffic routes will enter and exit during construction. DeRosa said they will work with the Village regarding access for the site. Steve Bosco mentioned tonight the Plan Commission will make a recommendation to the Village Board and next the Village Board would look at it at a Committee of a Whole (COW) meeting which is a public meeting where people can attend again. Bosco said there will be at least two COW meetings then will be a third meeting for approval is the likely route and residents can speak at each meeting. Meetings are held here at Village Hall and packets will be posted online. Public hearing notices are only for Plan Commission meeting and will not be updated on site. Toth added Village Board meetings are held 1st and 3rd Monday of the month and packets are posted online typically by Thursday afternoon prior to that meeting.

Michelle Pitts (2041 Westover Rd.) has lived near Deerpath Rd for 42 years and had questions about the need for the multi-family housing in the area and didn't want to bring certain type of people to town. She was also concerned about the environmental impact of marshland in Mirador since it floods every year and has a good amount of wildlife in that area. Toth mentioned there are IDNR reports that are submitted as part of the process. Bosco mentioned governments speak with acronyms a lot and explained what each of the following were: IGA stands for "intergovernmental agreement", the IDNR is the "Illinois Department of Natural Resources" and PUD is a "Planned

Unit Development”. The petitioner questioned what type of people or demographics she was referring to. DeRosa mentioned demand for this type of development is stronger than 20 years ago and many people want to rent now due to maintenance free living. Retirees, young professional, and snowbirds will be attracted to this development. High quality of housing is as nice or nicer than brand new than single family home and average income 10-15% higher than income in the community as a whole. Rooftops drive retail and should help bring more retail to area and help maintain existing retail.

Jared Placek, Engineer with Manhard Engineering, addressed stormwater concerns and explained there are two stormwater management ponds proposed on the development and the current conditions of the stormwater drain north into the Mirador pond. Currently the site is uncontained and unrestricted north into the area, which has been mentioned as a flooding concern. Part of the development stormwater detention basin would hold water for an extended period of time and allows water to slow down. As a result, it will increase amount of time the water heads north. As required by law, the development will improve the current conditions and in regards to IDNR species endangered in the area, not on the site, but in the area, include herons, but the development doesn't show to have a negative impact on that and will continue to work with IDNR and other governmental agencies. Toth mentioned Village Engineer will review stormwater as well as need to follow the Kane County Stormwater Ordinance.

Dan Carter (1516 W Mooseheart Rd.) had questions about the construction access points, village curfews in regards to the social aspects of the development, dumpster locations and wondered if there would be streetlights at connector road and Deerpath Rd. Toth shared there appears to be eight dumpsters on site and the two access points for the property are on the connector road. Dumpsters would have to follow code of 6-8ft of solid wall or fence with a gate and 6 foot concrete pad. Toth added construction access points will be determined as part of the engineering review and erosion control plan. Bosco stated that curfews generally apply to certain activities after a certain time, but the development would most likely be noise control complaints where a resident can call the police if there is excessive noise. DeRosa mentioned loud parties are not allowed on the weekend; clubhouse gatherings are mostly with family; speakers and pool-related activities are kept at a minimum as well. Carter asked if W Mooseheart Rd will be overflow parking and there will be no access to W Mooseheart Rd from the development. DeRosa said Fiduciary looked into going to W. Mooseheart Rd for access, but after review, traffic going to the connector road made the most sense for the area and creates more buffer green space for the site and the connector road would only have access to the site. DeRosa said the management company controls noise for the clubhouse activities and if residents are loud they can be cited. It could lead to a break in their lease if continued. DeRosa added that no parking is needed on W. Mooseheart Rd since the site has adequate amount of parking. Toth added two parking spaces per unit are required and the developer is providing 2.3 parking spaces per unit. Toth said he spoke with the Police Department regarding W. Mooseheart Rd and the road isn't supposed to be parked on and cars would be towed if parked there. If it became an issue the Village can enact more specific prohibited parking, if needed.

Steve Poss (832 Benson Ct.) asked what the benefit to the community is since it will add additional people and traffic to the surrounding areas. Kevin Drendel shared the Village does not own the property and must accept the proposal and process it accordingly. Drendel said the Village doesn't

have the ability to just say no if it meets the requirements and outlined how the property owner has private property rights, which gives them opportunity to pursue a development how they see fit. The municipality has zoning controls the developer must follow, but the Village cannot deny a property outright because people don't like it. Poss asked if this will impact property values. DeRosa added empirical research suggests multi-family adjacent to the single family homes does have a positive impact on property values. Multi-family tends to drive new businesses to the area as well. Toth added business owners tend to look for demographic details, including area income, as part of their research. Toth also added the Comprehensive Plan suggests a transition from single-family to multi-family to commercial rather than a straight jump from commercial to single-family zoning. DeRosa added typically a desirable community has vibrant retail and business because of the people who spend money in that area. The more people spending more money, the more businesses stay open and property values tend to rise.

Max S. (unknown address) asked if the public hearing process results in a vote or just lets residents know what is happening. Bosco explained this meeting takes input by the Plan Commission who is appointed by the Mayor and Village Board. The Plan Commission role is to hear the public input, staff report, developer presentation, and add any conditions they see fit. The Plan Commission then votes to approve or deny the project, but the vote is a recommendation not a final act. Bosco continued it will then go to the Mayor and Village Board, who are elected and they make the final decision to approve it or not. Max S. was concerned about the impact on nature and the number of kids it may add to the schools. He asked if the Village plans to expand the elementary and middle schools. Bosco said the school district is a different taxing body and would make that decision. Bosco mentioned the percentage of property taxes that go to the Village is 5%-6% which would be around \$50,000 while the schools would receive 60-70% of the property tax bill. Toth stated a land cash fee and school district impact fee is required for developments and it is paid at the time of the permit. Max S. asked if the east side of Orchard Rd. is part of the development. Toth said not at this time and not a lot of concepts have been submitted for that site. That property is zoned similar to these parcels where it's mostly commercial property, but allows 30-40% residential should a developer request it. Max S. mentioned more senior living in the area would be nice addition if possible.

Dan Carter asked if the only reason we are here today is for the public hearing regarding the garage situation. Toth stated yes, mostly since the PUD deviation triggered the public notice and once that was opened then landscape buffer was added as a KDOT requirement upon their review. Toth said the developer could meet that code if they do 100% garages, but as mentioned before having too many garages could lead to parking spillover since the garages tend to be used for storage instead of parking. Drendel added in 2012 there was a public hearing for the zoning, annexation agreement and PUD and amended again in 2013, which also went through a hearing process so this is technically the third hearing process this property has gone through. Bosco explained properties are zoned throughout the community and each district has different standards of what can go in where. Staff works with the developer for a few months to get through what they are asking for so they can have all the details lined up for a meeting like this. We can't notice a public hearing until we find what the change is about and a developer has submitted all the required information.

Jacqueline S. (resident of Tanner Trails) had a few questions regarding ADA units on the property, minimum lease terms, how many three bedroom units there will be, what the maximum people is

allowed for gathering area in the clubhouse, environmental concerns for detention regarding pipe size and the depth of the pond. DeRosa mentioned ADA units will be available due to law and 2% of the units typically need to comply. Minimum lease terms are 6, but most leases are usually 12-18 month leases. Toth stated occupancy limits are determined by the local code, which would be the North Aurora Fire Protection District. Jared Placek, Engineer from Manhard Engineering, shared the existing pipe on the south end of W Mooseheart Rd is 12 inches in diameter widens to 21 inches as it travels north to the marsh area. The development would install a smaller pipe to keep the water in the detention basin as long as possible with the water levels in the ponds for two-year storm event reaching 2-3 feet and 100 year flood event reaching 5-6 feet with the capacity to handle 100 years storm events. Toth added there are 26 three-bedroom units on the plan.

Ann Snodgrass had a few more questions regarding occupancy requirements and asked if the site could be voted down if there are enough residents that oppose it. DeRosa stated anyone who lives in the apartment is required to be on the lease and they track everyone who lives there including tenant vehicles. Toth stated again the fire district determines the number of occupants in a building. Drendel added that there are laws regarding defining a family and a municipality cannot make such determination in regards to those terms. Bosco said the Village can vote it down, but there is underlining zoning in place already so the developer could resubmit a site plan and it could be approved by the Village Board. Snodgrass mentioned she didn't think a \$1,400 monthly rent is luxury for a studio. She moved to North Aurora recently from a local community where projects like these have been turned down and developers don't always follow through on what they offer. She prefers condo ownership instead of rental apartment units. Snodgrass asked about the development by Woodman's and what is the rental rate and occupancy rate. Toth said The Springs are usually at 95% occupancy, which has 300 units over 18 acres.

Hugo Cardenas (3S701 Deerpath Rd) mentioned he has Oak Trees on his property and believes some are 300 years old. He was wondering if developer could look into preserving the root structure. Cardenas was also concerned about the condition of the rental community after five years. He added there is a potential for residents breaking into his vehicles. Cardenas also shared that the Spring Apartments are not his neighbors, but he can hear the music from his backyard so he was concerned how close the clubhouse was to his house. He also concern about the connector road being too close to the Oak Trees on his property. Cardenas mentioned when most people drink they get loud and happy and could cause noise issues. Cardenas said he would like the developer to look into the Oak Trees which are supposedly 300 years old as they are a key component of why he moved to the property in the first place.

Matt Berger, (resident of Mirador) had a question regarding who is the property owner of this site and have there been any proposals in the past regarding single family homes on this site. Toth mentioned Stan Zepelak is the original property owner of site, but is unsure if developer has officially bought it. Toth stated the village has only a few phone calls for multi-family or commercial on this site, but nothing for single family homes since he started with the Village in 2013.

Chairman Mike Brackett closed the public hearing.

NEW BUSINESS

1. **Petition #22-02:** The petitioner, Fiduciary Real Estate Development, Inc., requests the following actions in the R-4 General Residence District, Planned Unit Development for the vacant tract of land situated west of Orchard Road, south of West Mooseheart Road and east of Deerpath Road:
 - a) Special Use - Planned Unit Development Amendment with deviations to the Planned Unit Development and Zoning Ordinance
 - b) Preliminary Final Plat of Subdivision
 - c) Site Plan Approval

Commissioner Doug Botkin thanked the staff and developer for providing a detailed presentation. Botkin mentioned the Comprehensive Plan calls for single-family housing in that location so the project complies with the zoning, but not necessarily the Comprehensive Plan. Deviating from the Comprehensive Plan is always a thing to look out for, but the plan tonight is legal and should be considered since the property is zoned that certain way. The main question is do we like the development and developer and so far I do and would vote yes.

Commissioner Aaron Anderson thanked the residents for engaging in the process and asked if the renderings and fly through is what the plan is going to be and the impact on surrounding infrastructure. Commissioner Anderson mentioned multifamily developments are newer to North Aurora, but has been written on the wall for 15 years and has now made its way here. Commissioner Anderson questioned how the 20-30 school kid information was determined. DeRosa said 10 school age kids per 100 units is the average and that's how they got that estimate. DeRosa encouraged staff and members to reach out to other communities about their other properties to get feedback how well those communities are doing and how their standards are being held up. DeRosa said he can provide tours of those communities if anyone was interested. DeRosa added the age range for the development is pretty much any age from 22 to 82. Commissioner Anderson asked how it was determined to locate the clubhouse adjacent to the single family residential housing. DeRosa said the landscape buffer makes it difficult to have the clubhouse anywhere else on site due to pavement and other accessory structures not allowed in the buffer area. DeRosa mentioned if they were allowed to encroach in the landscape setback it would be easier to move the clubhouse more east off the property line. DeRosa said they looked into having all three story buildings and adding 100 more apartments to the site to make it work, but prefer the less dense two-story plan you see here tonight. DeRosa added the site scale fits two-story more, but it appears to come down to the 1:1 garage unit's provision.

Chairman Brackett also agreed the clubhouse location pushed up next to the private property concerned him. Toth added the site's primary access is pushed back 400-500 feet due to KDOT provisions, which is why the clubhouse is located where it is. The landscape plan shows adding fencing and evergreens along the adjacent property owner to the west, which allows more buffering and screening for both parties. Chairman Brackett mentioned he thought the clubhouse location is odd since it's not centralized in the development to all the units.

Commissioner Scott Branson shared there were homes here before Mirador and Tanner Trails were built so development does happen and changes the landscape. Commissioner Branson shared that

the three-bedroom apartments will probably be filled with more kids the developer is projecting, but rooftops drive retail and there are lots of new retail opportunities for the Village. Commissioner Branson mentioned he liked the residential plan for that area compared to having an industrial or commercial development next to the existing single family homes. Commissioner Branson also shared concerns regarding the clubhouse location and for the Oak Trees adjacent to the clubhouse area.

Commissioner Anna Tuohy thanked the residents for coming out and sharing their perspectives, views and concerns. Commissioner Tuohy mentioned she lives in Tanner Trails and understands the traffic concerns for the development. She asked if there was only a fence/gate along the west side perimeter of the development or was it for the entire development. DeRosa said the only fencing on the site is along the west side of the clubhouse, which is anticipated to be a six foot wood board-on-board fence. Commissioner Tuohy asked how many residents would be on site if it was at 100% capacity. DeRosa shared it would be around 420 residents on site if occupancy was 100%. Commissioner Tuohy also shared the concern about the clubhouse proximity to the property owner to the west. DeRosa said that concern is noted and will be looked into. Toth said looking into an alternative clubhouse locations can be added as a condition to the list of staff conditions, should the Plan Commission want to recommend approval.

Multiple Commissioners asked about why the buffer dictates the location of the clubhouse and pool and why the clubhouse is so far away from other buildings. Toth shared KDOT requires a full access road to the connector road be 500 feet back from Orchard Road and the clubhouse likes to be the primary access point in most developments so possible tenants don't need to drive through the entire site to get to the clubhouse. DeRosa shared many complexes don't have the clubhouse centralized, but is the point closest to the main access point of the site. Commissioner Tuohy said the demand is here since apartments are full occupancy in most parts of the Village and people who want to move here can't do that do to lack of inventory. Commissioner Tuohy also asked if there have been any crime increase in The Springs since this proposed development is a similar, but less dense apartment community. Bosco stated the Police Department pulled police calls to the Springs and are currently reviewing it. Chairman Brackett shared more density makes it appear there are more calls, but should be viewed propositionally compared to subdivisions with same amount of residents. DeRosa shared after five years, we do not lower our standards and have detailed credit, landlord references and criminal background checks.

Commissioner Tuohy asked how much the average income may be for each unit type. DeRosa mentioned median income for the area is about \$85,000 and with 30% going to rent on average you are looking between \$50,000 incomes for studios to \$90,000 for the three-bedroom units if not higher. Commissioner Tuohy also asked about the traffic concern and would like more information on intersections for Deerpath Rd/Oak St., W. Mooseheart Rd./Deerpath Rd., Tanner Rd./Deerpath Rd., W. Mooseheart Rd./ White Oak Dr., and Orchard Rd./White Oak Dr. as well as Orchard Rd. and Deerpath Rd. in regards to the connector road. DeRosa shared KDOT has jurisdiction of Orchard Rd., but it appears the Village will maintain the connector road once built. DeRosa shared stop light is not warranted at this point, but if Mango Creek (land to the east) is developed it would trigger the signalized intersection. Toth said the connector road was also added to relieve traffic on Deerpath Rd. to Orchard Rd. and vision triangle provisions will be taken into consideration at the time the intersections are developed.

Commissioner Alexander Negro mentioned he was also concerned with location of the clubhouse and asked who is responsible for paying for the stoplight. Toth shared he believes there is a shared cost between Village and Developer, but will check the Annexation Agreement.

Commissioner Richard Newell thanked the residents for the community interest and taking time to be there. Commissioner Newell shared that current demographic trends in the United States show younger groups aren't buying regardless of economic status and prefer to rent on many occasions. Commissioner Newell also mentioned the clubhouse location seemed weird, but understands why it was placed there. Commissioner Newell asked where the stormwater management goes. Jared Placek mentioned best management practices according to law will be utilized and make it naturalized way to make sure it doesn't pollute anything downstream. Commissioner Newell also mentioned he had concerns about the traffic study as noted by Commissioner Tuohy. Commissioner Botkin mentioned although the clubhouse is close to property owner to the west, but if the developer moved it to the center, an apartment building with a balcony would most likely be next to the property owner and may be harder to screen and reduce noise.

Chairman Brackett shared the main concerns he's heard: traffic in regards to the signalization/stop sign on the connector road, the intersections for Deerpath Rd. and Orchard Rd., stormwater management and the location of the clubhouse area. Commissioner Tuohy would like the traffic study to be looked into more going forward. Toth stated clubhouse could be put in as a condition, stormwater would be addressed through permitting and engineering review and the traffic study would be reviewed by the Village engineer going forward and more detailed analysis will be done.

Bosco mentioned there are several options to consider. One option would be to ask the developer to gather more information and come back, if that would help the Plan Commission make a recommendation. Another option would be to vote as-is or add conditions to forward this project onto the Village Board for review. DeRosa mentioned KDOT still has jurisdiction on some roads so they may require certain traffic criteria and will make the ultimate decision on those intersection improvements. Commissioner Tuohy said she was good with the eight conditions in the report as well as adding a traffic and clubhouse location condition to it. Commissioner Anderson said he was in favor to send it on to the Village Board if there is community interest in it. Toth said that he can work with the Village Attorney to draft the Plan Commission conditions in more detail. Toth said staff will provide draft minutes to Village Board for the upcoming COW meeting and outline the main comments and concerns mentioned tonight. Commissioner Botkin asked the clubhouse condition to state that the developer should examine alternate clubhouse locations and not state it is required to be moved. Bosco asked for clarification on the conditions regarding to traffic. Chairman Brackett said the condition was to turn left onto Orchard Rd. from the connector road and to further examine the site in regards to traffic flow on Deerpath Rd., W Mooseheart Rd., and White Oak Dr. Commissioner Negro asked if stop light language is needed to be included in the conditions and how fast the developer would be able to look into alternate options for the clubhouse location. Chairman Brackett mentioned the stoplight would be determined by Kane County as part as their review so it does not need to be included. Bosco said there is a formula they use to determine a stop sign vs. a signalized intersection. Toth shared the annexation agreement appears to indicate the stoplight cost on Orchard Rd. and connector road is tied to cost

sharing between the two development sites. DeRosa stated it would take about a week to modify the clubhouse location, but it would be ready in time for the Village Board meeting. Commissioner Anderson asked to add a condition looking into protecting the root structure for the Oak Trees on the property west of the development. Commissioner Tuohy said the IDNR requirement would apply to the site for wildlife so that would not need to be added as a condition.

Motion for approval of Petition #22-02 with the following conditions approved above regarding clubhouse placement, root structures of the Oak Trees on the western perimeter of the development and look into the traffic study in greater detail with staff's eight conditions was made by Commissioner Tuohy and seconded by Commissioner Newell. Vote: Botkin – Yes, Newell – Yes, Negro – Yes, Anderson – Yes, Tuohy — Yes, Branson – Yes, Brackett – Yes. **Motion approved.**

Bosco mentioned there will be two to three more public meetings for public comment discuss the topic before it would be considered for approval by the Village Board. If anyone has any questions they can reach out to Village and more specifically myself and the Community Development Department.

OLD BUSINESS – None

PLAN COMMISSIONER COMMENTS AND PROJECT UPDATES

Toth mentioned the recreational vehicles item went to the Committee of the Whole meeting on February 21, 2022 and staff is working on finalizing the new ordinance to bring to the Village Board. Staff provided the Village Board with all the Plan Commission's comments and decided to keep the time as Thursday 6pm to Monday noon and change the two week periods to April 1 -15 and October 15 - 30.

Toth shared that in 2020 Aurora Pack brought forward their full expansion plan and recently submitted building plans that were different than what was approved. This resulted in a minor change that needed to be approved by the Village Board. It was deemed a minor change since it met all the criteria for the PUD for the I-3 District, but changes were significant enough that Village Board needed to approve the altered site plan. Toth also shared permits are getting ready for the Orchard Acres development, which includes Starbucks and Taco Bell.

ADJOURNMENT

Motion to adjourn made by Commissioner Anderson and seconded by Commissioner Botkin. All in favor. **Motion approved.**

Respectfully Submitted,

Jessica Watkins
Village Clerk

Village of North Aurora

Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: April 18, 2022

RE: FY 2022-23 Draft Budget Public Hearing

The Village's code requires the tentative annual budget conveniently available for public inspection for at least ten (10) days prior to the passage of the annual budget. Additionally, not less than one week after the tentative budget is made available for public inspection, the Village shall hold at least one public hearing on the tentative annual budget.

An electronic copy of the FY 2022-23 Draft Budget was posted to the Village's website for public review on March 31, 2022. The FY 2022-23 Draft Budget was presented and discussed at the April 4, 2022 Committee of the Whole meeting. Notice for tonight's Public Hearing was published in the Daily Herald on April 7, 2022.

Since the Draft Budget presentation, a number of changes have been made. Changes to the previously presented Draft Budget include:

- Removed full-time Human Resources Generalist position from the General Fund Admin/Finance department for a decrease of \$113,293 in salary and benefits.
- Increased General Fund finance services line item \$16,000 (from \$29,800 to \$45,800) for additional contracted human resources services.
- Removed part-time Police Records Specialist position from the General Fund police department for a decrease of \$29,194 in salary and benefits. The budget still includes elevating one part-time position to full-time, for a total of three full-time Police Records Specialists.
- Increased General Fund Police Department community service line item \$5,000 (from \$37,500 to \$42,500) to update cost of contracted social worker for three days per week.
- Reduced the budgeted IMRF employer rate from 11.31% to 10.05% based on the preliminary 2023 rate recently received. This resulted in a decrease of \$39,626 across multiple departments in the General Fund and Waterworks Fund.
- Increased budgeted health insurance expenditures \$8,865 (from \$784,046 to \$792,911) due to updated rates. This change was across multiple departments in the General Fund and Waterworks Fund.

- Decreased budgeted dental insurance expenditures \$888 (from \$21,999 to \$21,111) due to updated rates. This change was across multiple departments in the General Fund and Waterworks Fund.
- Increased budgeted General Fund Police Department vehicle and equipment charges \$17,080 (from \$196,825 to \$213,905) related to the anticipated body and squad camera lease payment.
- Increased Route 31 TIF Fund property tax revenue \$139,000 (from \$241,000 to \$380,000) based on actual 2021 levy extension.
- Decreased United TIF Fund property tax revenue \$267,000 (from \$379,000 to \$112,000) based on actual 2021 levy extension.
- Increased Route 31 TIF Fund transfer to United TIF Fund \$270,000 (from \$750,000 to \$1,020,000).
- Decreased Special Service Areas Fund interest on investments revenue \$1,300 (from \$1,400 to \$100) due to current market conditions.
- Removed \$160,000 in engineering fees from Waterworks Fund expenditures related to the Central Water Tower.
- Removed \$4,374,600 in capital improvements from Waterworks Fund expenditures related to construction of the Central Water Tower.
- Removed \$200,000 in equipment from the Vehicle and Equipment Fund related to the purchase of police squad and body cameras.
- Added \$55,000 in lease payments to the Vehicle and Equipment Fund related to the annual payment towards police squad and body cameras.

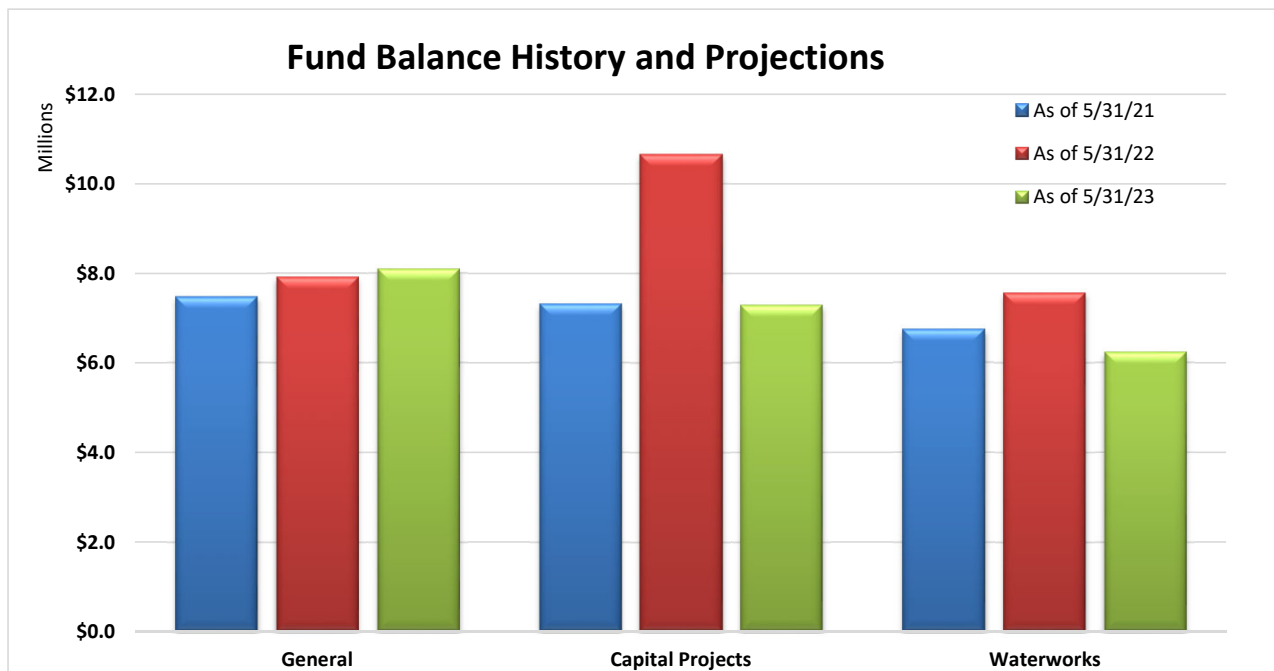
In addition, projections for the current year were updated if any significant changes were identified.

As a result of the changes listed, the General Fund budgeted increase has gone from \$54,371 to \$184,797. The updated net increase of \$184,797 still assumes a transfer to the Capital Projects Fund up to \$600,000 for FY 2022-23.

A revised summary of all funds is attached to show the updated revenues, expenditures, and projected fund balances. The Draft Budget will be included on the May 2, 2022 Village Board meeting agenda for approval.

Village of North Aurora
FY 2022-2023 Budget Summary
Summary of All Funds

Fund	Projected Fund Balance As of 5/31/22	FY 22-23 Budgeted Revenues	FY 22-23 Budgeted Expenditures	Revenues Over/(Under) Expenditures	Projected Fund Balance As of 5/31/23
General	7,916,680	13,906,530	13,721,733	184,797	8,101,477
Motor Fuel Tax	1,059,554	736,000	456,000	280,000	1,339,554
Route 31 TIF	2,053,077	383,000	1,202,050	(819,050)	1,234,027
Sperry TIF	-	-	-	-	-
N. Lincolnway TIF	-	-	-	-	-
United TIF	-	1,133,800	1,130,350	3,450	3,450
Insurance	356,508	360,600	366,200	(5,600)	350,908
Tourism	36,919	165,100	166,500	(1,400)	35,519
Special Service Areas	160,255	58,400	52,980	5,420	165,675
Sanitary Sewer	1,585,336	142,000	217,875	(75,875)	1,509,461
Capital Projects	10,663,594	2,436,400	5,807,175	(3,370,775)	7,292,819
Police Station Debt Service	281,519	636,996	635,360	1,636	283,155
Waterworks	7,572,690	3,302,000	4,636,623	(1,334,623)	6,238,067
Vehicle and Equipment Fund	2,219,997	439,975	1,012,880	(572,905)	1,647,092
Police Pension Trust	28,080,899	3,025,280	1,321,230	1,704,050	29,784,949
TOTAL ALL FUNDS:	61,987,027	26,726,081	30,726,956	(4,000,875)	57,986,153
Less					
Police Pension Trust	(28,080,899)	(3,025,280)	(1,321,230)	(1,704,050)	(29,784,949)
REVISED TOTAL:	33,906,128	23,700,801	29,405,726	(5,704,925)	28,201,204



**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, April 4, 2022**

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

AUDIENCE COMMENTS –

CONSENT AGENDA

1. Village Board Minutes dated 03/21/2022; Committee of the Whole Minutes dated 03/21/2022
2. Bills Listed Dated 04/04/2022 in the Amount of \$142,853.00
3. Approval of Travel and Expenses for Business Purposes in the Amount of \$40.00

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

NEW BUSINESS

1. Consideration of Bids for the 750,000 Gallon Water Tower Project

Public Works Director Laskowski stated that at the March 21, 2022 Village Board meeting the Board requested additional pricing for subcontracted painters that would comply with the Village's joint apprenticeship program from the bidding contractor, CB & I, for the water tower project. The pricing came back with an increase of \$254,700.00 for the painting, bringing the total cost to \$4,374,600.00. Director Laskowski explained the options that the Board had to advance the project. They could award the contract in the amount of \$4,119,900.00, they could reject all bids and rebid the project at a future date or they could reject all bids, waive bids and authorize staff to enter into a contract with the low bidder CB & I in the amount of \$4,374,600.00 to include the utilization of a subcontracted painter that would comply with the Village's joint apprenticeship requirement.

Trustee Guethle stated that he believed that the cost of steel was driving up the cost of the project. Trustee Curtis asked if the project was necessary at the current time. Director Laskowski stated that there is currently no dire need, there have been two wells recently drilled that allow additional supply to be pumped into the system.

Trustee Salazar asked what the price increase is from the initial estimate. Staff stated that the original estimate was \$1.9 million. They then discussed the increase of steel pricing driving the cost of the project and the potential risk of pricing continuing to increase.

The Board discussed the apprenticeship program and its impact on receiving bids for the project. Trustee Guethle maintained that the cost of steel was the driving force of the bid increase and not the cost of labor.

Motion to reject all bids and Rebid the Project at a Future Date 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 to Waive Bids and Authorize Staff to Enter into a Contract with CB&I for a 750,000 Gallon Water Tower in an Amount up to \$4,374,600.00

Director Laskowski stated that this agenda item was in place in the event the Board decided to move forward with the Water Tower Project contract with CB & I.

Trustee Guethle initially made a motion to table the agenda item and then amended his motion to reject the bid.

Motion to Reject the Water Tower Project Bid Contract with CB & I 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).**

3. Approval of ordinance Amending the North Aurora Code Section 5.08.350 to Decrease the Number of Class H Liquor Licenses Authorized in the Village of North Aurora

Administrator Bosco stated that is was standard practice to decrease the number of licenses when a business is no longer utilizing the license. He explained that in the case of the Valley Green Golf Course license, they are no longer in business therefore not utilizing their Class H license.

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

VILLAGE PRESIDENT – None

TRUSTEES COMMENTS – Trustee Niedzwiedz stated that there were lights on the bridge near the dam in need of repair. Director Laskowski stated Public Works would take care of the issue.

ADMINISTRATOR’S REPORT – Administrator Bosco stated that the Village along with Rempe-Sharpe would monitor the price of steel.

ATTORNEY’S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None

2. **Community Development** – None

3. **Police** – None
4. **Public Works** – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, April 4, 2022**

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, Finance Director Jason Paprocki, 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. Petition #22-02: Seasons of North Aurora Apartment Complex

Community & Economic Development Director Mike Toth reminded the Board that the Seasons is the proposed development located west of Orchard Road, south of West Mooseheart Road and east of Deerpath Road, with 260 apartments. The Plan Commission unanimously recommended approval at the March 1, 2022 meeting with the suggestion of a new clubhouse location, the Village Board was supportive of the overall development with the new clubhouse location at the March 7, 2022 COW meeting. The Board also suggested creation of a public pedestrian sidewalk network, the developer had agreed to the addition of access easements around the perimeter of the development.

The Traffic Impact Study was submitted by the developer in which the conclusions came back showing the additional traffic created by the development will not have considerable impact on nearby intersections.

Toth stated that there would be two upcoming action items for the Board's approval, the amendment to the annexation agreement as well as the ordinance amending the special use.

The Village Board expressed approval of the development.

2. FY 2022-23 Draft Budget Presentation

Finance Director Jason Paprocki detailed the FY 2022-23 Draft Budget.

- The total budgeted revenues were \$26.5 million and expenditures \$35.2 million. Paprocki explained that the numbers would be adjusted for the Water Tower project that the Village Board had decided to postpone.
 - Budgeted revenues were \$26,568,301, down from the current year's projected revenues.

- Budgeted expenditures were \$35,272,612 an increase from current year.
- There are currently four new additional village staff positions under consideration.
- General Fund revenues \$13,906,530; expenditures \$13,852,159
- Capital Projects Fund revenues \$2,436,400; expenditures \$5,807,175 fund balance of \$7,283,269
- Water Fund revenues \$3,302,000; expenditures \$9,176,853; ending working capital projected at \$1,689,587 (numbers will change due to water tower project postponement)
- Vehicle and Equipment Fund revenues \$422,895; expenditures \$1,157,880; ending net position projected at \$1,488,217

Paprocki spoke about the remaining smaller funds including the TIF districts.
Village Board had no further questions regarding the Budget.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 04/13/2022 - 11:55AM
Batch: 00502.04.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aflac						
030540						
AFLAC- March 2022	80.48	01-000-2053	AFLAC	801355	3/26/2022	04/18/2022
Total:	80.48	*Vendor Total				
Aftermath, Inc.						
035660						
Hazmat Cleaning	155.00	01-440-4799	Misc.	JC2022-8135	3/16/2022	04/18/2022
Total:	155.00	*Vendor Total				
All American Flag Company						
044820						
Flag Pole Rope	286.90	01-445-4530	Public Grounds/Parks Maint	6056	3/23/2022	04/18/2022
Total:	286.90	*Vendor Total				
Amalgamated Bank						
024400						
FA Fees 4/1/22 - 3/31/23	475.00	60-445-4709	Fiscal Agent Fee	04012022	4/1/2022	04/18/2022
Total:	475.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- TPs/ April 2022	91.95	60-445-4567	Treatment Plant Repair/Maint	15077060	4/3/2022	04/18/2022
Pest Control Barrier Treatm- TPs/ April, July, A	162.25	60-445-4567	Treatment Plant Repair/Maint	15077062	4/3/2022	04/18/2022
Pest Control- Well #5/ April 2022	43.30	60-445-4565	Water Well Rpr & Mtce	15078551	4/3/2022	04/18/2022
Total:	297.50	*Vendor Total				
ASTI Sawing Inc.						
468044						
Sidewalk Leveling	10,394.05	01-445-4543	Sidewalks Rpr & Mtce	47876	4/8/2022	04/18/2022
Total:	10,394.05	*Vendor Total				
Aurora Area Convention						
003770						
Akshar Hotel Tax/ Feb 2022	2,834.33	15-430-4752	90% Tourism Council	03252022	3/25/2022	04/18/2022
NA Lodging Hotel Tax/ Feb 2022	1,600.85	15-430-4752	90% Tourism Council	03282022	3/28/2022	04/18/2022
Total:	4,435.18	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
B & F Construction						
015600						
Plan Review- Casey's	521.62	01-441-4276	Inspection Services	58643	3/22/2022	04/18/2022
Plan Review- Casey's	1,145.50	01-441-4276	Inspection Services	58651	3/22/2022	04/18/2022
Plan Review- Callahan Residence	809.20	01-441-4276	Inspection Services	58666	3/23/2022	04/18/2022
Total:	2,476.32	*Vendor Total				
Bonnell Industries						
035410						
Leaf Vac Repair	6,945.60	01-445-4511	Vehicle Repair and Maint	0204296-IN	3/21/2022	04/18/2022
Spinner Motors Seal Kit	1,035.00	01-445-4511	Vehicle Repair and Maint	0204336-IN	3/23/2022	04/18/2022
Total:	7,980.60	*Vendor Total				
Borekci Real Estate, LLC						
468158						
NATC Rebate Nov 21 Inline 100%	8,231.48	01-490-4781	Sales Tax Rebates	04072022-01	4/7/2022	04/18/2022
NATC Rebate Jan 19 - Oct 21 Inline 50% Retro	4,878.84	01-490-4781	Sales Tax Rebates	04072022-02	4/7/2022	04/18/2022
Total:	13,110.32	*Vendor Total				
Brian Reid						
041970						
PD Testing & Intrvws- 1/24, 3/23, 3/25-26, 4/1	500.00	01-439-4015	Police Csn Mtgs-per Diem	04112022	4/11/2022	04/18/2022
Total:	500.00	*Vendor Total				
Brown & Brown Of Illinois, Inc.						
000520						
Notary- Gorski	30.00	01-440-4799	Misc.	7790242	2/1/2022	04/18/2022
Total:	30.00	*Vendor Total				
Camic Johnson, LTD.						
03989						
Legal Fees	350.00	01-440-4260	Legal	135	3/31/2022	04/18/2022
Total:	350.00	*Vendor Total				
Carus Corporation						
033300						
HMO Chemicals- WTP	1,157.00	60-445-4437	Chlorine	SLS 1009915	3/15/2022	04/18/2022
HMO Chemicals- ETP	925.60	60-445-4437	Chlorine	SLS 1009916	3/15/2022	04/18/2022
Total:	2,082.60	*Vendor Total				
Casey Equipment Co, Inc						
010570						
Bucket Blade	1,059.27	01-445-4511	Vehicle Repair and Maint	P02779	3/22/2022	04/18/2022
Total:	1,059.27	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Chicago Communications LLC						
468149						
Squad Electronics- Squad #72	127.00	01-440-4511	Vehicle Repair and Maint	333417	1/31/2022	04/18/2022
Total:	127.00	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rub Cleaning- PW Garage	46.06	01-445-4520	Public Buildings Rpr & Mtce	4114841058	3/29/2022	04/18/2022
First Aid Kit Supplies- PD	32.80	01-445-4870	Equipment	5100310817	3/18/2022	04/18/2022
Safety Kit- PD	28.60	01-445-4870	Equipment	9169601480	3/18/2022	04/18/2022
Total:	107.46	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control- Pay #2 of 4	15,452.25	01-445-4521	Mosquito Control	001023236	3/25/2022	04/18/2022
Total:	15,452.25	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
New Tires (2), Disposal Fee	455.88	01-445-4511	Vehicle Repair and Maint	3330033892	3/18/2022	04/18/2022
New Tires (4)- Truck #145	862.42	01-445-4511	Vehicle Repair and Maint	3330033939	3/23/2022	04/18/2022
Total:	1,318.30	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 2/18 - 3/21	5,568.50	60-445-4662	Utility	0543120261	3/22/2022	04/18/2022
Street Lights/ 355 Moorfield	10.11	10-445-4660	Street Lighting and Poles	0795092063	3/21/2022	04/18/2022
Street Lights/ 1197 Comiskey	10.11	10-445-4660	Street Lighting and Poles	0903075187	3/21/2022	04/18/2022
East Tower Electric	9.41	60-445-4662	Utility	1313136025	3/11/2022	04/18/2022
Street Lights/ Rt56 & Rt25	117.25	10-445-4660	Street Lighting and Poles	1425064018	3/14/2022	04/18/2022
Street Lights/ 1193 Comiskey	10.11	10-445-4660	Street Lighting and Poles	1743032047	3/21/2022	04/18/2022
Street Lights	2,392.70	10-445-4660	Street Lighting and Poles	3771153008	3/21/2022	04/18/2022
Street Lights/ 211 River Road	239.38	10-445-4660	Street Lighting and Poles	4007024020	3/24/2022	04/18/2022
Total:	8,357.57	*Vendor Total				
Compass Minerals America Inc.						
467908						
Road Salt	15,177.66	10-445-4439	Salt	974768	3/15/2022	04/18/2022
Road Salt	9,737.06	10-445-4439	Salt	975579	3/16/2022	04/18/2022
Road Salt	6,356.05	10-445-4439	Salt	976303	3/17/2022	04/18/2022
Road Salt	2,649.03	10-445-4439	Salt	976886	3/18/2022	04/18/2022
Road Salt	10,509.95	10-445-4439	Salt	979367	3/24/2022	04/18/2022
Total:	44,429.75	*Vendor Total				
DACRA Adjudication Systems						
467842						
Adjudication- March 2022	1,850.00	01-440-4510	Equipment/IT Maint	DT 2022-03-0	3/31/2022	04/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,850.00	*Vendor Total				
Display Sales						
017010						
US Flag (16), IL Flag (1), POW Flag (1)	660.00	01-445-4530	Public Grounds/Parks Maint	INV-031909	3/25/2022	04/18/2022
Total:	660.00	*Vendor Total				
Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Repair & Tow- Truck #156	756.46	01-445-4511	Vehicle Repair and Maint	076722	3/18/2022	04/18/2022
Total:	756.46	*Vendor Total				
Elisa L. Hatchett						
051830						
PD Testing & Intrvws- 1/24, 3/23, 3/25-26, 4/1	500.00	01-439-4015	Police Csn Mtgs-per Diem	04112022	4/11/2022	04/18/2022
Total:	500.00	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Eng Svcs- Orch Gateway Ph1/ Mar 2022	4,267.05	21-450-4255	Engineering	73729	3/30/2022	04/18/2022
Eng Svcs- Airport & Rt31/ Mar 2022	6,699.56	12-438-4255	Engineering	73730	3/30/2022	04/18/2022
Eng Svcs- 2022 Rd Prog Ph3/ Mar 2022	3,610.50	21-450-4255	Engineering	73731	3/30/2022	04/18/2022
Eng Svcs- East Tower Leak Inspection/ Mar 20	827.75	60-445-4255	Engineering	73732	3/30/2022	04/18/2022
Eng Svcs- Lead Srvc Line Study/ Mar 2022	1,325.25	60-445-4255	Engineering	73733	3/30/2022	04/18/2022
Total:	16,730.11	*Vendor Total				
Entenmann-Rovin Co.						
000450						
New Officer & Replacement Badges, Awards	2,410.50	01-440-4160	Uniform Allowance	0164893-IN	3/30/2022	04/18/2022
Total:	2,410.50	*Vendor Total				
ESRI						
467685						
License For Water Emp 2/4/22 - 2/3/23	350.00	01-430-4510	Equipment/IT Maint	94191545	2/4/2022	04/18/2022
GIS License Renewal 4/2/22 - 4/1/23	5,437.28	01-430-4510	Equipment/IT Maint	94201175	2/22/2022	04/18/2022
Total:	5,787.28	*Vendor Total				
Feece Oil						
031060						
Oil	2,046.00	01-445-4511	Vehicle Repair and Maint	2033184	3/22/2022	04/18/2022
Mid-Grade Fuel	5,929.49	71-000-1340	Gas/Diesel Escrow	3868811	3/30/2022	04/18/2022
Total:	7,975.49	*Vendor Total				
Fox Metro						
029650						
New Service Inspection	30.00	60-445-4480	New Meters,rprs. & Rplcmts.	03222022	3/22/2022	04/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	30.00	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- PD & VH	200.00	01-445-4520	Public Buildings Rpr & Mtce	63174	3/15/2022	04/18/2022
Total:	200.00	*Vendor Total				
Hach Company						
014100						
Water Testing Chems	254.40	60-445-4567	Treatment Plant Repair/Maint	12930314	3/16/2022	04/18/2022
Water Testing, Hardness Buffer	482.52	60-445-4567	Treatment Plant Repair/Maint	12932288	3/16/2022	04/18/2022
Total:	736.92	*Vendor Total				
High PSI Ltd.						
038030						
Nozzle	84.26	01-445-4870	Equipment	74932	3/29/2022	04/18/2022
Total:	84.26	*Vendor Total				
Illinois Juvenile Officers Assn.						
044520						
Conf Fee (2)- Lohrstorfer, McCoy	325.00	01-440-4370	Conferences & Travel	04072022	4/7/2022	04/18/2022
Total:	325.00	*Vendor Total				
Impressions International						
03890						
New Signature Plate- Payroll	258.50	01-430-4411	Office Expenses	43750	4/1/2022	04/18/2022
Total:	258.50	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ April 2022	35,562.81	01-440-4130	Health Insurance	04082022-01	4/8/2022	04/18/2022
Health Insurance- Admin/ April 2022	5,871.66	01-430-4130	Health Insurance	04082022-02	4/8/2022	04/18/2022
Health Insurance- PSEBA/ April 2022	1,879.72	01-430-4132	PSEBA Health Insurance	04082022-03	4/8/2022	04/18/2022
Health Insurance- CommDev/ April 2022	2,707.59	01-441-4130	Health Insurance	04082022-04	4/8/2022	04/18/2022
Health Insurance- PW/ April 2022	13,366.17	01-445-4130	Health Insurance	04082022-05	4/8/2022	04/18/2022
Health Insurance- Water/ April 2022	8,287.88	60-445-4130	Health Insurance	04082022-06	4/8/2022	04/18/2022
Health Insurance- Retirees/ April 2022	1,928.68	01-000-2055	Payroll Deductions	04082022-07	4/8/2022	04/18/2022
Health Insurance- Police Pension/ April 2022	2,333.36	01-000-2055	Payroll Deductions	04082022-08	4/8/2022	04/18/2022
Dental Insurance- Admin/ April 2022	194.97	01-430-4136	Dental Insurance	04082022-09	4/8/2022	04/18/2022
Dental Insurance- CommDev/ April 2022	69.78	01-441-4136	Dental Insurance	04082022-10	4/8/2022	04/18/2022
Dental Insurance- PD/ April 2022	825.99	01-440-4136	Dental Insurance	04082022-11	4/8/2022	04/18/2022
Dental Insurance- PW/ April 2022	376.02	01-445-4136	Dental Insurance	04082022-12	4/8/2022	04/18/2022
Dental Insurance- Water/ April 2022	170.61	60-445-4136	Dental Insurance	04082022-13	4/8/2022	04/18/2022
Dental Insurance- Employee/ April 2022	1,865.10	01-000-2054	Insurance Employee Reimburse	04082022-14	4/8/2022	04/18/2022
Life Insurance- PD/ April 2022	109.56	01-440-4135	Life Insurance	04082022-15	4/8/2022	04/18/2022
Life Insurance- PW/ April 2022	43.16	01-445-4135	Life Insurance	04082022-16	4/8/2022	04/18/2022
Life Insurance- Admin/ April 2022	19.92	01-430-4135	Life Insurance	04082022-17	4/8/2022	04/18/2022
Life Insurance- CommDev/ April 2022	16.60	01-441-4135	Life Insurance	04082022-18	4/8/2022	04/18/2022
Life Insurance- Water/ April 2022	19.92	60-445-4135	Life Insurance	04082022-19	4/8/2022	04/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Vision/ April 2022	698.02	01-000-2056	VSP - Employee Contributions	04082022-20	4/8/2022	04/18/2022
Voluntary Life/ April 2022	389.57	01-000-2052	Voluntary Life Insurance	04082022-21	4/8/2022	04/18/2022
Total:	76,737.09	*Vendor Total				
J & S Construction						
029060						
WMB Repair- Stewart Side Of 104 Schnieder	5,693.50	60-445-4568	Watermain Rprs. & Rplcmts.	2202601	4/8/2022	04/18/2022
Total:	5,693.50	*Vendor Total				
JADE Hanna Surveyors, LLC						
468128						
Survey Fire Training Site	5,400.00	21-452-4255	Engineering	29125	3/25/2022	04/18/2022
Total:	5,400.00	*Vendor Total				
Kane County Division of						
036170						
Traffic Light Maint- 1st Qtr	210.60	01-445-4545	Traffic Signs & Signals	2022-0000000	3/16/2022	04/18/2022
Total:	210.60	*Vendor Total				
Kendall County Concrete						
047060						
Sidewall- 613 Harmony	488.00	01-445-4543	Sidewalks Rpr & Mtce	52988	3/21/2022	04/18/2022
Total:	488.00	*Vendor Total				
Kimball Midwest						
467916						
Lubricant, Grease	114.41	01-445-4511	Vehicle Repair and Maint	9757305	3/29/2022	04/18/2022
Vehicle Cleaner	149.00	01-445-4511	Vehicle Repair and Maint	9757834	3/29/2022	04/18/2022
Total:	263.41	*Vendor Total				
Meade Electric Company, Inc.						
027140						
Cable Locate- Orch Gateway & Target Ent	78.30	01-445-4545	Traffic Signs & Signals	699852	3/17/2022	04/18/2022
Cable Locate- Randall & Orch Gateway	245.34	01-445-4545	Traffic Signs & Signals	699853	3/17/2022	04/18/2022
Total:	323.64	*Vendor Total				
Megan Fernandez						
468276						
Mailbox Reimb- 805 Magnolia Dr	82.17	01-445-4799	Misc. Expenditures	04052022	4/5/2022	04/18/2022
Total:	82.17	*Vendor Total				
Menards						
016070						
Window Washing Supplies	53.27	01-445-4421	Custodial Supplies	80657	3/17/2022	04/18/2022
Salt Dome Lights	44.96	01-445-4520	Public Buildings Rpr & Mtce	80738	3/18/2022	04/18/2022
Custodial Supplies	161.91	01-445-4421	Custodial Supplies	80749	3/18/2022	04/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Light Bulbs	129.96	01-445-4421	Custodial Supplies	80962	3/22/2022	04/18/2022
Bleach, Cleaner	46.80	01-445-4421	Custodial Supplies	81014	3/21/2022	04/18/2022
Pet Vac	159.00	01-445-4870	Equipment	81091	3/24/2022	04/18/2022
Boot Scraper, Marking Wand	65.25	01-445-4870	Equipment	81154	3/25/2022	04/18/2022
Total:	661.15	*Vendor Total				
Metro West COG						
032210						
Metro West Meeting- Bosco	40.00	01-430-4390	Dues & Meetings	4651-01	3/18/2022	04/18/2022
Metro West Meeting- Gaffino	40.00	01-410-4390	Dues & Meetings	4651-02	3/18/2022	04/18/2022
Total:	80.00	*Vendor Total				
METRONET						
467874						
Phone, Internet 3/24 - 4/23	789.30	01-430-4652	Phones and Connectivity	03242022-01	3/24/2022	04/18/2022
Phone, Internet 3/24 - 4/23	650.55	01-445-4652	Phones and Connectivity	03242022-02	3/24/2022	04/18/2022
Phone, Internet 3/24 - 4/23	725.90	60-445-4652	Phones and Connectivity	03242022-03	3/24/2022	04/18/2022
Phone, Internet 3/24 - 4/23	589.25	01-441-4652	Phones and Connectivity	03242022-04	3/24/2022	04/18/2022
Phone, Internet 3/24 - 4/23	1,787.07	01-440-4652	Phones and Connectivity	03242022-05	3/24/2022	04/18/2022
Total:	4,542.07	*Vendor Total				
Midwest Occupational Health M.S.						
051110						
1st Qtr Random Testing (3)	275.00	01-445-4799	Misc. Expenditures	210611	4/5/2022	04/18/2022
Total:	275.00	*Vendor Total				
MSC Industrial Supply						
051190						
Disposable Gloves (8)	137.55	01-445-4870	Equipment	40280424	3/4/2022	04/18/2022
Brake & Glass Cleaner, Gloves,Safety Glasses	570.69	01-445-4870	Equipment	5255845001	3/8/2022	04/18/2022
WD 40 (24)	238.63	01-445-4511	Vehicle Repair and Maint	5255845003	3/9/2022	04/18/2022
Total:	946.87	*Vendor Total				
Municipal Electronics Division, LLC						
020440						
Radar Certifications	512.50	01-440-4511	Vehicle Repair and Maint	068864	3/25/2022	04/18/2022
Total:	512.50	*Vendor Total				
NAVSURFWARCENDIV						
049890						
Night Vision Scopes (2) Yrly Fee- 5/2022 - 5/2023	600.00	01-440-4799	Misc.	04112022	4/11/2022	04/18/2022
Total:	600.00	*Vendor Total				
North Aurora Lions Club						
467640						
Annual Dues	95.00	01-440-4390	Dues & Meetings	01052022	1/5/2022	04/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	95.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Air & Cab Filters	61.27	01-445-4511	Vehicle Repair and Maint	405434	3/11/2022	04/18/2022
Oil Filters	13.44	01-445-4511	Vehicle Repair and Maint	405663	3/15/2022	04/18/2022
PW Tools	125.00	01-445-4870	Equipment	405733	3/15/2022	04/18/2022
Squad Parts- 2010 Ford Escape	160.98	01-445-4511	Vehicle Repair and Maint	405928	3/17/2022	04/18/2022
Brake Roter Boaring Unit Credit	-652.30	01-445-4511	Vehicle Repair and Maint	405995	3/17/2022	04/18/2022
PW Tools	152.94	01-445-4870	Equipment	406250	3/21/2022	04/18/2022
Oil Filter- Truck #125	12.76	60-445-4511	Vehicle Repair and Maint	406429	3/23/2022	04/18/2022
Oil- Truck #125	59.90	60-445-4511	Vehicle Repair and Maint	406463	3/23/2022	04/18/2022
Rain-X Weather Beater	336.40	01-445-4511	Vehicle Repair and Maint	407012	3/30/2022	04/18/2022
Wax	9.99	01-445-4511	Vehicle Repair and Maint	407032	3/30/2022	04/18/2022
Total:	280.38	*Vendor Total				
Office Depot						
039370						
Office Supplies	133.78	60-445-4411	Office Expenses	23369844000	3/31/2022	04/18/2022
Office Supplies	56.80	01-430-4411	Office Expenses	23381845300	3/22/2022	04/18/2022
Office Supplies	56.80	01-445-4411	Office Expenses	23381845300	3/22/2022	04/18/2022
Office Supplies	21.87	01-410-4411	Office Expenses	23381845300	3/22/2022	04/18/2022
Total:	269.25	*Vendor Total				
Ottosen DiNolfo						
031590						
Legal Services- Personnel	70.50	01-430-4260	Legal	143784	3/31/2022	04/18/2022
Total:	70.50	*Vendor Total				
Paddock Publications, Inc.						
026910						
Bid Ad- Construction Mgmt Srves	55.20	01-445-4506	Publishing	210907	3/20/2022	04/18/2022
Total:	55.20	*Vendor Total				
Petty Cash, David Fisher						
007570						
Dues & Meetings	160.00	01-440-4390	Dues & Meetings	04062022-01	4/6/2022	04/18/2022
Gas & Oil	70.00	01-440-4440	Gas & Oil	04062022-02	4/6/2022	04/18/2022
Prisoner Maint & Supplies	14.78	01-440-4450	Prisoner Mtce & Supplies	04062022-03	4/6/2022	04/18/2022
Postage	10.90	01-440-4505	Postage	04062022-04	4/6/2022	04/18/2022
Equipment/ IT Repair & Maint	13.75	01-440-4510	Equipment/IT Maint	04062022-05	4/6/2022	04/18/2022
Misc Expenses	126.95	01-440-4799	Misc.	04062022-06	4/6/2022	04/18/2022
Total:	396.38	*Vendor Total				
Phil Jungels						
039230						
PD Testing & Intrvws- 1/24, 3/23, 3/25-26, 4/1	500.00	01-439-4015	Police Csn Mtgs-per Diem	04112022	4/11/2022	04/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	500.00	*Vendor Total				
Pitney Bowes Purchase Power						
029940						
Pre-Pay Postage Refill	375.00	01-430-4505	Postage	03112022-01	3/11/2022	04/18/2022
Pre-Pay Postage Refill	375.00	01-445-4505	Postage	03112022-02	3/11/2022	04/18/2022
Pre-Pay Postage Refill	375.00	60-445-4505	Postage	03112022-03	3/11/2022	04/18/2022
Pre-Pay Postage Refill	375.00	01-441-4505	Postage	03112022-04	3/11/2022	04/18/2022
<hr/>						
Total:	1,500.00	*Vendor Total				
Priority Products, Inc.						
041340						
Chair & Drill Bit	149.17	01-445-4870	Equipment	973660	3/21/2022	04/18/2022
Grid Wheel	19.24	01-445-4870	Equipment	974002	3/28/2022	04/18/2022
<hr/>						
Total:	168.41	*Vendor Total				
Sauber Mfg. Co.						
032820						
Repair- Truck #175	2,019.47	01-445-4511	Vehicle Repair and Maint	PSI220986	3/31/2022	04/18/2022
<hr/>						
Total:	2,019.47	*Vendor Total				
Sign-A-Rama						
029780						
Water Payment Box Decals	109.73	60-445-4507	Printing	INV-18365	3/28/2022	04/18/2022
<hr/>						
Total:	109.73	*Vendor Total				
Society For Human Resource Management						
467692						
Dues- Flatt	229.00	01-430-4390	Dues & Meetings	04082022	4/8/2022	04/18/2022
<hr/>						
Total:	229.00	*Vendor Total				
Stephen Zidek						
468277						
Property Appraisals (3)	1,250.00	12-438-4280	Professional/Consulting Fees	033022_GPAI	3/30/2022	04/18/2022
<hr/>						
Total:	1,250.00	*Vendor Total				
Sugar Grove Development						
039730						
Squad Washes- Feb 2022	391.00	01-440-4511	Vehicle Repair and Maint	177	3/5/2022	04/18/2022
<hr/>						
Total:	391.00	*Vendor Total				
Superior Asphalt Materials LLC						
031440						
Asphalt For Pot Holes	223.60	01-445-4540	Streets & Alleys Rpr & Mtce	20220116	3/22/2022	04/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	223.60	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2221676	3/21/2022	04/18/2022
Total:	723.32	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Late Final Bills- Jan 2022	596.83	60-445-4507	Printing	27242	1/31/2022	04/18/2022
Late Final Bills- March 2022	563.68	60-445-4507	Printing	27569	3/31/2022	04/18/2022
Total:	1,160.51	*Vendor Total				
Thom Jungels						
039460						
Inspections (47)- March 2022	2,350.00	01-441-4276	Inspection Services	04052022	4/5/2022	04/18/2022
Total:	2,350.00	*Vendor Total				
Tollway Park of Commerce						
045180						
Tollway Park HOA Dues- 2022	2,444.15	01-440-4799	Misc.	35	4/1/2022	04/18/2022
Total:	2,444.15	*Vendor Total				
Uline, Inc						
468220						
Custodial Supplies- PD	524.87	01-445-4520	Public Buildings Rpr & Mtce	146602967	3/21/2022	04/18/2022
Total:	524.87	*Vendor Total				
Utility Dynamics Corporation						
052560						
Street Light Locating	419.48	10-445-4661	Street Light Repair/Maint	0325-2738	3/25/2022	04/18/2022
Street Light & Pole- Orchard Gateway	4,304.45	10-445-4661	Street Light Repair/Maint	0408-2738	4/8/2022	04/18/2022
Total:	4,723.93	*Vendor Total				
Village of Montgomery						
047080						
LEADS	471.20	01-440-4652	Phones and Connectivity	LEAD000011	3/23/2022	04/18/2022
Total:	471.20	*Vendor Total				
Water Products Company						
001170						
Dual Check Valves (32)	2,748.79	60-445-4480	New Meters,rprs. & Rplcmts.	0308383	3/21/2022	04/18/2022
Water Service Brass Repair Parts	788.99	60-445-4568	Watermain Rprs. & Rplcmts.	0308480	3/25/2022	04/18/2022
Total:	3,537.78	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
WBK Engineering, LLC						
467655						
Eng Svcs- Rvr Frt Prk Plaza Feasability/ Mar 2	1,128.24	21-456-4255	Engineering	22936	3/28/2022	04/18/2022
Eng Svcs- Tanner Conveyance Ph2/ Mar 2022	8,699.65	21-456-4255	Engineering	22960	3/31/2022	04/18/2022
Eng Svcs- 19 S Lincolnway/ Mar 2022	2,922.50	12-438-4280	Professional/Consulting Fees	22986	3/31/2022	04/18/2022
Total:	12,750.39	*Vendor Total				
Weldstar Company						
014090						
Qtrly Cylinder Rental	162.00	01-445-4510	Equipment/IT Maint	0002049533	3/24/2022	04/18/2022
Total:	162.00	*Vendor Total				
Report Total:	285,032.14					

Memorandum



To: Steve Bosco, Village Administrator
From: Chris Wagner, Administrative Analyst
Date: 4/1/2022
Re: July 3rd Fireworks License Agreement

As in the previous years, the July 3rd fireworks display will be held in Riverfront Park. Due to concerns for nesting birds, the launch site was shifted further south, and is now approximately 2,300 feet away from the observed nesting area. Since the trail is owned by the Fox Valley Park District, a license agreement between the Village and Fox Valley Park District is needed for the use of their property to conduct the firework display. As you may see, the attached agreement was approved at the April 11, 2022 Fox Valley Park District Board of Commissioners meeting. This year's fireworks display will take place on Sunday, July 3rd. Should there be a rain out, the fireworks display would take place on Tuesday, July 5th.

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

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

This Agreement is made effective as of _____, 2022, by and between **The Fox Valley Park District** (hereinafter "Park District"), and the **Village of North Aurora** (hereinafter "Village").

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

I. LICENSE

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

II. OPERATION

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

B. The Village shall conduct activities at the Park District Property on July 3, 2022, to stage and display fireworks and to clean up the Park District Property after the fireworks display (hereinafter "Activities"). If there is a rain date the Village shall conduct activities on July 5, 2022. The Village shall only allow Village's employees, agents and volunteers to access the Park District Property who are authorized for purposes of staging and preparing for the fireworks display, conducting the fireworks display and cleaning the Park District Property. Authorized parties shall include employees, agents and volunteers of the Village and the North Aurora Fire District (hereinafter "Fire District") and employees and agents of the private entity that has been engaged by the Village to conduct the fireworks display.

III. SCOPE OF USE

A. The Village shall use that area of the Park District Property that is determined to be the best and safest staging areas as directed by the Fire District (identified as "New Location: Southern Point" on the exhibit attached to this agreement).

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

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

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

IV. SERVICES PROVIDED TO VILLAGE

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

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

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

VI. ACTIVITIES FIREWORKS DISPLAY

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

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

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

D. The fireworks display will be conducted in compliance with all relevant laws and regulations, including all relevant regulations set forth by the Illinois Department of Natural Resources, and the Village shall be solely liable for compliance with all such laws and regulations.

VII. EMPLOYEES, AGENTS AND VOLUNTEERS

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

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

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

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

VIII. COMPLAINTS AND ADJUSTMENTS

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

IX. INSURANCE

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

X. LICENSES, AND PERMITS

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

XI. EMPLOYEES' WAGES AND BENEFITS

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

XII. ASSIGNMENT

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

XIII. INDEMNIFICATION OF PARK DISTRICT

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

XIV. NO PARTNERSHIP AGENCY OR JOINT VENTURE

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

XVII. SURRENDER OF POSSESSION AT END OF TERM

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

XVIII. NO THIRD PARTY BENEFICIARY

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

THE VILLAGE OF NORTH AURORA

FOX VALLEY PARK DISTRICT

By its President


By its President

Dated _____

Dated April 11, 2022

Memorandum



To: Steve Bosco, Village Administrator

From: Chris Wagner, Administrative Analyst

Date: 4/6/22

Re: Independence Day Firework Celebration- Liquor in Park Request

Over the last several years' Independence Day celebrations, the Village Board has allowed liquor in North Aurora Riverfront Park for the event. Staff is seeking direction from the board on whether or not to allow liquor in the park during the event for 2022. Should the Village Board choose to allow liquor in North Aurora Riverfront Park, the Village can allow bring your own beer/ bottle (BYOB) as an option by passing a resolution stating that an event is sponsored by the Village.

In past years, staff has had concerns that the event will attract a large crowd which may cause difficulty in keeping liquor in the permitted area. However, signage and police officers have been used in the past which have helped mitigate safety concerns. If approved again for 2022's event, staff will continue to have signage in the park designating where liquor is allowed. Staff also plans to have police officers attend the event as an additional safety measure. 2022's Independence Day Fireworks celebration will be on July 3, 2022 from 5:00 p.m. to 10:30 p.m. with a fireworks rain date scheduled for July 5, 2022.

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

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Village of North Aurora would like to host their Independence Day Firework Celebration in North Aurora Riverfront Park on July 3, 2022 from 5:00p.m. to 10:30 p.m. with a rain date scheduled for July 5, 2022; and

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

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

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

Section 1. The Independence Day Firework Celebration taking place in North Aurora Riverfront Park on July 3, 2022 is designated as a Village sponsored event.

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

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

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

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

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

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

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

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

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2022

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2022

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Mike Lowery _____

Todd Niedzwiedz _____

Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2022, A.D.

Village President

ATTEST:

Village Clerk



SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 3/31/22
Name of Event: Independence Day Fireworks
Type of Event: ☐ Festival ☐ Grand Opening ☐ Backyard Party ☒ Other
Location of Event: Riverfront Park
Date(s) of Event: 7/3/22 Hours of Event: _____ to _____
Event / Organization Website (if applicable): _____
Purpose of the event: Celebrate Independence Day

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

Contact person: Chris Wagner

Contact person address: 25 E. State St

City: North Aurora State: IL Zip: 60542

Home Phone: 331/385/6165 Cell Phone: _____ E-mail: _____

Organization address: Same

City: _____ State: _____ Zip: _____ Phone: _____

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

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

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

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



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

Will you serve food at your event? ____ YES ☒ NO

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

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

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

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

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

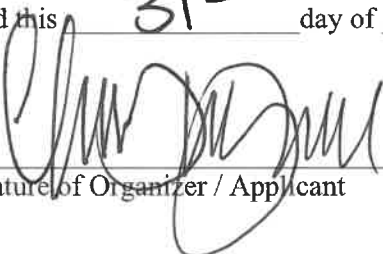
Submit All COMPLETED Applications to:

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

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

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

Dated this 31st day of March, 2022



Signature of Organizer / Applicant



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

HOLD HARMLESS RELEASE

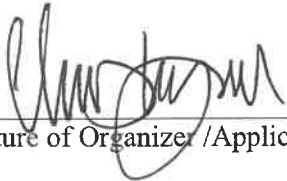
The Village of North Aurora is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions,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

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

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

Chris Wagner

Name of Organizer / Applicant (please print)



Signature of Organizer / Applicant

3/31/22

Date



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: April 12, 2022
Re: Graduation Celebration Special Event

Attached is a Special Event Permit application submitted by Village resident Jim Laughead seeking a special events permit from the Village of North Aurora for a graduation party at his property of 604 Wingfoot Drive.

The event will take place on Saturday, May 28, 2022 from 2pm to 11:30 pm at his property. The event requires a Special Event permit due to the fact there will be live music using sound amplification for the duration of the event and Village Code does not allow for sound amplification without a permit after the hour of 10pm on a Saturday. The event host has included a map showing the direction the sound will be directed, which is primarily at a park area.

The event host has also indicated there will likely be a large amount of traffic to the area – approximately 100 – 300 people – that will be parking on the roadways throughout the subdivision.



VILLAGE OF
**NORTH
AURORA**
Crossroads on the Fox

by 13th

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

SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 4/6/22

Name of Event: LAUGHHEAD GRADUATION CELEBRATION 2022

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

Location of Event: 604 WINGFOOT DR. NORTH AURORA, IL 60542

Date(s) of Event: SATURDAY, MAY 28th Hours of Event: 2 PM to 11:30 PM

Event / Organization Website (if applicable): _____

Purpose of the event: GRADUATION CELEBRATION FOR OUR CHILDREN
[REDACTED] + 100-300 PEOPLE, MANY VEHICLES

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

Contact person: JAMES T. LAUGHHEAD

Contact person address: 604 WINGFOOT DR.

City: NORTH AURORA State: IL Zip: 60542

Home Phone: _____ Cell Phone: [REDACTED]

Organization address: SAME AS ABOVE

City: _____ State: _____ Zip: _____ Phone: _____
Will you be using speakers and/or sound equipment at your event? ☒ YES ☐ NO REQUESTING UNTIL 11:30 PM

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

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

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



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

Will you serve food at your event? X YES ____ NO

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

MAYBE LARGER

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

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

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

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

Submit All COMPLETED Applications to:

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

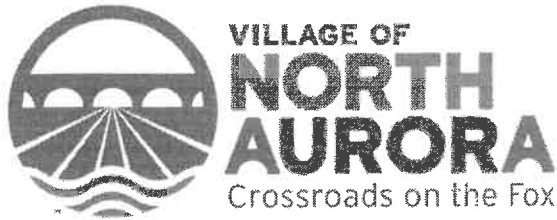
The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

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

Dated this 6th day of APRIL, 2022



Signature of Organizer / Applicant



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

HOLD HARMLESS RELEASE

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

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

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

JAMES T. LANGHEAD

Name of Organizer / Applicant (please print)

[Signature]

Signature of Organizer / Applicant

4/6/22

Date

X

604 Wingfoot Dr

North Aurora | IL 60542-9043



Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: April 11, 2022
Re: Fiscal Year 2022-23 Motor Fuel Tax (MFT) General Maintenance Program

The Village of North Aurora requests to pass the resolution for the 2022 General Maintenance Program. This program is funded by State Motor Fuel Tax (MFT) and includes crack sealing and pavement markings along with engineering inspection, purchasing salt, electricity, street light and traffic signal repairs, and maintenance.

Crack sealing will be performed on streets that are generally showing light wear. The purpose of the crack sealing program is to prevent water from infiltrating the base and sub-base of the pavement where it can weaken the overall structure of the pavement. In the winter time this prevents water from freezing and expanding, causing the pavement to heave or crack. The cost of the engineering inspection for this aspect of the maintenance program is also funded by MFT.

Salt is purchased using MFT funds through the Illinois Department of Central Management Service's Joint Purchasing Program. The Joint Purchasing Program allows municipalities to take advantage of lower prices due to their aggregated bulk purchasing power.

The purchase of electricity is a permitted expense of MFT funding. The Village uses MFT to fund the cost of illuminating the Village owned street lights.

Street light and traffic signal repair and maintenance activities are an eligible use of MFT funds.

Pavement striping is an important safety feature of the roadway. It communicates to motorists lanes of travel, directions, and informs them in advance of actions that need to be performed. By refreshing markings and striping this information remains clear and is conveyed to the motorist. This year the Village will be refreshing and placing new pavement markings.

In order to expend MFT funds the Village Board must pass a resolution for approval by the Illinois Department of Transportation and submit the Municipal Estimate of Maintenance Costs. Both of these documents are attached. The Municipal Estimate of

Cost identifies the costs associated with each maintenance activity and totals \$455,500. The resolution rounds this number up and is in the amount of \$500,000 to account for unit price uncertainty. This is a typical practice to avoid having to return at a future date to pass a supplemental resolution in case expenditures exceed the estimate. Even with this practice in place in 2019, a supplemental ordinance had to be passed. This was due to the high salt prices procured by the State through the purchase program and attributed to disruptions in the salt production supply chain.



Estimate of Maintenance Costs

Submittal Type **Original**

Estimate of Cost for

Municipality

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Village of North Aurora

Kane

23-00000-00-GM

06/01/22

05/31/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control	I	No	Rock Salt	TON	3,500	\$62.00	\$217,000.00	\$217,000.00
Street Lighting	I	No	Electricity	LSUM	1	\$79,000.00	\$79,000.00	\$79,000.00
			Maintenance & Materials					\$54,500.00
	IIA	No	Bulbs & Ballasts	LSUM	1	\$38,500.00	\$38,500.00	
	IIA	No	Poles & Wires	LSUM	1	\$16,000.00	\$16,000.00	
Crack Sealing (23-00000-01-GM)	IIB	Yes	Work by Contractor	LB	50,000	\$1.50	\$75,000.00	\$75,000.00
Pavement Marking (23-00000-02-GM)	IIB	Yes	Work by Contractor	LSUM	1	\$25,000.00	\$25,000.00	\$25,000.00
Total Operation Cost								\$450,500.00

Estimate of Maintenance Costs Summary

Maintenance

Local Public Agency Labor

Local Public Agency Equipment

Materials/Contracts(Non Bid Items)

Materials/Deliver & Install/Materials Quotations (Bid Items)

Formal Contract (Bid Items)

Maintenance Total

MFT Funds	RBI Funds	Other Funds	Estimated Costs

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

Preliminary Engineering

Engineering Inspection

Material Testing

Advertising

Bridge Inspection Engineering

Maintenance Engineering Total

Total Estimated Maintenance

MFT Funds	RBI Funds	Other Funds	Total Est Costs
\$5,000.00			\$5,000.00
\$5,000.00			\$5,000.00
\$5,000.00			\$5,000.00

Remarks

Maintenance Engineering is for Construction Inspection of Crack Sealing Operation & Pavement Striping

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of North Aurora	Kane	23-00000-00-GM	06/01/22	05/31/23

SUBMITTED

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title
Public Works Director

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

APPROVED

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>



Resolution for Maintenance
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	23-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
North Aurora Illinois that there is hereby appropriated the sum of five hundred
Name of Local Public Agency
thousand and 00/100 Dollars (\$500,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
06/01/22 to 05/31/23
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of North Aurora
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Jessi Watkins Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
of North Aurora in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of North Aurora at a meeting held on 04/18/22
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

--

Date

--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District