



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, JUNE 20, 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/83929873329>

Meeting ID: 839 2987 3329

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

POLICE OFFICER SWEARING-IN

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 06/06/2022; Committee of the Whole Minutes dated 06/06/2022
2. Bills List Dated 06/20/2022 FY 2022 in the Amount of **\$953,457.75**
3. Bills List Dated 06/20/2022 FY 2023 in the Amount of **\$74,958.90**
4. Travel and Business Expenses in the Amount of **\$40.00**
5. Approval a Resolution Approving an Intergovernmental Agreement with the County of Kane for Animal Control Services
6. Approval of Ordinance Allowing Lippold Park the Use of Groundwater as a Potable Water Supply and Other Uses and a Septic Field for Sanitary Sewer Purposes

NEW BUSINESS

1. Approval of Ordinance Amending North Aurora Liquor Code Section 5.08.350 to Decrease the Number of Class B Liquor Licenses Authorized in the Village of North Aurora
2. Approval of Ordinance Amending North Aurora Liquor Code Section 5.08.350 to Increase the Number of Class B Liquor Licenses Authorized in the Village of North Aurora
3. Approval of Ordinance Amending Chapter 5.12 and Section 5.08.340 of the North Aurora Village Code Regarding Video Gaming Terminals
4. Approval of Purchase of Lynx Panic Alert System Hardware from Micro Technology Services in the Amount of **\$16,715.00**
5. Approval of One-Year Contract with Association for Individual Development, Victim Services Division, for Full-Time Social Worker in the Amount of **\$35,000.00**
6. Approval of Agreement with EEI for Lead Service Line Inventory and Replacement Plan in the Amount of **\$82,605.00**

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, June 6, 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 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 05/16/2022; Committee of the Whole Minutes dated 05/16/2022
2. Bills List Dated 05/06/2022 FY 2022 in the Amount of \$183,808.02
3. Bills List Dated 06/06/2022 FY 2023 in the Amount of \$118,918.56
4. Approval of Resolution Accepting Public Improvements for the North Aurora Smiles Dental Office Located at 601 Randall Crossing Lane
5. Approval of Special Event Permit for the Rustic Fox

Motion for approval made by Trustee Lowery and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (4-0).**

NEW BUSINESS

1. **Approval of Ordinance Amending North Aurora Liquor Code Section 5.08.350 to Increase the Number of Class B Liquor Licenses Authorized in the Village of North Aurora (A World of Bowls)**

Administrator Bosco stated that a new business, World of Bowls, was opening their business in North Aurora as was seeking a Class B Liquor License and Supplemental Video Gaming License. They had previously gone before the Committee of the Whole on May 16, 2022. The addition of this license would increase the Village's number of licenses in this category to seven.

Motion for approval made by Trustee Salazar and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Salazar – yes, Trustee Carroll – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (4-0).**

2. Approval of Resolution for Approval of a Supplemental Video Gaming Liquor License for a World of Bowls

Administrator Bosco stated that this item also applied to World of Bowls, a Resolution for Approval of a Supplemental Video Gaming Liquor License.

Motion for approval made by Trustee Niedzwiedz and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Lowery – yes. **Motion approved (4-0).**

3. Approval of Ordinance Amending North Aurora Liquor Code Section 5.08.350 to Increase the Number of Class B Liquor Licenses Authorized in the Village of North Aurora (Tracy's)

Administrator Bosco stated that the item was for another new business Tracy's, located on Genesis Drive. Tracy's was seeking approval of a Class B Liquor License, they had gone before the Committee of the Whole on May 16, 2022. This action would increase the Village's Class B Liquor Licenses to eight.

Motion for approval made by Trustee Lowery and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (4-0).**

4. Approval of Resolution for Approval of a Supplemental Video Gaming Liquor License for Tracy's

Administrator Bosco stated that this item also applied to Tracy's, the request of a Resolution for Approval of a Supplemental Video Gaming Liquor License.

Motion for approval made by Trustee Lowery and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (4-0).**

5. Reject All Bids for Well #5 Site Improvement Project

Director Laskowski explained that the next two items pertained to the Improvement Project for Well #5. He stated that in March the board was presented with one bid for site improvements in the amount of \$629,300, higher than anticipated. The bid was rejected and the project was reworked by the consulting engineer EEI, to address some of the contractors' concerns and potentially reduce the estimate. The project was then rebid, three companies bid the project and the low bid came from H. Linden & Sons (also the original bidder) at approximately \$14,000 less than the original bid.

However, the bidding process was not done in accordance with the Village's purchasing policy as it was not published in a daily publication resulting in the necessity to reject all bids.

Staff recommended contracting with H. Linden & Sons for the project and suggested rejecting all bids, then waive competitive bids and award the contract to H. Linden with the next agenda item.

Administrator Bosco explained that the bids would need to be rejected because Village policy was not followed, regardless of the decision on whether or not to award the contract to H. Linden.

Motion for approval made by Trustee Niedzwiedz and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Lowery – yes. **Motion approved (4-0).**

6. Approval to Waive Competitive Bids and Award Contract for Well #5 Site Improvements to H. Linden & Sons in the Amount of \$615,100.00

Director Laskowski introduced the item as a continuation of the previous item and whether the Board wanted to approve the contract to H. Linden & Sons.

Attorney Drendel provided the Board with information regarding the approval to waive bidding, he stated that in order to pass it needed 2/3 vote.

Motion for approval made by Trustee Salazar and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Salazar – yes, Trustee Carroll – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (4-0).**

VILLAGE PRESIDENT – Police Chief Appointment

Mayor Gaffino appointed Joe DeLeo the Village of North Aurora Police Chief, effective at 4pm on June 24, 2022.

Motion for approval of appointment made by Trustee Carroll and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Carroll – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes. **Motion approved (4-0).**

TRUSTEES COMMENTS – None

ADMINISTRATOR'S REPORT – Administrator Bosco thanked Police Chief Fisher and congratulated him on his retirement.

ATTORNEY'S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – Director Laskowski stated that the Village purchased a Ford Ranger for \$35,000, \$10,000 less than anticipated.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES

Monday, June 6, 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 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. Amendments to Municipal Code Chapter 5.12 Electronic Amusements Devices and Section 5.8.340 Liquor Code Classifications

Administrator Bosco explained that the Village currently requires establishments that have Electronic Amusement Devices to pay an annual fee for the use of the devices. Staff cited that the code is often confusing and not business friendly. The definition for an Electronic Amusement Device is “any electric device utilizing a television-like screen which, upon insertion of a coin, slug, token plate or disk or by payment of any other consideration may be operated by the public generally as a game, entertainment or amusement, whether or not registering a score.” Bosco gave an example, an arcade game qualifies as an electronic amusement device while a claw game did not.

Bosco stated that there are three businesses in the Village that operate a device under the definition and generate approximately \$1,425 annually, rendering the time and effort to enforce the code not cost effective.

Staff was suggesting to eliminate the registration and fees associated with the electronic amusement devices that are not video gaming terminals and only register and assess video gaming terminals moving forward. This would apply to businesses that have up to ten electronic amusement devices.

Currently the village charges businesses a supplemental video gaming license fee of \$500 which includes \$25 per video gaming machine, up to six machines. The State has recently passed a Bill allowing municipalities to charge up to \$250 per video gaming machine.

Staff was proposing to amend the current code to reflect the elimination of Electronic Amusement Devices in its entirety as well as changing code to implement an additional registration fee of each video gaming terminal at a cost of \$250 per machine.

Mayor Gaffino and Trustee Lowery expressed approval of the changes.

Trustee Niedzwiedz asked when the changes would take effect. Administrator Bosco stated that it could take effect as soon as the changes are approved or the Village could set a date, he suggested coinciding with the Liquor License renewal date of March 1.

There was discussion about prorating the registration fees for the video gaming terminals if they were to be implemented immediately for new applicants and then on March 1 for existing licensees. Bosco stated that the registration fees are associated with the Supplemental Liquor Licenses and the Village does not typically prorate supplement licenses.

Trustee Carroll asked how much revenue was currently generated by video gaming for the Village. Director Paprocki stated that it was a total of approximately \$120,000, the number varies by establishment. He said that some businesses are as low as \$5,000 while others are \$40,000. There was discussion in regard to how the revenue from video gaming is broken down and what amount the Village receives from associated taxes.

There was additional discussion regarding prorating the licensing fee for the video gaming terminals, the Trustees were in support of implementing the licensing fee but would like to allow the fee to be prorated in the event a Supplemental Video Gaming License is approved mid-year.

The Board was in favor of removing the Electronic Amusement Device registration fee as well as implementing a \$250 per video gaming terminal registration fee in conjunction with the annual license renewal, with the capability of prorating the fee if necessary.

2. Petition #22-03; Park 88 Logistics Center

Administrator Bosco stated that Park 88 Logistics Center was a proposed industrial warehouse complex located between Smoke Tree Plaza and Sullivan Road east of Evergreen Drive. Bosco said that the item had gone before the Plan Commission and that staff was looking for feedback from the Board. Director Toth stated that a previous development for the same site had gone before the Village Board last year. He introduced the developer Phelan Development.

Jess Knigge, with Phelan Development was on hand to present the project to the Board. He stated that they are not affiliated with the previous developer interested in the property but they had spent time working on solutions to the issues the previous developer had run in to, specifically the ingress and egress issues of truck traffic for the facility.

The proposed development is two buildings totaling 430,000 square feet. The developer stated that they have taken care to mitigate any negative impact to surrounding properties. They have been talking with a number of adjacent property owners and have purchase agreements with some for parcels.

The plan consists of two buildings. Building A would be a 36 foot high, 263,000 square foot facility. This would be set up with two unique customer storefronts with a planned third potential office in the center if necessary. Building B is planned to be 166,000 square foot facility, 32 foot height. That building is planned to accommodate four customer storefronts.

The truck traffic and loading bays would be at the center of the site, while car traffic will be on the outer ring of the buildings.

Truck traffic can egress north of the facility on to Smoke Tree Plaza and out to Route 31.

The developer was working with the City of Aurora to implement changes to Sullivan in order to facilitate ingress and egress of truck traffic along Sullivan Road. The developer was awaiting a decision from the City of Aurora at the time of the presentation.

The developer presented the proposed elevations of the buildings as well as landscaping.

Mr. Knigge, spoke about the proposed changes to Sullivan Drive, as well as the redevelopment of Fairview Road. It would be reconstructed directly to the east of its current location, it would be made a private road with access to the properties adjacent to it.

Director Toth stated that there were four items for consideration pertaining to the development. The Map Amendment to rezone the property, Special Use to establish the property as a Planned Unit Development, the Subdivision Plan and the Site Plan Approval.

The property was currently zoned for Estate Rural, B-2 General Business and Office, Research, Industrial. It had previously been zoned Agricultural but in 2013 that was removed. The developer was seeking to establish O-R-I district zoning.

The developer seeks a Special Use-Planned Unit Development with deviations due to the width of the access point at Sullivan and Fairview. The requirement is 150 feet and the planned width is 115 feet.

Director Toth spoke about the conditions the developer would have to meet for approval. These conditions were developed based on experience with other developments within the Village. The intention was to develop a list of conditions that would mitigate impact on surrounding properties.

The Plat of Subdivision was requested to consolidate eight lots in to one.

Toth stated that with the development being a new industrial development it is required to go through site plan approval.

Director Toth stated that the Plan Commission gave positive recommendation for the project in May. He stated that there were a couple of residents on hand for the Public Hearing that expressed concern with the access point off of Sullivan. Toth stated that their concerns would be passed along to the City of Aurora.

Trustee Lowery expressed positivity for the proposed project.

Mayor Gaffino had positive feedback for the facility but expressed concern and asked about truck traffic. Javier Millan with KLOA Inc. who conducted the traffic study spoke about the truck traffic and how it is generated during off-peak hours. He also mentioned that trucks may travel through the Orchard Road and I-88 interchange rather than the Route 31 and I-88 exit, offering truck traffic an alternate route west of the

facility. Mr. Millan stated that there would be 260 estimated daily truck trips to and from the proposed facility.

There was further discussion in regard to the ingress and egress of truck traffic, including the use of Evergreen to the west of the facility.

Trustees Niedzwiedz and Salazar expressed positive feedback for the development.

3. Fox Valley Park District Lippold Park Pavilion

Director Toth stated that Lippold Park, which is owned and operated by the Fox Valley Park District, was annexed in to the Village in 2019. It is classified as an Estate Rural Residence district.

The Park District was seeking to construct a seasonal shelter with restrooms in Lippold Park which meets the zoning requirements, however a well and septic system would need to be installed because there are no connections to the Village water supply system of sanitary sewer system within reasonable access to Lippold Park. The Village Code states that anyone developing within the Village is required to utilize Village water and sanitary.

Trustee Carroll asked if there were any future plans between Red Oak Nature Center and Lippold Park that may give cause to extend the Village water and sewer system that far. Director Toth stated that Red Oak is also serviced by a well and septic system.

Toth stated that there is no clear path addressed in the municipal code on how to handle a situation in which there is no reasonable access to Village water or sewer lines. He also stated in the situation presented, it was not a residential structure and would only be utilized seasonally.

Trustee Salazar asked what the Park District planned on using the structure for.

Jeff Palmquist of the Fox Valley Park District was on hand to answer questions, he stated it would be utilized for classes, summer camps, etc. He explained it was an opportunity to provide shelter from the elements and bathroom facilities to groups in an effort to make the park more appealing. He also mentioned the area to be used as a trail head for the path.

Trustee Salazar expressed positive feedback for the proposed shelter.

Mayor Gaffino stated that it would be unreasonable for the Village to request the Park District to go under a railroad track and Route 25 to source water and waste lines from the Village.

Director Toth stated that if it was discovered that any further approval was needed by the Board, the item would be brought back at a future meeting.

4. Revisions to Purchasing Policy

Administrator Bosco stated that the purchasing policy is something that is used on a regular basis. It governs spending authority as well as the processes for purchasing. It is updated periodically, the issue regarding requirement of advertisement of a bid search to be conducted via a daily publication, initiated a review of the current purchasing policy.

Director Paprocki spoke to the Village Board about five potential amendments to the Purchasing Policy.

The first amendment would be within the advertising for bids. The current code requires a notice inviting potential bids at least once in a local daily publication. The change would be made that advertisement for bids would be made “publically in keeping with the Illinois Municipal Code in a manner outlined by the Village Purchasing Policy”. The Purchasing Policy would then state that the Village would advertise on Village website as well as secondary outlets such as industry websites, trade journals and IDOT bulletins.

Paprocki also spoke about the spending authority of the Village Administrator, changing it from “less than \$15,000” to “less than \$25,000” before Board approval is needed. Paprocki stated that no changes had been made to requiring three written quotes for purchases in that category, the change aligns the spending authority with language already contained in the purchasing policy regarding public improvement projects over \$25,000. He stated that among comparable municipalities, most have a Village Administrator spending authority up to \$25,000, while some have up to \$20,000. Paprocki said that the Village averages about six contracts per year that fall within \$15,000 to \$25,000.

Trustee Lowery asked Director Paprocki how many \$5,000 to \$15,000 purchases are made annually, Paprocki stated that there are many and that he would have look further in to that, Administrator Bosco added that he had just approved two that day. He stated that there are far fewer purchases in the \$15,000 to \$25,000 range and that the State of Illinois law is \$25,000. Bosco went on to give an example of purchases that are fairly routine made with long standing service providers that have to be brought before the Board under the current spending authority policy.

The third change Director Paprocki addressed was that some procedures such as review of bid packages are attributed to the Administrator, the proposed change would make that the Finance Director.

The next change was the addition of language to the professional services section that allows the Village to continue professional service contracts with vendors it has a longstanding relationship with without an RFP or RFQ process as long as the annual amount does not exceed the Village Administrator’s spending authority. New contracts with new service providers will still be required to follow the appropriate procurement process.

The final change was language added that defined the authorized credit limits of the Village Administrator and Department Heads at \$10,000 and \$5,000 to supervisory employees.

Trustee Carroll expressed concern over raising the Administrator’s spending authority from \$15,000 to \$25,000. He stated that he felt more comfortable having those purchases come before the Board.

Trustee Lowery asked if allowing the continuation of professional service contracts with long standing service providers would negate the competitive aspect of the bidding process. Administrator Bosco gave an example of the Village’s contract with their cell phone provider as a service provider that the Village has had a longstanding relationship with and what an arduous task it would be changing 20-30 employee cell phones on an annual basis for a nominal savings.

Trustee Salazar requested confirmation that the change in the Village Administrator’s spending authority, from \$15,000 to \$25,000, meant that the Administrator would not need Board approval for purchases before the \$25,000 limit. Administrator Bosco stated that the Administrator would have authority to make commit to a year-long contract without Board approval if the estimated cost were under \$25,000 and unless there are major changes to the contract, it can be renewed without Board approval.

There was further discussion on whether a disreputable person in the role of Village Administrator could take advantage of the change in spending limit policy, and the long term effect such a change could have on the Village as well as what controls are in place to dissuade such a situation.

There was discussion on Service Contracts and multi-year contracts and what authority the Administrator would have in committing the Village to such contracts. Administrator Bosco reminded the Board of the current policy “From time to time, the Village enter into contracts for services for the ongoing maintenance of Village facilities, equipment, software, or for the provisions of services to the community. The procurement of bids or quotes for these contracts should follow normal procurement procedures based on the estimated annual value of the contract. The Village will entertain contracts for multiple years if it is determined that the best interest of the Village would be served by entering into a multi-year agreement. The Village Administrator will determine if a multi-year service contract should require Village Board approval even if the annual cost of the contract is less than the amount normally required for Village Board approval.”

Attorney Drendel stated that the policy is determined by Village Board as directive to the Village Staff within parameters set by the State.

While further discussion on raising the Administrator’s spending authority by \$10,000 resulted in Trustees Salazar and Lowery as well as Mayor Gaffino in favor of raising spending authority, Administrator Bosco offered to rework the policy with Director Paprocki to be brought before the Committee of the Whole at a later date.

EXECUTIVE SESSION –Sale of Village Property

ADJOURNMENT TO EXECUTIVE SESSION

Motion to adjourn to Executive Session made by Trustee Salazar and seconded by Trustee Niedzwiedz. All in favor. **Motion approved.**

RETURN FROM EXECUTIVE SESSION

ROLL CALL

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

Staff in attendance: Village Administrator Steve Bosco, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 06/16/2022 - 11:55AM
 Batch: 00506.06.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
ABC Carpet						
038040						
PD Carpet Cleaning	1,850.00	01-445-4520	Public Buildings Rpr & Mtce	05222022	5/22/2022	06/20/2022
Total:	1,850.00	*Vendor Total				
Ace Hardware						
000030						
Hose Nozzle	61.92	01-490-4761	Beautification Committee	K34554/1	5/12/2022	06/20/2022
Hooks	7.77	01-490-4761	Beautification Committee	K34652/1	5/25/2022	06/20/2022
Trowel	35.96	01-490-4761	Beautification Committee	K34670/1	5/26/2022	06/20/2022
Total:	105.65	*Vendor Total				
Aflac						
030540						
Aflac- May 2022	80.48	01-000-2053	AFLAC	561000	5/26/2022	06/20/2022
Total:	80.48	*Vendor Total				
Aurora Area Convention						
003770						
NA Hotel Tax/ April 2022	2,402.92	15-430-4752	90% Tourism Council	05202022	5/20/2022	06/20/2022
NA LodgingTax/ April 2022	2,040.89	15-430-4752	90% Tourism Council	05312022	5/31/2022	06/20/2022
Total:	4,443.81	*Vendor Total				
C. O. P. S. Testing Service						
010080						
Pre-Employment Testing- Reyes	610.00	01-439-4380	Recruit Testing	107274	5/23/2022	06/20/2022
Total:	610.00	*Vendor Total				
Carus Corporation						
033300						
WTP HMO Chems	950.60	60-445-4437	Chlorine	SLS10100583	5/20/2022	06/20/2022
ETP HMO Chems	719.20	60-445-4437	Chlorine	SLS10100587	5/20/2022	06/20/2022
Total:	1,669.80	*Vendor Total				
CCS Chicago Contractor Supply						
045420						
Lath/Rebar	111.89	01-445-4543	Sidewalks Rpr & Mtce	257137	5/26/2022	06/20/2022
Concrete Tools	175.51	01-445-4543	Sidewalks Rpr & Mtce	257142	5/26/2022	06/20/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	287.40	*Vendor Total				
Chicago Communications LLC						
468149						
Squad Light (4) Restocking Fee	1,131.00	01-440-4511	Vehicle Repair and Maint	336048	5/25/2022	06/20/2022
Total:	1,131.00	*Vendor Total				
Cintas Corporation						
041590						
PW Garage/Towel/Rug Cleaning	46.06	01-445-4520	Public Buildings Rpr & Mtce	4120355607	5/24/2022	06/20/2022
PW Garage First Aid Kit	106.48	01-445-4870	Equipment	5109578692	5/24/2022	06/20/2022
Total:	152.54	*Vendor Total				
City of Aurora						
027870						
Monthly Samples	294.50	60-445-4562	Testing (water)	219257	6/10/2022	06/20/2022
Total:	294.50	*Vendor Total				
Comer's Welding Service, Inc.						
046540						
Welding- East Water Twr	337.50	60-445-4569	Water Tower Rpr & Mtce	97837	5/2/2022	06/20/2022
Total:	337.50	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
New Tires Truck 164	865.92	01-445-4511	Vehicle Repair and Maint	3330034689	5/20/2022	06/20/2022
Total:	865.92	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 419 - 5/20	6,803.76	60-445-4662	Utility	0543120261	5/23/2022	06/20/2022
Street Liights/ 355 Moorfield	10.14	10-445-4660	Street Lighting and Poles	0795092063	5/18/2022	06/20/2022
Street Lights/ 1197 Comiskey	10.14	10-445-4660	Street Lighting and Poles	0903075187	5/18/2022	06/20/2022
East Tower Electric	47.84	60-445-4662	Utility	1313136025	5/10/2022	06/20/2022
Street Lights/ Rt56 & Rt25	103.01	10-445-4660	Street Lighting and Poles	1425064018	5/11/2022	06/20/2022
Street Lights/ 1193 Comiskey	10.14	10-445-4660	Street Lighting and Poles	1743032047	5/18/2022	06/20/2022
Street Lights	2,420.84	10-445-4660	Street Lighting and Poles	3771153008	5/18/2022	06/20/2022
211 River Rd - 4.18.22 to 5.17.22	2,794.03	10-445-4660	Street Lighting and Poles	4007024020	5/17/2022	06/20/2022
Total:	12,199.90	*Vendor Total				
Core & Main						
039040						
Water Srvc Dist Parts	2,179.00	60-445-4568	Watermain Rprs. & Rplcmnts.	Q754387	5/27/2022	06/20/2022
Water Srvc Dist Parts	250.13	60-445-4568	Watermain Rprs. & Rplcmnts.	Q851375	5/18/2022	06/20/2022
Total:	2,429.13	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
DACRA Adjudication Systems						
467842						
Adjudication- May 2022	1,850.00	01-440-4510	Equipment/IT Maint	DT-2022-05-15/31/2022	06/20/2022	
Total:	1,850.00	*Vendor Total				
Dave Hansen						
468301						
APA Conf 2022 Reimbursement	214.67	01-441-4370	Conferences & Travel	05162022	5/16/2022	06/20/2022
Total:	214.67	*Vendor Total				
Donald E Morris Architect, PC						
468287						
Plan Review- May 2022	4,800.37	01-441-4276	Inspection Services	05312022	5/31/2022	06/20/2022
Total:	4,800.37	*Vendor Total				
Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Truck Repair- Truck #147	437.50	01-445-4511	Vehicle Repair and Maint	077177	5/17/2022	06/20/2022
Total:	437.50	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Eng Srvc- Orch Gateway Ph 1 Design	7,568.25	21-450-4255	Engineering	74327	5/31/2022	06/20/2022
Eng Srvc- 2021 Road Program	616.25	21-450-4255	Engineering	74328	5/31/2022	06/20/2022
Eng Srvc- Airport Rd & Rt31	28,943.75	12-438-4255	Engineering	74329	5/31/2022	06/20/2022
Eng Srvc- 2022 Road Program Phase 3	42,538.25	21-450-4255	Engineering	74330	5/31/2022	06/20/2022
Total:	79,666.50	*Vendor Total				
Feece Oil						
031060						
Diesel	2,600.29	71-000-1340	Gas/Diesel Escrow	3885918	5/28/2022	06/20/2022
Mid Grade Fuel	7,373.90	71-000-1340	Gas/Diesel Escrow	3885919	5/28/2022	06/20/2022
Total:	9,974.19	*Vendor Total				
Geneva Construction Co.						
000530						
Rt31 DCEO Sidewalk Construction	2,195.00	12-480-4875	Capital Improvements	59970	2/15/2022	06/20/2022
2022 Rd Program Constr/ Pay Req #3	720,524.69	12-480-4875	Capital Improvements	60024	6/1/2022	06/20/2022
Total:	722,719.69	*Vendor Total				
Gerald Ford						
467768						
Vehicle Repair	576.36	01-440-4511	Vehicle Repair and Maint	60400968/1	4/29/2022	06/20/2022
Vehicle Repair	790.02	01-440-4511	Vehicle Repair and Maint	6041229/1	5/6/2022	06/20/2022
Vehicle Repair	160.20	01-440-4511	Vehicle Repair and Maint	6041490/1	5/13/2022	06/20/2022
Vehicle Repair	559.95	01-440-4511	Vehicle Repair and Maint	6041722/2	5/19/2022	06/20/2022
Vehicle Repair	16.00	01-440-4511	Vehicle Repair and Maint	6041905/1	5/24/2022	06/20/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	2,102.53	*Vendor Total				
ILCMA						
019310						
Civil Eng Job Post	50.00	01-430-4506	Publishing/Advertising	3649	5/25/2022	06/20/2022
Total:	50.00	*Vendor Total				
Industrial Door Company						
044430						
PD Garage Door A Repair	747.00	01-445-4520	Public Buildings Rpr & Mtce	116670	5/24/2022	06/20/2022
Total:	747.00	*Vendor Total				
Janco Chemical Supply, Inc						
000660						
PD Custodial Supplies	225.50	01-445-4421	Custodial Supplies	287485	5/25/2022	06/20/2022
Total:	225.50	*Vendor Total				
Johnson & Buh, LLC						
467744						
Legal Fees	4,675.00	01-440-4260	Legal	22NAU01	5/15/2022	06/20/2022
Total:	4,675.00	*Vendor Total				
K & D Sales & Service						
468253						
Chain Saw Bar	39.99	01-445-4510	Equipment/IT Maint	13436	5/26/2022	06/20/2022
Total:	39.99	*Vendor Total				
Kane County Recorder						
010600						
Recording Fee	52.00	01-441-4506	Publishing	05312022	5/31/2022	06/20/2022
Total:	52.00	*Vendor Total				
Kendall County Concrete						
047060						
Concrete- 783 Remmington	232.50	01-445-4543	Sidewalks Rpr & Mtce	53333	5/17/2022	06/20/2022
Concrete For Restoration	582.00	60-445-4568	Watermain Rprs. & Rplcmts.	53369	5/24/2022	06/20/2022
Concrete For Restoration	427.50	60-445-4568	Watermain Rprs. & Rplcmts.	53370	5/24/2022	06/20/2022
Total:	1,242.00	*Vendor Total				
Kimball Midwest						
467916						
Grease/Lubricant	181.44	01-445-4511	Vehicle Repair and Maint		5/24/2022	06/20/2022
Total:	181.44	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Mc Cue Builders						
031350						
Tanner Trails Bike Path Grading	2,205.00	21-456-4875	Capital Improvements	22-1063	4/26/2022	06/20/2022
Total:	2,205.00	*Vendor Total				
Menards						
016070						
Custodial Supplies	20.05	01-445-4421	Custodial Supplies	84613	5/19/2022	06/20/2022
Cleaning Supplies For TPs	53.98	60-445-4567	Treatment Plant Repair/Maint	84895	5/23/2022	06/20/2022
5 Gallon Pails (10)	33.60	01-445-4870	Equipment	84999	5/25/2022	06/20/2022
HD Cleaner & Grout Sponge	11.38	01-445-4421	Custodial Supplies	85358	5/31/2022	06/20/2022
Air Filter For Well House & Misc	71.64	60-445-4567	Treatment Plant Repair/Maint	85393	5/31/2022	06/20/2022
Total:	190.65	*Vendor Total				
Metro West COG						
032210						
Metro West Mtg 5/26- Bosco	40.00	01-430-4390	Dues & Meetings	4742-01	6/7/2022	06/20/2022
Metro West Mtg 5/26- Gaffino	40.00	01-410-4390	Dues & Meetings	4742-02	6/7/2022	06/20/2022
Total:	80.00	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Payroll Processing & Tax Report- April 2022	915.00	01-430-4267	Finance Services	9214574	4/30/2022	06/20/2022
Police Pension Payment- May 2022	75.00	80-430-4581	Banking Services/Fees	9214576	4/30/2022	06/20/2022
Payroll Processing- May 2022	790.00	01-430-4267	Finance Services	9214622	5/31/2022	06/20/2022
Police Pension Payment- June 2022	75.00	80-430-4581	Banking Services/Fees	9214623	5/31/2022	06/20/2022
Total:	1,855.00	*Vendor Total				
MSC Industrial Supply						
051190						
Freeze Pops- PW Garage	78.77	01-445-4799	Misc. Expenditures	70852525	5/13/2022	06/20/2022
Total:	78.77	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Squad Parts Return	-79.18	01-440-4511	Vehicle Repair and Maint	410599	5/11/2022	06/20/2022
Squad Parts	19.10	01-440-4511	Vehicle Repair and Maint	410778	5/13/2022	06/20/2022
Squad Parts- Squad #78	33.59	01-440-4511	Vehicle Repair and Maint	410802	5/13/2022	06/20/2022
Air Filter PW #147	40.00	01-445-4511	Vehicle Repair and Maint	410813	5/13/2022	06/20/2022
Squad Parts Return	-19.10	01-440-4511	Vehicle Repair and Maint	410842	5/13/2022	06/20/2022
Brake Pads/Rotors - PW #164	664.82	01-445-4511	Vehicle Repair and Maint	410980	5/16/2022	06/20/2022
Caliper & Deposit	167.75	01-445-4511	Vehicle Repair and Maint	411047	5/16/2022	06/20/2022
Floor Liners	147.95	01-445-4511	Vehicle Repair and Maint	412120	5/27/2022	06/20/2022
Wire - PW #190	131.68	01-445-4511	Vehicle Repair and Maint	412278	5/31/2022	06/20/2022
Total:	1,106.61	*Vendor Total				
Office Depot						
039370						
File Cabinet- PW Garage	286.29	01-445-4870	Equipment	24652555500	5/24/2022	06/20/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	286.29	*Vendor Total				
Ottosen DiNolfo						
031590						
Legal Srvc- May 2022	94.00	01-430-4260	Legal	145433	5/31/2022	06/20/2022
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Total:	94.00	*Vendor Total				
Petty Cash, David Fisher						
007570						
Vehicle Repair & Maint	15.04	01-440-4511	Vehicle Repair and Maint	04142022	4/14/2022	06/20/2022
Prisoner Food	3.64	01-440-4450	Prisoner Mtce & Supplies	05032022	5/3/2022	06/20/2022
Training	167.89	01-440-4380	Training	05102022	5/10/2022	06/20/2022
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Total:	186.57	*Vendor Total				
Physicians Immediate Care, North Chicago LLC						
049540						
Pre-Employment- Reyes	221.00	01-440-4799	Misc.	4268724	6/6/2022	06/20/2022
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Total:	221.00	*Vendor Total				
Ryan Meyers						
468302						
Mailbox Reimb- 396 Messenger Cr	75.76	01-445-4799	Misc. Expenditures	05262022	5/26/2022	06/20/2022
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Total:	75.76	*Vendor Total				
Schaefer Greenhouses, Inc.						
029340						
16 Hanging Flower Baskets	1,180.00	01-490-4761	Beautification Committee	103186	5/25/2022	06/20/2022
Flowers	5,490.10	01-490-4761	Beautification Committee	708566/1	5/25/2022	06/20/2022
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Total:	6,670.10	*Vendor Total				
Sebert Landscaping						
032840						
April Mowing	1,157.00	17-004-4533	Maintenance	241799-1	4/30/2022	06/20/2022
April Mowing	1,065.00	17-008-4533	Maintenance	241799-2	4/30/2022	06/20/2022
April Mowing	331.00	17-009-4533	Maintenance	241799-3	4/30/2022	06/20/2022
April Mowing	29.00	17-011-4533	Maintenance	241799-4	4/30/2022	06/20/2022
April Mowing	4,092.00	01-445-4531	Grass Cutting	241799-5	4/30/2022	06/20/2022
May Mowing	1,157.00	17-004-4533	Maintenance	241800-1	5/27/2022	06/20/2022
May Mowing	1,065.00	17-008-4533	Maintenance	241800-2	5/27/2022	06/20/2022
May Mowing	331.00	17-009-4533	Maintenance	241800-3	5/27/2022	06/20/2022
May Mowing	29.00	17-011-4533	Maintenance	241800-4	5/27/2022	06/20/2022
May Mowing	4,092.00	01-445-4531	Grass Cutting	241800-5	5/27/2022	06/20/2022
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Total:	13,348.00	*Vendor Total				
Sherwin-Williams						
467715						
New Paint Sprayer	440.00	60-445-4563	Fire Hydrant Repair/maint	4718-8	5/19/2022	06/20/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	440.00	*Vendor Total				
Sprayer Specialties Inc.						
023510						
200 Gallon Flower Watering Tank	4,717.80	01-490-4761	Beautification Committee	1157478-IN	5/25/2022	06/20/2022
Total:	4,717.80	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payment- May 2022	929.00	60-445-4510	Equipment/IT Maint	INV-009625	6/3/2022	06/20/2022
Total:	929.00	*Vendor Total				
Superior Asphalt Materials LLC						
031440						
Pot Hole Repairs	193.28	01-445-4540	Streets & Alleys Rpr & Mtce	20220449	5/17/2022	06/20/2022
Pot Hole Repairs	651.52	01-445-4540	Streets & Alleys Rpr & Mtce	20220479	5/20/2022	06/20/2022
Total:	844.80	*Vendor Total				
Superior Road Striping, Inc						
468303						
2022 Road Pavement Markings	19,870.30	10-445-4540	Streets & Alleys Rpr & Mtce	790022	5/10/2022	06/20/2022
Total:	19,870.30	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2227213	5/16/2022	06/20/2022
Total:	723.32	*Vendor Total				
The Needham Shop, Inc.						
041000						
Angle Iron	172.35	01-445-4511	Vehicle Repair and Maint	31425	5/27/2022	06/20/2022
Total:	172.35	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Late Final Bills- May 2022	598.87	60-445-4507	Printing	27797	5/31/2022	06/20/2022
Total:	598.87	*Vendor Total				
Uline, Inc						
468220						
PD Custodial Supplies	968.57	01-445-4421	Custodial Supplies	149263016	5/23/2022	06/20/2022
Total:	968.57	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
University of Illinois						
002780						
Firearms Training	581.00	01-440-4383	Firearm Training	UPI10964	5/11/2022	06/20/2022
Total:	581.00	*Vendor Total				
Waste Management						
016240						
Street Sweep 5.16 to 5.31	607.50	01-445-4540	Streets & Alleys Rpr & Mtce	3195270-2354	6/1/2022	06/20/2022
Total:	607.50	*Vendor Total				
Water Resources						
010380						
New 1" Meters (12)	3,348.00	60-445-4480	New Meters,rprs. & Rplcmnts.	35692	5/27/2022	06/20/2022
Meters (2) & Flange Kits (2)	2,170.00	60-445-4480	New Meters,rprs. & Rplcmnts.	35693	5/27/2022	06/20/2022
3" Meter	2,700.00	60-445-4480	New Meters,rprs. & Rplcmnts.	35694	5/27/2022	06/20/2022
Total:	8,218.00	*Vendor Total				
Water Services						
005990						
WM Leak Locate- Hill & April	315.00	60-445-4560	Water Studies	33796	5/31/2022	06/20/2022
Total:	315.00	*Vendor Total				
WBK Engineering, LLC						
467655						
Eng Srvc- Seasons/ Mar - Apr 2022	2,433.75	90-000-E270	Seasons at North Aurora	23058	5/2/2022	06/20/2022
Eng Srvc- General/ May 2022	1,163.37	01-441-4255	Engineering	23121	5/31/2022	06/20/2022
Eng Srvc- Aurora Packing/ Mar - Apr 2022	6,229.08	90-000-E248	Aurora Packing Company	23122	5/31/2022	06/20/2022
Eng Srvc- Randall Square/ May 2022	442.50	90-000-E110	NW Corner Randall & Oak(Lot 6)	23123	5/2/2022	06/20/2022
Eng Srvc- Run Lake Estates/ May 2022	625.00	01-441-4255	Engineering	23124	5/31/2022	06/20/2022
Eng Srvc- Valley Green/ May 2022	1,452.22	90-000-E250	Opus - Valley Green Project	23125	5/31/2022	06/20/2022
Eng Srvc- Ice Cream Dr/ May 2022	475.32	90-000-E258	TCD -Logistics Ice Cream Dr	23126	5/31/2022	06/20/2022
Eng Srvc- Fortunato/ May 2022	2,259.19	90-000-E142	Fortunato Restaurant	23127	5/31/2022	06/20/2022
Eng Srvc- Orchard Acres/ May 2022	3,162.42	90-000-E144	Vequity - Orchard Commons	23128	5/31/2022	06/20/2022
Eng Srvc- Gerald Hyundai/ May 2022	475.32	90-000-E257	Gerald Hyundai Remodel	23129	5/31/2022	06/20/2022
Eng Srvc- 19 S Lincolnway/ May 2022	3,478.25	12-438-4280	Professional/Consulting Fees	23133	5/31/2022	06/20/2022
Eng Srvc- TT Conveyance- Ph 2/ May 2022	3,590.00	21-456-4255	Engineering	23145	5/31/2022	06/20/2022
Total:	25,786.42	*Vendor Total				
Williams Associates Architects, Ltd.						
024930						
PW Facility- Validation Phase	6,766.06	21-452-4501	Contractual Services	0020978	5/19/2022	06/20/2022
Total:	6,766.06	*Vendor Total				
Xerox Corporation						
040890						
Copier Maint- May 2022	85.00	01-440-4510	Equipment/IT Maint	016329737	6/1/2022	06/20/2022
Total:	85.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Report Total:	<hr/>					
	953,457.75					
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Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 06/15/2022 - 4:30PM
Batch: 00507.06.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
APWA						
031630						
Annual Dues- Young 7/2022 - 6/2023	222.00	60-445-4390	Dues & Meetings	04042022	4/4/2022	06/20/2022
Total:	222.00	*Vendor Total				
Aurora Fastprint						
029610						
Inspection Forms (40 Pads)	338.98	01-441-4411	Office Expenses	36274	6/3/2022	06/20/2022
Total:	338.98	*Vendor Total				
Beacon News						
025450						
Newspaper Renewal Thru 8/15/22	95.50	01-410-4799	Misc. Expenditures	05162022	5/16/2022	06/20/2022
Total:	95.50	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning- PW Garage	46.06	01-445-4520	Public Buildings Rpr & Mtce	4121726967	6/7/2022	06/20/2022
Total:	46.06	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control- Final Pay	15,452.25	01-445-4521	Mosquito Control	001023948	5/25/2022	06/20/2022
Total:	15,452.25	*Vendor Total				
David Paige						
468288						
July 3rd Band- Student Body/ Final Payment	2,000.00	01-490-4758	Fireworks	05242022	5/24/2022	06/20/2022
Total:	2,000.00	*Vendor Total				
De Nora MIOX Corporation						
038050						
MIOX Temp Sensor & Chk Valve- ETP	605.45	60-445-4567	Treatment Plant Repair/Maint	9200058829	6/3/2022	06/20/2022
Total:	605.45	*Vendor Total				
DeKane Equipment Corporation						
468300						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Scag Lawn Mower	9,783.00	71-430-4870	Equipment	023736	6/10/2022	06/20/2022
Total:	9,783.00	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability/ June 2022	388.86	01-000-2057	Short-Term Disability	05132022	5/13/2022	06/20/2022
Total:	388.86	*Vendor Total				
Jody Tracy						
468304						
Sprinkler Repair- 801 Fairfield Way	195.00	21-450-4875	Capital Improvements	06032022	6/3/2022	06/20/2022
Total:	195.00	*Vendor Total				
John O'Malley						
468289						
July 3 Band- Sunfallen/ Final Payment	2,500.00	01-490-4758	Fireworks	05242022	6/14/2022	06/20/2022
Total:	2,500.00	*Vendor Total				
Kane County Chronicle						
044250						
Subscription Renewal	51.48	01-410-4799	Misc. Expenditures	05192022	rene 5/19/2022	06/20/2022
Total:	51.48	*Vendor Total				
Kimball Midwest						
467916						
Lubricant	98.64	01-445-4511	Vehicle Repair and Maint	9947258	6/2/2022	06/20/2022
Total:	98.64	*Vendor Total				
Konica Minolta						
024860						
AP Printer Maint 5/21 - 6/20	9.08	01-430-4411	Office Expenses	9008611138	5/21/2022	06/20/2022
Copier Machine Maint- PW Garage	26.06	01-445-4411	Office Expenses	9008640638	6/1/2022	06/20/2022
Total:	35.14	*Vendor Total				
Kurt A. Metallo						
052370						
Root Grinding	300.00	01-445-4532	Tree Service	06092022	6/9/2022	06/20/2022
Total:	300.00	*Vendor Total				
Menards						
016070						
Paper Plates	15.25	01-445-4411	Office Expenses	85449-01	6/1/2022	06/20/2022
Weed Killer	74.88	01-445-4540	Streets & Alleys Rpr & Mtce	85449-02	6/1/2022	06/20/2022
Watering Tools, Nozzle, Connect Set	107.53	01-445-4870	Equipment	85449-03	6/1/2022	06/20/2022
Air Filters (14)- Well #8 & #9	96.46	60-445-4565	Water Well Rpr & Mtce	85768	6/6/2022	06/20/2022
Garbage Bags	25.98	01-445-4421	Custodial Supplies	85774	6/6/2022	06/20/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Gas Can	18.39	01-445-4870	Equipment	85988	6/9/2022	06/20/2022
Concrete Mix	183.52	01-445-4543	Sidewalks Rpr & Mtce	85990	6/9/2022	06/20/2022
Total:	522.01	*Vendor Total				
METRONET						
467874						
Phone, Internet 5/24 - 6/23	813.71	01-430-4652	Phones and Connectivity	05242022-01	5/24/2022	06/20/2022
Phone, Internet 5/24 - 6/23	644.95	01-445-4652	Phones and Connectivity	05242022-02	5/24/2022	06/20/2022
Phone, Internet 5/24 - 6/23	720.31	60-445-4652	Phones and Connectivity	05242022-03	5/24/2022	06/20/2022
Phone, Internet 5/24 - 6/23	613.68	01-441-4652	Phones and Connectivity	05242022-04	5/24/2022	06/20/2022
Phone, Internet 5/24 - 6/23	1,790.25	01-440-4652	Phones and Connectivity	05242022-05	5/24/2022	06/20/2022
Total:	4,582.90	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Alternator & Wiper Blades	299.76	01-445-4511	Vehicle Repair and Maint	412412	6/1/2022	06/20/2022
Belts	133.29	01-445-4511	Vehicle Repair and Maint	412418	6/1/2022	06/20/2022
Alternator & Deposit	267.42	01-445-4511	Vehicle Repair and Maint	412424	6/1/2022	06/20/2022
Heat Gun	119.00	01-445-4870	Equipment	412571	6/12/2022	06/20/2022
Total:	819.47	*Vendor Total				
Office Depot						
039370						
Office Supplies- PW Garage	62.69	01-445-4411	Office Expenses	24700842700	6/2/2022	06/20/2022
Total:	62.69	*Vendor Total				
Ronald R. Lemen						
030560						
July 3- Stage & Audio/ Final Payment	900.00	01-490-4758	Fireworks	05242022	5/24/2022	06/20/2022
Total:	900.00	*Vendor Total				
Springbrook Software LLC						
467920						
Subscription Credit	-1,166.07	60-445-4510	Equipment/IT Maint	CM-000291-0	5/18/2022	06/20/2022
Subscription Credit	-3,728.25	01-430-4510	Equipment/IT Maint	CM-000291-0	5/18/2022	06/20/2022
Annual Subscription Fee	10,000.00	60-445-4510	Equipment/IT Maint	INV-009495-1	5/18/2022	06/20/2022
Annual Subscription Fee	27,385.23	01-430-4510	Equipment/IT Maint	INV-009495-1	5/18/2022	06/20/2022
Total:	32,490.91	*Vendor Total				
Traffic Control & Protection						
021520						
No Parking Signs (8)	352.80	01-445-4545	Traffic Signs & Signals	111772	6/7/2022	06/20/2022
Total:	352.80	*Vendor Total				
Valley Lock Co., Inc.						
051220						
New Keys & Repair- ETP Lock	145.41	60-445-4567	Treatment Plant Repair/Maint	69767	6/3/2022	06/20/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	145.41	*Vendor Total				
Water Products Company						
001170						
WMB Repair Clamps	735.35	60-445-4568	Watermain Rprs. & Rplcmts.	0309753	6/3/2022	06/20/2022
Total:	735.35	*Vendor Total				
Water Services						
005990						
Leak Detection- 177 Aspen	435.00	60-445-4560	Water Studies	33882	6/14/2022	06/20/2022
Total:	435.00	*Vendor Total				
Xandra LLC						
467817						
Property Appaisal- 1111 Orch Gateway	1,800.00	01-441-4280	Consulting Fees	831	6/6/2022	06/20/2022
Total:	1,800.00	*Vendor Total				
Report Total:	74,958.90					

20-Jun-22

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West Meeting	Expense	5/26/2022	\$ 40.00

TOTAL **\$ 40.00**



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information			
Name: <u>Mark Gaffino</u>		Event: <u>Metrowest May Meeting</u>	
Position: <u>Village President</u>		Purpose: <u>Legislative & Networking</u>	
Date From: <u>May 24, 2022</u>	Date To:	Method of Travel:	
Destination: <u>Jimmy's Chophouse</u>		Zip Code: <u>60173</u>	
Department: <u>Legislative</u>		GL Account Number: <u>01.410.4390</u>	

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

Signatures			
By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.			
Estimate Expense Approval			
Employee	<u>Mark Gaffino</u>	<u>MS</u>	Date <u>5-15-22</u>
Immediate Supv:			Date
Executive Asst.:	<u>[Signature]</u>		Date <u>5-15-22</u>
Actual Expense Approval			
Employee	<u>Mark Gaffino</u>	<u>MS</u>	Date <u>6-6-22</u>
Dept. Head:			Date
Executive Asst.:	<u>[Signature]</u>		Date <u>6-6-22</u>

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

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

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

Invoice



BILL TO

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4742	06/07/2022	\$80.00	07/07/2022	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Board Meetings	5/26/22 Board Meeting: Mark Gaffino Steve Bosco	2	40.00	80.00

Thank you from Metro West!!!

BALANCE DUE

\$80.00

VONA APPROVED
DATE 6-4-22 AMOUNT 40.00
DESCRIPTION met west meet - Almh
ACCOUNT # 01.430.4390
SIGNATURE [Signature]

VONA APPROVED
DATE 6-6-22 AMOUNT 40.00
DESCRIPTION met west meet - Legrolo
ACCOUNT # 01.410.4390
SIGNATURE [Signature]

Memorandum



To: Steve Bosco, Village Administrator
From: Chris Wagner, Administrative Analyst
Date: 06/15/2022
Re: Animal Control Services Contract Renewal

The Village's animal control services agreement with Kane County is set to expire on April 30, 2022. Kane County approved the finalized 2022 contract on June 14, 2022 (Resolution 22-206). The Village entered into an intergovernmental agreement with Kane County for Animal control services on April 15, 2019. The animal control services agreement allows the Village to contact Kane County regarding animals running at large, sick or injured dogs, small wild mammals such as skunks, raccoons, and bats, and provide housing and adoption services for animals in its custody. The costs for several services have increased slightly compared to the previous agreement. The agreement would be for one year and to expire on June 20, 2023 with two one-year renewal options.

Attached is a resolution, agreement, and the fee comparison/schedule for animal control services with Kane County.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE COUNTY OF KANE FOR ANIMAL CONTROL SERVICES**

WHEREAS, the Village of North Aurora previously entered into an Intergovernmental Agreement with the County of Kane for Animal Control Services dated April 15, 2019 (“Agreement”), and

WHEREAS, the current agreement and renewals have expired and the Village of North Aurora has determined that it is in the best interests of the citizens of the Village to enter into another one year agreement.

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

Section 1. The Village of North Aurora hereby acknowledges that it has been actively participating in animal control services with the County of Kane.

Section 2. The Village President is authorized to execute an Agreement for Animal Control Services.

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 _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Bird Salazar _____

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

Village President

ATTEST:

Village Clerk

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF KANE, a body politic and corporate, and the _____, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the _____ ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with select animal control services, including but not limited to pick-up and housing of straying dogs running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control ("Animal Control"), located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, All cruelty or animal related investigations are the responsibility of the municipality in incorporated areas and Kane County Animal Control agrees to provide advice for such cases where requested. Kane County Animal Control is tasked with the primary responsibility for any and all handling of these types of cases in unincorporated Kane County; and

WHEREAS, all requests for service must be made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality. All Municipalities without police at all hours will provide Kane County Animal Control with an after-hours person to be contacted for approval; and

WHEREAS, the parties have a mutual interest in long term planning for straying animal control services in Kane County; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the _____ do hereby agree as follows:

Section 1. Incorporation of Recitals.

The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided.

Upon a request made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality, Animal Control will provide pickup service for straying dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls - Response.

The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, to assist the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large, and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on **Exhibit A**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of 8 pm on weekdays and all day on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

Section 4. Vicious or Dangerous Dogs.

The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs at the Municipality's request. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services.

Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements; Waiver of Fees.

Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners.

Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination.

This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until _____ (1 year from date approved) with two one-year renewal options. The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreements.

The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality. The Municipality shall provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the

website of the other, in order to direct users to the proper point of contact. The statement posted should contain similar language to the following:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency first.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

Section 10. Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification.

The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of

negligence, intentional, willful or wanton acts committed by the County and its officers, agents and, employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12. Notices.

Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

Main To
Animal Control Administrator
Kane County Animal Control
4060 Keslinger Rd.
Geneva, IL 60134

With a copy to:
County of Kane

Kane County Government Center
719 South Batavia Avenue - Building A - 2nd Floor Geneva, IL 60134
Attention: County Board Chairwoman

With a copy to:
States Attorney, Chief of the Civil Division
100 South Third Street, 4th Floor
Geneva, IL 60134

If to the Municipality:

After Hours (8pm – 6:59am weekdays and weekends) Contact for Municipality:

Until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 13. Severability.

If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the

remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 14. Entire Agreement of the Parties.

This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 15. Binding Effect; Successors' Assignment.

This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

By: _____
Corinne Pierog County Board Chairman

ATTEST: _____
John A. Cunningham
Kane County Clerk

MUNICIPALITY

2022 Kane County Fee Schedule for Municipalities

Service	2022 Fee
Pick up per animal (7:00am - 7:59pm)	\$20.00
Pick up charge group of small animals, evictions only	X -See Eviction
Boarding per animal/per day/Maximum charge \$70	\$12.00
Vaccination for distemper per animal	\$12.00
Euthanasia per dog/cat animal ≤ 30 pounds	\$35.00
Euthanasia per dog/cat animal > 30 pounds	\$55.00
Rabies observation (includes euthanasia fee) ≤ 30 pounds	\$150.00
Rabies observation (includes euthanasia fee) > 30 pounds	\$175.00
Specimen pick up	\$50.00
Specimen prep	\$60.00
Eviction - cost includes pickup charges and 7 Day MAX boarding (Per Animal)	\$110.00
After Hours Pick up (8:00pm - 6:59am)	\$175.00
After Hours Call Out with NO PICKUP (8:00pm - 6:59am)	\$100.00
Average cost per stray animal impounded	\$116.00



**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: LIPPOLD PARK
AGENDA: JUNE 20, 2022 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance allowing Lippold Park the use of groundwater as a potable water supply and other uses and a septic field for sanitary sewer purposes

DISCUSSION

Lippold Park is owned and operated by the Fox Valley Park District. It is located the east bank of the Fox River, north of Red Oak Nature Center and directly west of IL Route 25. It was annexed into the Village in 2019.

Per Chapter 6.3 of the Zoning Ordinance, any territory annexed into the Village of North Aurora shall automatically, upon annexation, be classified in the E-R Estate Rural Residence District and be subject to the requirements of this E-R District until such territory is rezoned. Staff notes that parks are classified as a permitted use in the E-R District.

The Fox Valley Park District is proposing to construct a seasonal shelter in Lippold Park for the use of public education and special events. According to the submitted plans, the shelter would be serviced by a private well for water supply and a septic field for sewage purposes. The North Aurora Municipal Code requires every building in which plumbing fixtures are installed for human use shall be connected to the Village water supply system and any private wells may be maintained for purposes of outside water usage only.

There are no connections to the Village water supply system or sanitary sewer system within reasonable access or distance of Lippold Park.

Staff solicited feedback from the Village Board on the use of septic and well for the shelter at Lippold Park at the June 6, 2022 Committee of the Whole meeting. The Village Board was supportive of the use of septic and well at Lippold Park due to the lack of reasonable availability of Village sewer and water.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

BEING AN ORDINANCE ALLOWING LIPPOLD PARK
THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY AND OTHER USES
AND A SEPTIC FIELD FOR SANITARY SEWER PURPOSES

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2022

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2022
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**BEING AN ORDINANCE ALLOWING LIPPOLD PARK
THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY AND OTHER USES
AND A SEPTIC FIELD FOR SANITARY SEWER PURPOSES**

WHEREAS, the construction of private wells for potable water uses is prohibited in the North Aurora, as the water supply system is deemed to be generally available to all areas within the Village; and

WHEREAS, toilets and other plumbing fixtures within the Village are required by provisions of the North Aurora Code to drain into the sanitary sewer and may not drain into a septic system; and

WHEREAS, on March 18, 2019 certain Fox Valley Park District land consisting of approximately 43.45 acres lying north of the Red Oak Nature Center, west of IL Route 25 and east of the Fox River that is commonly known as Lippold Park and is legally described herein by reference as Exhibit “A”, was annexed into the Village of North; and

WHEREAS, the Fox Valley Park District desires to use well water as a potable water supply and a septic field for sanitary sewer purposes; and

WHEREAS, the use of well water and septic field would service restrooms, water fountains and other plumbing uses for a planned pavilion and for general use by park patrons; and

WHEREAS, Village water and sanitary sewer is located across the Burlington Northern and Santa Fe railroad property and IL Route 25 and is not considered generally available to the Lippold Park property.

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

Section One Recitals

The recitals set forth above are incorporated herein as the finding of the North Aurora Village Board.

Section Two Use of groundwater as a potable water source

The use of a well for a potable water supply on the Lippold Park property and specifically in the area illustrated on the drawing attached hereto and incorporated herein by reference as Exhibit “B” (hereinafter the “Allowable Area”), is hereby allowed.

Section Three Use of a septic field for sanitary sewer purposes

The use of a septic field for sanitary sewer purposes on the Lippold Park property and specifically in the Allowable Area is hereby allowed.

VILLAGE OF NORTH AURORA

Section Three Effective date

This Ordinance shall take immediate force and effect from and after its passage and approval as provided by law.

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

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

Mark Carroll	_____	Laura Curtis	_____
Todd Niedzwiedz	_____	Mark Guethle	_____
Michael Lowery	_____	Carolyn Salazar	_____

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

Mark Gaffino, Village President

ATTEST:

Jessica Watkins, Village Clerk

VILLAGE OF NORTH AURORA

EXHIBIT A
Legal Description

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE CENTER LINE THREAD OF THE FOX RIVER AND NORTHERLY AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, EXCEPTING THEREFROM THE BURLINGTON NORTHERN RAILROAD PROPERTY, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS

EXHIBIT B

Allowable Area





Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: June 14, 2022
Re: Ordinance Decreasing and Increasing the Number of Class B Liquor Licenses

Run-A-Way Restaurant, 120 Butterfield Lane, is changing owners. Due to the fact liquor licenses in the Village of North Aurora do not transfer, the Village will need to both decrease the number of Class B Liquor licenses and then increase the number of Class B liquor licenses by one in regards to the new owner's application, who is a previous owner of the location.

The business will be the same menu but has undergone a name change from Run-A-Way Restaurant to Kappy's. All appropriate paperwork for the liquor license application including the background check has been submitted.

Attached are the ordinances for amending the number of issued Class B Liquor licenses to first be decreased by one and then to be increased by one.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION
5.08.350 TO DECREASE THE NUMBER OF CLASS B LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(Run-Away-Restaurant)**

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

SECTION 1: Section 5.08.350 of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.350 Number of Licenses.

The number of licenses to be issued by the Village Liquor Commissioner for any given license year is hereby restricted as follows:

- A. Six Class “A” licenses,
- B. Seven Class “B” licenses;**
- C. Two Class “C” licenses;
- D. Four Class “D” licenses;
- E. One Class “E” license;
- F. Four Class “F” licenses;
- G. Five Class “G” licenses;
- H. Zero Class “H” license;
- I. One Class “J-1” license;
- J. One Class “J-3” license;
- K. One Class “M” license; and
- L. One Class “T” license

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

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

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

Village President

ATTEST:

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION
5.08.350 TO INCREASE THE NUMBER OF CLASS B LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(Kappy's)**

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

SECTION 1: Section 5.08.350 of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.350 Number of Licenses.

The number of licenses to be issued by the Village Liquor Commissioner for any given license year is hereby restricted as follows:

- A. Six Class "A" licenses,
- B. Eight Class "B" licenses;**
- C. Two Class "C" licenses;
- D. Four Class "D" licenses;
- E. One Class "E" license;
- F. Four Class "F" licenses;
- G. Five Class "G" licenses;
- H. Zero Class "H" license;
- I. One Class "J-1" license;
- J. One Class "J-3" license;
- K. One Class "M" license; and
- L. One Class "T" license

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

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

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

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

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

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

Village President

ATTEST:

Village Clerk

Memorandum



To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: June 15, 2022
Re: Ordinance to Amend Chapter 5.12 'Electronic Amusement Devices' and Replace with 'Video Gaming Terminals' and Modify Chapter 5.08.340

The Village of North Aurora's Code currently requires establishments that utilize electronic amusement devices to pay an annual fee for these devices. For reference, the definition of electronic amusement device under Village Code is:

Any electric device utilizing a television-like screen which, upon insertion of a coin, slug, token, plate or disk or by payment of any other consideration may be operated by the public generally as a game, entertainment or amusement, whether or not registering a score.

This definition also includes video gaming terminals, which are regulated by the Illinois State Gaming Board and have a different fee structure and allowance.

There are three business in the Village that currently operate a device under the definition of electronic amusement device that are not video gaming terminals. Electronic amusement devices that are not video gaming terminals have a history of confusion as to what constitutes as such (i.e. claw machines, jukeboxes, etc.) and can be difficult to manage, especially as the renewal period is not tied to any other license in the Village. The revenue generated from the electronic amusement devices that are not video gaming terminals in 2021 was \$1,425.00. Staff is proposing to eliminate the registration and fees associated with electronic video gaming devices that are not video gaming terminals and only register and assess video gaming terminals moving forward. Staff is also proposing to make this video gaming terminal registration period the same as the liquor licenses and tie it to the supplemental video gaming liquor license renewal process.

Due to the State passing House Bill 3136 in December 2021 that allows municipalities to charge up to \$250 per video gaming terminal, the Village could implement this annual registration fee on all video gaming terminals in addition to the supplemental video gaming license fee of \$500. For reference, there are currently nine businesses that hold a supplemental video gaming license. Assuming 6 terminals per establishment (the maximum number allowed by the State), that would be \$13,500 of potential future annual revenue for the registration of these machines to begin in 2023.

Staff is proposing to amend the current Chapter 5.12 by eliminating the Electronic Amusement Devices in its entirety and replace it with Chapter 5.12 Video Gaming Terminals. Staff would also seek to amend Chapter 5.08.340 Classification of Fees regarding the Supplemental Video Gaming (S-V) liquor license in the following way due to this change:

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

...

F. The annual fee for a class "S-V" license shall be five hundred dollars (\$500.00), ~~which includes the annual registration fee for the video gaming machines;~~

G. Registration of Video Gaming Terminals at a cost of two hundred and fifty dollars (\$250.00) per machine will be required in conjunction with the annual renewal;

...

The Village Board discussed this item at the June 6, 2022 Committee of the Whole meeting and were supportive of replacing the Electronic Amusement Device section with Video Gaming Terminals and also of the \$250 registration fee per each video gaming terminal. The Board did state they wished to see both the registration fee and the supplemental video gaming liquor license be prorated for the first year of issuance. That change has been reflected in the ordinance to match the current liquor license proration, being:

1. For licenses / registrations issued between March 1 and May 30: One hundred (100) percent.

2. For licenses / registrations issued between June 1 and August 31: Seventy-five (75) percent.

3. For licenses / registrations issued between September 1 and November 30: Fifty (50) percent.

4. For licenses / registrations issued between December 1 and February 29: Twenty-five (25) percent.

Please see the attached ordinance for approval.

Chapter 5.12 ~~ELECTRONIC AMUSEMENT DEVICES~~ VIDEO GAMING TERMINALS

Sections:

5.12.010 Definitions.

~~The following terms used in this chapter are defined as follows:~~

~~"Electronic amusement device" means any electric device utilizing a television-like screen which, upon insertion of a coin, slug, token, plate or disk or by payment of any other consideration may be operated by the public generally as a game, entertainment or amusement, whether or not registering a score.~~

~~"Person" means any person, firm, corporation or association which owns any electronic amusement device, or in whose place of business any such device is placed for use by the public, or has control over such device.~~

~~(Ord. 82-7 § 1)~~

"Video gaming terminal" means any electronic amusement device that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only. "Person" means any individual, firm, corporation, partnership, limited liability company or association of people.

5.12.020 ~~License required.~~ Requirements.

~~No person shall keep or display for operation or patronage by the public within the village any electronic amusement device without having first obtained a license therefor from the village clerk. No license shall be required from any governmental body which operates electronic amusement devices so long as all proceeds from such operation are used to support the lawful activities of such governmental body. Licenses issued hereunder shall be posted in a prominent location on the premises.~~

~~(Ord. 82-7 § 2)~~

No person may operate or allow a video gaming terminal to be operated on premises owned, possessed or controlled by that person in the Village of North Aurora unless that person meets the following conditions:

- A. The establishment and the terminal operators are licensed with the Illinois Gaming Board as required by the Illinois Video Gaming Act (230 ILCS 40/1 et seq.);
- B. The establishment has a valid local liquor license that allows video gaming terminals as a condition of the liquor license pursuant to Section 5.08.340 of the North Aurora Municipal Code; and
- C. The establishment has obtained a supplemental video gaming license.

5.12.030 ~~License application.~~ Registration.

~~Applications and renewals for the licenses required in this chapter shall be executed under oath, submitted in triplicate and shall contain the following information:~~

- ~~A. Corporation. If the applicant is a corporation: (1) corporate name, registered agent and registered address; (2) names, dates of birth and addresses of all corporate officers and directors; (3) statement of principal kind of business activity in which the corporation engages; (4) statement of whether the~~

business at which the electronic amusement device will be licensed will be conducted by a manager and if so, the name and address of the manager; (5) names, dates of birth and addresses of all persons, firms or corporations owning more than five percent of the corporation's capital stock; (6) statement of whether any officer, manager, director or shareholder owning five percent or more of the capital stock of the corporation has ever been convicted of a felony or has ever forfeited an appearance bond on a felony charge; (7) the location of the place of business and the place where the electronic amusement device is to be placed; (8) a description of the electronic amusement device.

B. — Partnership. If the applicant is an individual or partnership: (1) name, address and date of birth of applicant(s); (2) the location of the place of business and the place where the electronic amusement device is to be placed; (3) principal kind of business activity; (4) statement of whether business will be conducted by a manager or agent and the name, address and date of birth of any such manager or agent; (5) a description of the electronic amusement device.

C. — Investigation. The chief of police shall investigate and verify the facts stated in the license application and shall approve such application unless he or she determines that the applicant does not comply with the requirements of this chapter. The superintendent of public works shall investigate and verify that use of the premises described in the application for the requested amusement devices is in conformance with the village's zoning ordinance. After the investigations and approvals by the chief of police and the superintendent of public works, the village clerk shall issue a license or if approvals are not given, he or she shall give the applicant a written statement as to the reason for denial.

(Ord. 82-7 § 3)

All video gaming terminals operated in the Village of North Aurora must meet the requirements in Section 5.12.020, be registered with the Village prior to operation and a copy of an Illinois State Gaming Board license provided, and the fee must be paid on an annual basis as set forth in Section 5.12.040.

5.12.040 Conditions and regulations. Fees

In addition to any other condition or regulation contained in this chapter or in the statutes of the state of Illinois or in the ordinances of the village, the following conditions and regulations shall be applicable to and shall govern and control the business of keeping or providing electronic amusement devices:

A. — Gambling. No electronic amusement device, except for approved video gaming terminals offered for play by licensed establishments operated in keeping with the Video Gaming Act (230 ILCS 40/1 et seq.), shall be used for purposes of or in connection with the wagering of money, goods, or services upon the outcome of the use or manipulation of such device or otherwise used for purposes of gambling as defined in the Illinois Criminal Code (720 ILCS 5/28-1 et seq.).

B. — Students. No person under age sixteen (16) shall be allowed on the licensed premises during hours when the school in which they are enrolled is in session unless present in connection with a school sponsored program.

C. — Children — Hours. Children under the age of sixteen (16) shall not be permitted in the area where the electronic amusement devices are located after the hour of 10:00 p.m. Such devices shall be located in a clearly designated area on the premises to which access may feasibly be denied to children during such hours.

D. — Responsible Person. At all times during the hours of operation of the licensed premises there shall be present a manager or other employee of the licensee of at least the age of twenty one (21) years who shall be responsible for adequate control and supervision of the licensed premises and the use of the electronic amusement devices located on such premises.

~~{Ord. 82-7 § 4}~~

~~{Ord. No. 12-07-16-01, § 4, 7-16-2012}~~

The annual fee for each video gaming terminal operated in the Village is \$250. The fee must be paid within 15 days of the installation and operation of any new terminal, and the fee must be paid annually thereafter on February 29.

5.12.050 ~~License fee.~~ Fine for violation.

Any person who violates any provision of this Chapter shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than seven hundred and fifty dollars (\$750.00). A separate offense shall be deemed committed during or on each day that a violation occurs or is committed.

~~A. The license fee for each electronic amusement device per location shall be as follows:~~

~~1. Video gaming terminals twenty five dollars (\$25.00) per device;~~

~~2. All other electronic amusement devices:~~

~~a. One, two or three devices: Fifty dollars (\$50.00) per device;~~

~~b. Four, five or six devices: Seventy five dollars (\$75.00) per device;~~

~~c. Seven, eight, nine or ten devices: One hundred dollars (\$100.00) per device.~~

~~B. More than ten (10) electronic amusement devices are prohibited at a single location unless a conditional use permit is granted pursuant to the provisions of the North Aurora zoning ordinance.~~

~~C. The fees set forth in this chapter are nonrefundable and are for a license year or any part of such year which begins June 1st and ends on May 31st. The license may be transferred from one device to another similar device for no charge but the village clerk shall be notified in writing of such transfer and the description and serial number of the new device. In the event a licensee obtains and uses additional electronic amusement devices after the beginning of the license year, the licensee shall incur additional fees per device, but those fees shall be prorated from the first day of the month following the date on which the device was obtained and put into operation through the end of the license year for such additional devices.~~

~~{Ord. 05-05-23-05 § 13; Ord. 82-7 § 5}~~

~~{Ord. No. 12-07-16-01, § 5, 7-16-2012}~~

~~5.12.060 Revocation or suspension of license.~~

- ~~A. — Suspension. Licenses issued under this chapter may be suspended for a period not to exceed thirty (30) days by the village president after notice and hearing for any of the following causes:~~
- ~~1. — Any fraud, misrepresentation or false statement contained in the license application;~~
 - ~~2. — Any violation by the licensee of the provisions of this chapter;~~
 - ~~3. — Conviction of the licensee or manager of the licensee of a felony;~~
 - ~~4. — Failure of the licensee to pay any fine owing to the Village of North Aurora;~~
 - ~~5. — The occurrence of two or more disturbances at the premises where the electronic amusement devices are located within a ninety (90) day period or two or more incidents involving injury or bodily harm to patrons, bystanders or police officers within the license year.~~
- ~~B. — Revocation. Licenses issued under this chapter may be revoked if a second cause for suspension occurs.~~
- ~~C. — Other Penalties. Suspension or revocation shall not preclude prosecution and imposition of any other penalties provided for the violation of this chapter or any other ordinance of the village.~~
- ~~D. — Notice of Hearing. Notice of a hearing for suspension or revocation of a license shall be given in writing and shall set forth the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail (return receipt requested) to the licensee at his or her last known business address or personally served upon the licensee or an agent of such licensee at least five days prior to the date of the hearing.~~

~~{Ord. 82-7-5-6}~~

~~5.12.070 Fine for violation.~~

~~Any person convicted of a violation of this chapter shall be subject to a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00). A separate offense shall be deemed committed during or on each day that a violation occurs or is committed.~~

~~(Ord. 82-7 § 8)~~

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE AMENDING CHAPTER 5.12 AND SECTION 5.08.340 OF THE NORTH
AURORA VILLAGE CODE REGARDING VIDEO GAMING TERMINALS**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2022

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2022
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 5.12 AND SECTION 5.08.340 OF THE NORTH AURORA VILLAGE CODE REGARDING VIDEO GAMING TERMINALS

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. Chapter 5.12 of the North Aurora Municipal Code is amended and superseded in its entirety as follows:

Chapter 5.12 Video Gaming Terminals

5.12.010 - Definitions.

“Video gaming terminal” means any electronic amusement device that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only. "Person" means any individual, firm, corporation, partnership, limited liability company or association of people.

5.12.020 –Requirements.

No person may operate or allow a video gaming terminal to be operated on premises owned, possessed or controlled by that person in the Village of North Aurora unless that person meets the following conditions:

- A. The establishment and the terminal operators are licensed with the Illinois Gaming Board as required by the Illinois Video Gaming Act (230 ILCS 40/1 et seq.);
- B. The establishment has a valid local liquor license that allows video gaming terminals as a condition of the liquor license pursuant to Section 5.08.340 of the North Aurora Municipal Code; and
- C. The establishment has obtained a supplemental video gaming license.

5.12.030 - Registration.

All video gaming terminals operated in the Village of North Aurora must meet the requirements in Section 5.12.020, be registered with the Village prior to operation and a copy of an Illinois State Gaming Board license provided, and the fee must be paid on an annual basis as set forth in Section 5.12.040.

5.12.040 - Fees.

VILLAGE OF NORTH AURORA

The annual fee for each video gaming terminal operated in the Village is \$250. The fee must be paid annually thereafter on February 29. For new video gaming terminals, the fee must be paid within 15 days of the installation and operation of any new terminal, and the fee shall be prorated in the first year of issuance as follows:

1. For video gaming terminal registrations issued between March 1 and May 30: One hundred (100) percent.
2. For video gaming terminal registrations issued between June 1 and August 31: Seventy-five (75) percent.
3. For video gaming terminal registrations issued between September 1 and November 30: Fifty (50) percent.
4. For video gaming terminal registrations issued between December 1 and February 29: Twenty-five (25) percent.

5.12.050 - Fine for violation.

Any person who violates any provision of this Chapter shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than seven hundred and fifty dollars (\$750.00). A separate offense shall be deemed committed during or on each day that a violation occurs or is committed.

3. Chapter 5.08.340 of the North Aurora Municipal Code is amended to read as follows:

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

...

F. The annual fee for a class "S-V" license shall be five hundred dollars (\$500.00). This fee shall be prorated in the first year of issuance as outlined in Section 5.08.060;

G. Registration of Video Gaming Terminals at a cost of two hundred and fifty dollars (\$250.00) per machine will be required in conjunction with the annual renewal;

...

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

VILLAGE OF NORTH AURORA

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

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

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

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

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

Mark Carroll	_____	Laura Curtis	_____
Mark Guethle	_____	Michael Lowery	_____
Todd Niedzwiedz	_____	Carolyn Salazar	_____

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

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

Memorandum

To: Steve Bosco
From: David Arndt, IT Manager
Date: 6/3/2022
Re: Lynx Alert System



The Lynx panic alert system supporting hardware currently used by the Police Department has reached end of life. The primary purpose of the system is to ensure the safety of our officers and staff while in the station. The system has strategically placed panic buttons throughout the station, allowing staff to press a button triggering an audible announcement, which then alerts the entire station of an emergency situation and exact location. Additionally, an automated call is placed to 911 dispatch relaying the exact location within the building of the emergency.

Staff worked with Micro Technology Services, the manufacturer and sole reseller of the Lynx system, to replace the backend server last year, 2021. During the process, they advised the supporting hardware, being receivers, repeaters, and panic buttons, are no longer manufactured or supported. Staff received a rough quote for \$14,650 in June of 2021. Staff budgeted \$15,000 to replace the hardware and received a quote for \$16,715.00 to purchase all the hardware and services from Micro Technology Services. Staff credits the quote increase due to inflation and the addition for the renewal of the 1000 minute voice plan. Staff anticipates installing and replacing the hardware internally.

The quote included the following hardware components and services.

- (1) PA Audio output device
- (1) Wireless receiver
- (4) Wireless Repeaters
- (29) Panic Buttons
- (1) 1000 minute voice plan

Staff worked with Police command staff to confirm the system has been very reliable and meets all expectations and safety requirements for the officers. Staff is recommending the Village purchase the hardware from Micro Technology Services in the amount of \$16,715.00.



Lynx - Price Quote
June 3, 2022

O: 972-231-6874 x129

M: 214-668-2645 | tim@mitsi.com

A Division of Micro Technology Services, Inc.

Explore your possibilities: www.lynxguide.com

North Aurora Police Department

Qty	Lynx P/N	Lynx Description	PRICE	TOTAL
	LynxNet Outputs	LynxNet Audio Output Devices		
1	950-LYNX-PA-3	ASYM,LYNX,PA,AUDIO	\$1,580.00	1,580.00
	LynxNet Input	Wireless Input Devices		
1	950-LYNX-WLS-3	ASYM,LYNX,WLS	\$2,990.00	2,990.00
4	950-WLR-INDOOR	ASYM,LYNX,WLR,REPEATER,INDOOR	\$1,125.00	4,500.00
29	950-WLT-PANIC-A	ASYM,LYNX,WLT,PANIC,SINGLE	\$225.00	6,525.00
1	995-LYNX-VP-1K	VOICE PLAN,LYNX,1K MINUTES PER YEAR	\$ 1,120.00	1,120.00
				\$ 16,715.00

Plus shipping

INTEROFFICE MEMORANDUM

TO: MAYOR GAFFINO AND THE NORTH AURORA BOARD OF TRUSTEES
FROM: DAVID C. FISHER, CHIEF OF POLICE
SUBJECT: SOCIAL WORKER
DATE: JUNE 20, 2022
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

Issue

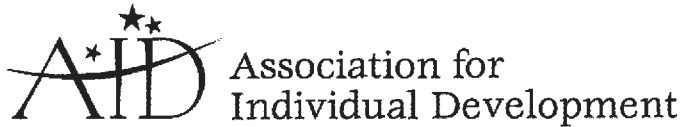
The North Aurora Police is seeking approval to contract with the Association for Individual Development, Victim Services division (AID) for an in-house social worker three days per week and in an on-call status 24/7.

Discussion

For several years, the North Aurora Police Department has had a contract with the Association for Individual Development, Victim Services division (AID), (\$5,000.00/yr.) who provide social workers to aid officers during traumatic events. These can include deaths, people in crisis, juvenile issues, etc. Two years ago, as a free pilot program, a social worker was placed in the police department one day per week to assist officers as well as residents, as needed. Last year, the department paid an additional \$10,000.00 to keep a social worker at the police department one day per week. Since there has been an in-house social worker, the total number of cases that have been dealt with are 128, with 317 total clients seen, 530.5 direct hours with clients and 1,015.5 total service hours. Not only have mental health and associated calls gone up, the passage of the 2021 Illinois Safe-T Act now requires departments to establish statewide standards for regular mental health screenings for probationary and permanent officers, ensuring that counseling sessions and screenings remain confidential. This will increase the amount of time a social worker will spend counseling officers, as well as residents. Because of the time spent, staff feels an available social worker more often is warranted. Rather than contract each session for each officer, the social worker could work with the officers on their schedule. The yearly cost for a full-time social worker, if contracted through AID, would be \$35,000.00. This would also include 24/7 coverage, should a counselor be required after normal working hours.

Conclusion

Due to the passage of new legislation and an increase in mental health calls, staff is recommending a social worker be contracted to assist officers and residents three days per week at a cost of \$35,000.00



April 21, 2022

RE: Contract Period 7/1/2022 to 6/30/2023 Invoice

Chief Fisher

I would like to thank North Aurora Police for the opportunity for support and collaboration with the Association for Individual Development's Victims Services program. Victims Services is proud to provide 24-hour wrap around services to individuals and families who are victims of crime and/or trauma.

Please consider this letter my request for payment, upon receipt, to A.I.D.'s Victims Services Program:

Begin Date	End Date	Total Contract Amount
7/1/2022	6/30/2023	\$35,000.00

The check should be made out to "A.I.D.-Victims Services Program" and be sent to the following address:

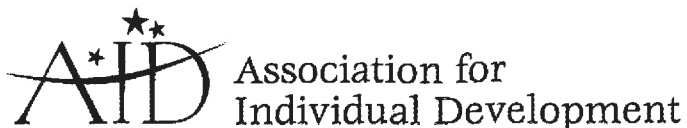
Kim Buckheister
A.I.D. Director of Crisis and Outreach Services
309 W New Indian Trail
Aurora, Il. 60506

If you have any questions, please contact me at (630) 966-4308 and thanks again for the support of this program.

Sincerely,

Kimberly Buckheister

Kimberly Buckheister
Director of Crisis and Outreach Services



Victims Services

Contract for Program Operation

By and Between the Village of North Aurora and Association for Individual Development

.01 Statement of Purpose:

A.I.D.'s Victims Services Program employees will respond to crime victim's psychological and emotional needs. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of crime and/or trauma, the mentally ill, witnesses, and communities. In addition to these primary responsibilities, the program provides assistance to criminal justice personnel, the community and others in non-crime situations. The overall mission is to positively impact the quality of life for the citizens of North Aurora by assisting victims/survivors, and families/neighborhoods experiencing crime and/or trauma.

.02 Organization and Staffing:

The program evaluation will be done quarterly to ensure it is organized in such a way that it meets the changing needs of the North Aurora community. This evaluation may result in changes, over time, to redistribute resources to optimally address contemporary issues and conditions.

The Association for Individual Development (A.I.D.) will be in charge of, and responsible for, all staff. It is also the responsibility of A.I.D. to ensure the program is staffed to adequately handle the needs in the North Aurora community. Staff will be available 24/7 for call outs and/or referrals. In addition, AID will provide an "on-site" Victim Services Case Manager for 24 hours per week. This case manager will be provided "on-site" offices space during scheduled hours.

.03 Utilization and Deployment:

A.I.D.'s Victims Services Program will respond to requests for assistance from NAPD, EMS, civilians and any community entities. Types of assistance shall include, but are not limited to: on-scene crisis stabilization counseling, community and emergency personnel debriefings, critical incident mental health response, judicial advocacy, case management, follow-up services, and information and referral assistance with victims' compensation. In addition, the division provides training and presentations to volunteers, law enforcement personnel and other internal and external organizations as requested.

.04 Goals and Objectives:

Program goals and performance measures are the responsibility of A.I.D. and are tallied on a quarterly basis. Periodic reports indicating progress are available by contacting the Program Director and will be made to the Village of North Aurora as required.

Under the terms of this contract, the Village of North Aurora will pay the Association for Individual Development the sum of \$35,000.00 on July 15th, 2022. Services will begin July 1st 2022 and conclude on June 30th, 2023.

Approval: _____ Date: _____
Executive Director, Association for Individual Development

Approval: _____ Date: _____
Village of North Aurora



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: June 7, 2022

Re: Agreement with EEI for Lead Service Line Inventory and Replacement Plan in the amount of \$82,605

On January 1, 2022, the State of Illinois adopted HB 3739 Lead Service Line Replacement and Notification Act into the law. In summary, the Act requires owners and operators of community water supplies to develop, implement, and maintain a comprehensive water service line material inventory and a comprehensive lead service line replacement plan, provide notice to occupants of potentially affected buildings before any construction or repair work on water mains or lead service lines, and request access to potentially affected buildings before replacing lead service lines; and prohibit partial lead service line replacements (LSLR). This bill also establishes a timeline for the improvements for the public system based. Based on our estimated inventory we have fewer than 1,200 lead services lines in town which requires us to replace lead service lines at an annual rate of no less than 7% and completion within 15 years of implementation.

The scope of work included in the agreement with EEI has two components. The first is the collection of data to prepare an accurate lead service line inventory. Specifically the work tasks include preparing mailers, developing outreach content for residents, and develop and manage a GIS survey tool to assist the Village in tracking lead service line locations. The second part of scope is the development of an LSLR Plan. This plan will include prioritization of areas for replacement, project schedules, and cost estimates. The plan will be developed in compliance with IEPA requirements that would make the Village eligible to apply for financial assistance through State Revolving Fund while funds remain available.

Staff currently has a \$15,000 budgeted for this specific study, however the water fund has sufficient funds to support this expense. It is the staff recommendation to enter into the agreement with EEI to develop a lead service line inventory and a lead service line replacement plan in the amount \$82,605.



May 3, 2022

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

***RE: Professional Services Agreement
Lead Service Line Replacement (LSLR Program) – Preliminary Engineering***

Mr. Paul Young:

In accordance with your request, enclosed please find our proposal for preliminary engineering services for the Lead Service Line Replacement (LSLR) Program. Our proposed work items and costs are summarized in the attached Scope of Services and Estimate of Level of Effort and Associated Cost. Also enclosed is the proposed project schedule. We propose to provide our professional engineering services to complete the scope of work for \$82,605.

We look forward to working with you and members of your staff on this project. If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully Submitted

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, reading 'Julie A. Morrison', is positioned above the printed name.

Julie A. Morrison, P.E.
Senior Project Manager / Principal

Pc: JWF – EEI (via e-mail)

Agreement for Professional Services
Lead Service Line Replacement (LSLR) Program – Preliminary Engineering

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C, in the fixed fee amount of \$65,240 plus \$17,365 in estimated direct expenses for an estimated total fee of \$82,605. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor

agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by

informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

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

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate

Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2022 Standard Schedule of Charges

L. Notices:

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

For the Village:

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

For the Contractor:

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

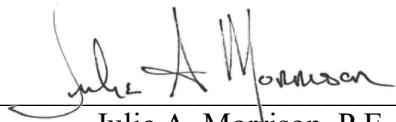
Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2022.

Village of North Aurora

Engineering Enterprises, Inc.:

Mark Gaffino
Village President



Julie A. Morrison, P.E.
Senior Project Manager / Principal

Jessi Watkins
Village Clerk



Angela R. Smith
Executive Assistant

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

ATTACHMENT B
SCOPE OF SERVICES
LEAD SERVICE LINE REPLACEMENT (LSLR) PROGRAM
PRELIMINARY ENGINEERING
Village of North Aurora, IL

The Village of North Aurora currently estimates there are approximately 600 residential lead water service lines (LSL) throughout the community. The Village is seeking to initiate preliminary engineering for LSL improvements. Preliminary Engineering includes coordinating with residents who may have a LSL as well as developing an on-line resident survey to assist the Village in material inventory.

Additionally, it is the Village's intent is to develop a multi-year lead service line replacement (LSLR) program utilizing funds from the IEPA Public Water Supply Loan Program (PWSLP). To be eligible for funding from the PWSLP, the Village has to prepare and submit a Drinking Water Project Plan for review and approval by the IEPA.

EEI's proposed work items for Preliminary Engineering for the Village's LSLR Program are as follows:

1. PROJECT ADMINISTRATION

1. Project Management
 - Budget tracking
 - Management of personnel and the engineering contract
 - General coordination with the village
2. Project Status Reports (1 Per Month For 7 Months)
 - Preparation and distribution of project status reports via email
3. Project Meetings
 - Project initiation meeting (1 meeting total)
 - Coordination, attendance, and meeting outline and minutes

2. GIS LSLR SURVEYS

1. Prepare, print, and mail 500 to 750 mailers per each community notification. A total of six (6) bi-lingual community notifications will be prepared for the following:
 - Community Meetings (1 total advertising for 3 separate meeting dates/times)
 - Online Resident Survey (3 total; includes two reminders)
 - Home Assessments (2 total; includes one reminder)
2. Assisting with Village website content for LSL Information by providing data only
3. Community meeting preparation and attendance (3 meetings total)
 - Develop and conduct PowerPoint presentation
4. Develop GIS Survey 1-2-3 for resident survey and manage survey data on GIS platform for 500 to 750 surveys
 - Weekly e-mail update with link to dashboard for two (2) months
 - Shapefile export at the end of the survey
 - Assist with resident phone calls for up to 10% of the mailers distributed
5. Develop GIS Survey 1-2-3 for home assessments and manage survey data on GIS platform for 500 to 750 surveys
 - Weekly e-mail update with link to dashboard for three (3) months
 - Shapefile export at the end of the survey

- Add executed temporary construction easement waivers to GIS platform. Copies of executed waivers provided by the Village.

3. FIVE (5) YEAR LSLR PLAN

1. Schedule and facilitate two (2) workshops with Village staff
2. Develop draft 5 Year LSLR plan that includes
 - Exhibits
 - Prioritization of areas
 - Schedules
 - Cost Estimates
3. Presentation at one Village Board meeting

4. IEPA LSLR PROJECT PLAN (SRF FINANCING)

1. Prepare Request for Information (RFI) and coordinate with the Village
2. Prepare LSLR Project Plan including any necessary exhibits and submit to the IEPA. Work includes but is not limited to:
 - Apply for all environmental sign-offs
 - Complete IEPA Loan Applicant Environmental Checklist
 - Prepare project cost estimates (if work scope from Section 3 not finalized at time of submission to IEPA)
 - Prepare Existing User Charge and O, M and R Certification Sheet
 - Revise Project Plan (if necessary) per comments from the IEPA
3. Coordination with IEPA. Prepare and submit to the Village the ad for the Preliminary Environmental Impact Determination (PEID) public hearing.
4. Attend the PEID public hearing.

EXCLUSIONS

The above scope of services excludes the following:

Exclusions – GIS LSLR Surveys

- Address list development. Address list for the community notifications will be provided by the Village in excel format.
- Envelopes. The Village will provide envelopes for all mailers.
- Development of Village LSLR program webpage
- Schedule and perform home assessments
- Temporary construction easement waiver preparation, coordination with residents, and acquisition
- Attendance at Village Board meetings

Exclusions – LSLR Project Plan

- Coordinating and submitting publications to the newspaper
- Obtaining the certified copy of the advertisement for the PEID public hearing
- Preparing written correspondence to IEPA regarding comments or questions received at the PEID public hearing
- Preparing written correspondence to IEPA regarding comments or questions received during the 10-day comment period following the PEID public hearing
- Attendance of Village Board meetings aside from the PEID public hearing held during a Village Board meeting

Exclusions – Five Year LSLR Plan

- Financial cost option analysis (i.e., rate studies, payment structures)
- Development of Village policies as related to LSLR

ADDITIONAL SERVICES

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the agreement and will be billed in accordance with EEI's current Standard Schedule of Charges (Attachment E). No additional services shall be performed unless authorized pursuant to a written amendment to this Agreement entered into and executed by the parties.



DATE:	5/2/2022
ENTERED BY:	JAM

ATTACHMENT C:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
FOR PROFESSIONAL ENGINEERING SERVICES
Lead Service Line Replacement (LSLR) Program
Preliminary Engineering
Village of North Aurora, IL

WORK ITEM NO.	WORK ITEM	ENTITY:	EEI					WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	SENIOR PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	GIS SR. PROJECT TECHNICIAN			ADMIN.
		HOURLY RATE:	\$228	\$223	\$183	\$154	\$129			\$70
PROJECT ADMINISTRATION										
1.1	Project Management		4	18					22	\$4,926
1.2	Project Status Reports (1 Per Month For 7 Months)			3					3	\$669
1.3	Project Meetings (2 Total)			6	8				14	\$2,802
Project Administration Subtotal:			4	27	8	-	-	-	39	\$8,397
GIS LSLR SURVEYS										
2.1	Prepare, Print, and Mail Community Notifications (6 Total)			3	6		2	48	59	\$5,385
2.2	Assist with Village Website Content			2	4				6	\$1,178
2.3	Community Meetings w/ Presentation (3 Total)			12	20		4		36	\$6,852
2.4	Manage Resident Survey Data						36		36	\$4,644
2.5	Manage Home Assessment Survey Data						36		36	\$4,644
GIS LSLR Surveys Subtotal:			-	17	30	-	78	48	173	\$22,703
FIVE YEAR LSLR PLAN										
3.1	Village Workshops (2 Total)		4	8	8				20	\$4,160
3.2	Develop Five (5) Year Plan		4	8	24		8		44	\$8,120
3.3	Village Board Meeting w/ Presentation			4	8				12	\$2,356
Five Year LSLR Plan Subtotal:			8	20	40	-	8	-	76	\$14,636
IEPA LSLR PROJECT PLAN (SRF FINANCING)										
4.1	RFI and Coordination with the Village			2	8				10	\$1,910
4.2	Prepare Project Plan		2	16	50		8	2	78	\$14,346
4.3	IEPA Review and Coordination, PEID Public Hearing Ad			4	8				12	\$2,356
4.4	Attend PEID Public Hearing			4					4	\$892
IEPA LSLR Project Plan (SRF Financing) Subtotal:			2	26	66	-	8	2	104	\$19,504
PROJECT TOTAL:			14	90	144	-	94	50	392	\$65,240

Notes: Postage = 750 mailers x 6 notifications @ \$0.53/each
Printing = 750 mailers x 6 notifications; one page double sided color @ \$1.00/each
Translations = 6 notifications at \$80/each (English to Spanish)

DIRECT EXPENSES	
Postage =	\$2,385
Printing =	\$4,500
Translations =	\$480
GIS Resident Survey =	\$5,000
GIS Home Assessment Survey =	\$5,000
DIRECT EXPENSES =	\$17,365

LABOR EXPENSES	
Engineering Expenses =	\$49,614
Drafting/GIS Expenses =	\$12,126
Administrative Expenses =	\$3,500
TOTAL LABOR EXPENSES =	\$65,240

TOTAL CONTRACT COSTS =	\$82,605
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Engineering Enterprises, Inc.

ATTACHMENT D: SCHEDULE

Lead Service Line Replacement (LSLR) Program Preliminary Engineering Village of North Aurora, IL

WORK ITEM NO.	WORK ITEM	Year:	2022																															
		Month:	May				June				July				August				September				October				November				December			
		Week:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
PROJECT ADMINISTRATION																																		
1.1	Project Management																																	
1.2	Project Status Reports (1 Per Month For 7 Months)																																	
1.3	Project Meetings (1 Total)																																	
GIS LSLR SURVEYS																																		
2.1	Prepare, Print, and Mail Community Notifications (6 Total)																																	
2.2	Assist with Village Website Content																																	
2.3	Community Meetings w/ Presentation (3 Total)																																	
2.4	Manage Resident Survey Data																																	
2.5	Manage Home Assessment Survey Data																																	
FIVE YEAR LSLR PLAN																																		
3.1	Village Workshops (2 Total)																																	
3.2	Develop Five (5) Year Plan																																	
3.3	Village Board Meeting w/ Presentation																																	
IEPA LSLR PROJECT PLAN (SRF FINANCING)																																		
4.1	RFI and Coordination with the Village																																	
4.2	Prepare Project Plan																																	
4.3	IEPA Review and Coordination, PEID Public Hearing Ad																																	
4.4	Attend PEID public hearing																																	

G:\Public\North Aurora\2022\NO2204 LSLR Program-Preliminary Engineering\PSA\05. Attachment D - Schedule.xlsx\Schedule (9-13-21)

Legend	
	Project Management
	Meetings
	Engineering

Notes: Schedule assumes Village Board approval received on May 16, 2022
IEPA review is variable and can take longer than what the schedule depicts



Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2022

ATTACHMENT E

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)		Cost
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 206.00
Expert Testimony		\$ 258.00