**Meeting Held Electronically** 



#### NORTH AURORA VILLAGE BOARD MEETING MONDAY, JULY 18, 2022 – 7:00 P.M. NORTH AURORA VILLAGE HALL - 25 E. STATE ST.

#### AGENDA

Due to the current COVID-19 pandemic, Village Board meetings are being conducted live and remotely via telecommunications to help prevent the spread of COVID-19. For best safety practices, the public can view the board meeting remotely via telecommunications using Zoom; however, to participate must attend the meeting in person. The public can view the meeting remotely as follows:

#### Website Address: https://us02web.zoom.us/j/88639549573

Meeting ID: 886 3954 9573 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**

#### **AUDIENCE COMMENTS**

#### **CONSENT AGENDA**

- 1. Village Board Minutes dated 06/20/2022; Committee of the Whole Minutes dated 06/20/2022
- 2. Interim Bills List Dated 06/28/2022 FY 2022 in the Amount of **<u>\$36,782.06</u>**
- 3. Interim Bills List Dated 06/28/2022 FY 2023 in the Amount of **\$155,046.87**
- 4. Bills List Dated 07/18/2022 FY 2022 in the Amount of **\$229,166.04**
- 5. Bills List Dated 07/18/2022 FY 2023 in the Amount of **\$1,058,943.29**
- 6. Approval of Resolution Releasing Surety for the Randall Crossing Mixed Use Building Located at 1101 Ritter Street
- 7. Travel and Business Expenses in the Amount of **\$120.00**

#### **NEW BUSINESS**

1. Approval of Special Event for Worth Your Mile 10k Run

- 2. Approval of Ordinance Approving a Minor Change to a Planned Unit Development for the Property Located on Lot 2 in the Randall Road Commercial Center, North Aurora
- 3. Approval of Ordinance Approving the First Amendment to the Annexation Agreement between the Village of North Aurora and Stan L. Zepelak Trust (Petition #22-02)
- 4. Approval of Ordinance Amending Ordinance No. 13-01-07-03 Zoning and Granting a Special Use as a Planned Unit Development for Commercial and Multi-Family Use for the Property Located West of Orchard Road, North of Tanner Road and East of Deerpath Road in the Village of North Aurora (Petition #22-02)
- 5. Approval of Ordinance Amending Title 3, Chapter 3.40 for the North Aurora Village Code Regarding Contracts for Public Works
- 6. Approval of Resolution to Approve an Amendment to the Village's Purchasing Policy

#### VILLAGE PRESIDENT

#### **TRUSTEE COMMENTS**

#### ADMINISTRATOR'S REPORT

- 1. Beautification Committee Property Recognition Program
- 2. Police Department Landscaping

#### VILLAGE DEPARTMENT REPORTS

#### ADJOURN

Initials: <u>SB</u>

#### NORTH AURORA VILLAGE BOARD MEETING VILLAGE BOARD MEETING MINUTES Monday, June 20, 2022

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

#### CALL TO ORDER

Mayor Gaffino called the meeting to order.

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

#### ROLL CALL

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Water Superintendent Paul Young, Police Chief Dave Fisher.

#### POLICE OFFICER SWERING-IN-

Officer Bryan Reyes was sworn in as the newest Police Officer for the Village of North Aurora Police Department.

#### AUDIENCE COMMENTS -

Viviana Ramirez, Pam Bradley and Jessica Orsini of the Conviction Integrity Review Unit of the Kane County State's Attorney's Office were in attendance to introduce the department to the Village Board. They spoke about their intentions within North Aurora, including a potential Law Enforcement Youth Academy.

#### **CONSENT AGENDA**

- 1. Village Board Minutes date 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 of 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 Potable Water Supply and Other Uses and a Septic Field for Sanitary Sewer Purposes

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

#### **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

Administrator Bosco explained that due to a change in ownership of the Run-A-Way restaurant and the fact that Liquor Licenses are not transferable, the number of Class B Liquor Licenses would need to decrease and then increased by one. This was the Ordinance that would decrease the Class B Liquor Licenses by one.

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

## 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

Administrator Bosco explained that this was the Ordinance to increase the Class B Liquor Licenses by one, allowing for the Mayor to issue a License to the new owners of Run-A-Way, now Kappy's.

Trustee Carroll asked if Kappy's was already open, he stated that he had seen the sign has changed from Run-A-Way to Kappy's. Administrator Bosco stated that to their knowledge the restaurant was open but the ownership has not changed hands.

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

# 3. Approval of Ordinance Amending Chapter 5.12 and Section 5.08.340 of the North Aurora Village Code Regarding Video Gaming Terminals

Administrator Bosco stated that this Ordinance would amend the Village's current requirement that establishments with electronic amusement devices pay an annual fee, this fee will no longer be required. The amendment would also change the requirements for Video Gaming Terminals, the current annual fee for class "S-V" licenses will remain \$500 but will now include an additional \$250 registration fee per video gaming terminal. The Board had previously stated that they would like the supplemental license fee as well as the per terminal registration fees with the ability to be prorated the first year.

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

#### 4. Approval of Purchase of Lynx Panic Alert System Hardware from Micro Technology Services in the Amount of \$16,715.00

Administrator Bosco explained that the Lynx panic alert system was installed throughout the Police Department, updated hardware was needed to improve the system. Micro Technology Services, the sole reseller of the system, quoted \$14,650 in 2021 and \$15,000 was budgeted at that time. An updated quote of \$16,715.00 was provided recently, which staff attributes to inflation as well as the renewal of the 1000 minute voice plan.

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

## 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

Chief Fisher stated that the Village Police Department was seeking approval to contract with the Association for Individual Development (AID) for an in house social worker three days per week with an on call status 24/7. The Department currently has a social worker in the Department one day per week at the cost of \$10,000 a year. Since the social worker has been in the Department, she has seen 317 clients and has logged over 530 direct hours with clients. Fisher explained that in 2021 the passage of the Illinois Safe-T act now requires departments to establish statewide standards for regular mental health screenings for probationary and permanent officers of which the social worker can provide.

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

# 6. Approval of Agreement with EEI for Lead Service Line Inventory and Replacement Plan in the Amount of \$82,605.00

Water Superintendent Paul Young stated that on January 1, 2022 the State of Illinois adopted that Lead Service Line Replacement and Notification Act. The Act requires owners and operators of community water supplies to develop, implement and maintain a comprehensive water service line material inventory and comprehensive lead service line replacement plan. Young stated that the collection of data to prepare an accurate lead service line inventory was the initial step and must be completed by 2024. The Village's estimated inventory of buildings with lead service lines is fewer than 1,200, replacement of the lines must happen at a rate of no less than 7% per year with a completion of within 15 years of implementation. Young explained that through the initial processes, EEI has been very helpful, knowledgeable and has valuable experience in this line of work. While staff had \$15,000 budgeted for the study, the water fund has sufficient funds to support the expense of the \$82,605 for EEI to develop a lead service line inventory and a lead service line replacement plan.

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

<u>VILLAGE PRESIDENT</u> – Mayor Gaffino spoke in regard to Chief Fisher's retirement from the Village of North Aurora Police Department. He commended the Chief on his many achievements and gifted him with a framed photograph of the Police Department.

**TRUSTEES COMMENTS** – Trustee Cutis asked for an update of the Road Program, she stated that residents had safety concerns about unfinished curb replacement. Administrator Bosco explained that work had been halted do to a labor dispute at local aggregate production facilities, therefore Geneva Construction has no material to pave with. Director Bosco stated that he would look in to fining materials to fill the holes with until they can be properly repaired.

Trustees Carroll and Salazar as well as Attorney Drendel spoke in regard to Chief Fisher's retirement and thanked him for his work within the Village's Police Department.

<u>ADMINISTRATOR'S REPORT</u> – Administrator Bosco praised Chief Fisher for his work within the Village.

#### ATTORNEY'S REPORT - None

#### VILLAGE DEPARTMENT REPORTS

- 1. Finance None
- 2. Community Development None
- 3. **Police** Chief Fisher spoke about his time with the Village and thanked the Village Board and staff for the positive working relationship.
- 4. **Public Works** None

#### **ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins Village Clerk

#### VILLAGE OF NORTH AURORA COMMITTEE OF THE WHOLE MEETING MINUTES Monday, June 20, 2022

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

#### CALL TO ORDER

Mayor Gaffino called the meeting to order.

#### ROLL CALL

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

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

<u>AUDIENCE COMMENTS</u> – See below <u>TRUSTEE COMMENTS</u> - None

#### DISCUSSION

#### 1. Revision to Purchasing Policy

Administrator Bosco stated that the Village's purchasing policy and potential changes to it were spoken about at the Committee of the Whole meeting on June 6, 2022. During that discussion, the Village Board had questions regarding the policy and the proposed changes. Staff decided to create a presentation to clarify the proposed changes and give a general overview of the policy in general.

Director Paprocki began the presentation with a recap of the reasons why the changes were proposed. The newspaper advertisement requirements of the bid process had prompted staff to initiate a review of the entirety of the purchasing policy resulting in potential changes to bid notices, spending authority, services and contracts, bid process and defining p-card limits.

Paprocki stated that currently the Village is required to post bid notices by newspaper, however this is not required by state law. The suggested change would to require the bid notices to be posted on the Village's website as well as secondary methods.

Paprocki reviewed the Village's examples of Professional Services which generally include a high degree of skill to perform (such as engineer, attorney, architect, inspector or appraiser). They could also provide services for the ongoing maintenance of Village facilities (pest control, alarm/access systems), or equipment services (HVAC, servers, phone systems, wells), provide software support (Springbrook, City View, DACRA), or provision of services to the community (for instances of water main break repair, power failure repairs).

Paprocki stated that services may result from a Request for Proposal, Request for Quote or a satisfactory relationship with a particular provider. This may or may not result in a contract, the professional service providers may be used as needed.

Paprocki went on to speak about Service Contracts. He stated that an additional potential change to the policy was that all individual and multi-year contracts with a total value above the spending authority will require approval of the Village Board. Currently, the Village Administrator can determine if a multi-year contract needs Board approval when the annual amount is within the spending authority. Another proposed addition is that each year staff will provide the Board with a list of ongoing professional service providers the Village is utilizing where the total annual amount is expected to exceed the Administrator's spending authority.

Paprocki explained the reasoning behind raising the Administrator's spending authority from \$15,000 to \$25,000, stating that it would fall in line with the current state statute as well as some other surrounding municipalities. He also mentioned that costs are rising and a higher limit would allow for the Village to be better prepared for unexpected expenses, emergencies or equipment failures.

There was discussion in regard to the flow of process of contracting with a Professional Service provider as well as a breakdown of the spending authority of Village Department Heads.

The final changes to the policy were shifting responsibilities for review of the bid package to the Finance Director from the Village Administrator as well as clarifying purchasing card limits for Department Heads (\$10,000) and other supervisors (\$5,000).

The Village Board were in favor of the proposed changes.

#### EXECUTIVE SESSION - None

#### **ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins Village Clerk

# Accounts Payable

### To Be Paid Proof List

 User:
 ablaser

 Printed:
 06/28/2022 - 12:32PM

 Batch:
 00508.06.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Anderson Pest Solutions						
019770 Pest Control- VH	103.95	01-445-4520	Public Buildings Rpr & Mtce	14488162	3/6/2022	06/28/2022
Total:	103.95	*Vendor Total				
Captial Printing & Die Cutting, Inc						
468305						
Booking Door Decals	383.94	01-440-4870	Equipment	INV-641	4/29/2022	06/28/2022
Total:	383.94	*Vendor Total				
CCMSI						
052060 Reimburse Over Payment Claim 22050K2645	9 379.63	14-385-3864	Insurance Claim Reimbursemen	ıt 06212022	6/21/2022	06/28/2022
Total:	379.63	*Vendor Total				
CCS Chicago Contractor Supply						
045420						
Lath- Short Pay On Inv #257137	85.62	01-445-4543	Sidewalks Rpr & Mtce	257137-02	5/26/2022	06/28/2022
Total:	85.62	*Vendor Total				
Collins Law Enforcement Sales, Inc						
468122 Pt Blank Std Vest- Cook	615.00	01-440-4160	Uniform Allowance	05-03-2022-1	N 6/16/2022	06/28/2022
Tt Dialik Std Vest-Cook		01-440-4100		05-05-2022-1	0/10/2022	00/20/2022
Total:	615.00	*Vendor Total				
Commonwealth Edison						
000330 Street Lights/ 4 S Willowway	01.02	10-445-4660	Streat Lighting and Palas	0146092024	6/8/2022	06/28/2022
Street Lights/ 4.5 windowway Street Lights/ 1802 Orchard Gateway		10-445-4660	Street Lighting and Poles Street Lighting and Poles	0562144049		06/28/2022
Street Lights/ 1902 Orchard Gateway Street Lights/ 1901 Orchard Gateway		10-445-4660	Street Lighting and Poles			06/28/2022
				0835082016		
Silo Lighting/ 8 W State Street		01-445-4660	Street Lighting	1047147081		06/28/2022
Street Lights/ 1051 Kettle Ave	11.76		Street Lighting and Poles	1083133047		06/28/2022
East Tower Electric	41.49		Utility	1313136025		06/28/2022
Street Lights/ Orchard Gateway		10-445-4660	Street Lighting and Poles	1344158042		06/28/2022
Street Lights/ Rt56 & Rt25		10-445-4660	Street Lighting and Poles	1425064018		06/28/2022
Street Lights/ Orchard Gateway & Deerpath		10-445-4660	Street Lighting and Poles	1776122038		06/28/2022
Street Lights/ Orchard & Oak	143.05		Street Lighting and Poles	1875021089		06/28/2022
Street Lights/ Comiskey & Orchard		10-445-4660	Street Lighting and Poles	2313121105		06/28/2022
Street Lights/ 1600 Orchard Gateway		10-445-4660	Street Lighting and Poles	2579039064	6/8/2022	06/28/2022
Street Lights/ Orchard & White Oak		10-445-4660	Street Lighting and Poles	2963079050		06/28/2022
Street Lights/ 19 Lincolnway	65.44	10-445-4660	Street Lighting and Poles	2985029045	6/8/2022	06/28/2022

AP-To Be Paid Proof List (06/28/2022 - 12:32 PM)

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Street Lights/ Orchard& Orchard Gateway	115.50	10-445-4660	Street Lighting and Poles	3147017028	6/8/2022	06/28/2022
Total:	1,015.20	*Vendor Total				
Entenmann-Rovin Co.						
000450						
New Badge		01-440-4160	Uniform Allowance	0165962-IN		06/28/2022
Years Of Service Award Bars (4)		01-440-4160	Uniform Allowance		5/25/2022	06/28/2022
Award Bar		01-440-4160	Uniform Allowance Uniform Allowance	0166319-IN 0166333-IN	6/7/2022	06/28/2022
Badge Repair	21.50	01-440-4160	Uniform Allowance	0100333-IIN	6/8/2022	06/28/2022
Total:	292.00	*Vendor Total				
Fifth Third Bank						
028450	225.00	01 445 4522	Tura Camira	DD06070000	4/25/2022	06/00/00000
Malus Royal Raindrops 2"/ Kaknes Landscape Carburetor/ Amazon		01-445-4532	Tree Service	BR05272022 BR05272022		06/28/2022 06/28/2022
Back Rack- Truck 164/ Backrack.com		01-445-4510 01-445-4511	Equipment/IT Maint Vehicle Repair and Maint	BR05272022 BR05272022		06/28/2022
AWWA Dues- Kennedy/ AWWA.org		01-445-4311	Dues & Meetings	BR05272022 BR05272022		06/28/2022
Car Downpayment/ Huntley Ford		71-430-4869	Vehicles	BR05272022 BR05272022		06/28/2022
Car Downpayment Refund/ Huntley Ford		71-430-4869	Vehicles	BR05272022 BR05272022		06/28/2022
Color Film Plastic/ Amazon		01-490-4761	Beautification Committee	BR05272022 BR05272022		06/28/2022
APWA Expo- PW/ R&B Productions		01-445-4370	Conferences & Travel	BR05272022		06/28/2022
Oudoor Lights/ Amazon		01-490-4761	Beautification Committee	BR05272022		06/28/2022
2 Cycle Oil/ Amazon		01-445-4511	Vehicle Repair and Maint	BR05272022		06/28/2022
Plastic Kneeler Board/ Carroll Dist		01-445-4870	Equipment	BR05272022		06/28/2022
Decorations/ Amazon		01-490-4761	Beautification Committee	BR05272022		06/28/2022
Decorations/ Amazon	757.79	01-490-4761	Beautification Committee	BR05272022	- 5/25/2022	06/28/2022
GMIS Conf- Meal/ Kentucky Fried Chicken	8.55	01-430-4380	Training & Testing	DA05272022	2-4/26/2022	06/28/2022
Wacky Wavy Balloon Arm Guy- NA Days/ Am	1,194.00	15-430-4751	North Aurora Days Expenses	DA05272022	2-5/2/2022	06/28/2022
Silo Camera Stream/ Ibeam Construction	50.00	01-430-4799	Misc.	DA05272022	2-5/5/2022	06/28/2022
Zebra Printer Batteries- PD/ Amazon	178.89	01-440-4411	Office Expenses	DA05272022	2-5/2/2022	06/28/2022
Credit/ Amazon	-10.74	01-430-4420	IT Supplies	DA05272022	2-5/6/2022	06/28/2022
American Water Works Security Training/ IL A'	72.00	01-430-4380	Training & Testing	DA05272022	2-5/9/2022	06/28/2022
Wacky Wavy Balloon Arm Guy (5)/ Amazon	995.00	15-430-4751	North Aurora Days Expenses	DA05272022	2-5/9/2022	06/28/2022
Laptop- IT Mgr/ NewEgg	1,740.43	71-430-4870	Equipment	DA05272022	2-5/13/2022	06/28/2022
Universal Laptop Docking Station/ Amazon	88.15	71-430-4870	Equipment	DA05272022	2-5/18/2022	06/28/2022
Universal Laptop Docking Station/ Amazon	203.00	71-430-4870	Equipment	DA05272022	2-5/20/2022	06/28/2022
Spam Software/ CBI Vam Soft	436.59	01-430-4510	Equipment/IT Maint	DA05272022	2-5/21/2022	06/28/2022
Tax Credit/ NewEgg		71-430-4870	Equipment	DA05272022	2-5/24/2022	06/28/2022
8 Port Hub SADA System- Water/ Amazon	31.98	60-445-4567	Treatment Plant Repair/Maint	DA05272022		06/28/2022
Evidence Supplies/ Target		01-440-4557	Evidence Processing	DC05272022		06/28/2022
Evidence Supplies/ Home Depot		01-440-4557	Evidence Processing	DC05272022		06/28/2022
Breaching Equipment/ Amazon		01-440-4555	Investigations	DC05272022		06/28/2022
Baseballs For Comm Events/ Dick's Sporting G		01-440-4498	Community Service	DF05272022		06/28/2022
Range Supplies/ Home Depot		01-440-4383	Firearm Training	DF05272022		06/28/2022
Firearms/ Brownell		01-440-4383	Firearm Training	DF05272022		06/28/2022
Flag Pins/ Galls		01-440-4160	Uniform Allowance	JD05272022-		06/28/2022
Office Supplies/ Office Depot		01-440-4411	Office Expenses	JD05272022-		06/28/2022
Office Supplies/ Office Depot		01-440-4411	Office Expenses	JD05272022-		06/28/2022
Door Blockers/ Militaur		01-440-4870	Equipment	JD05272022-		06/28/2022
Training Class X2/ Force Science	-	01-440-4380	Training Office Expenses	JD05272022-		06/28/2022
Office Supplies/ Office Depot		01-440-4411	Office Expenses	JD05272022-		06/28/2022
Office Supplies/ Office Depot		01-440-4411	Office Expenses	JD05272022-		06/28/2022
Office Supplies/ Office Depot		01-440-4411	Office Expenses Office Expenses	JD05272022-		06/28/2022
Office Supplies/ Office Depot		01-440-4411 01-440-4380	1	JD05272022- JG05272022-		06/28/2022
Supervisor 2 Wk Training/ NU CPS Registratio	1,000.00	01-440-4380	Training	JG052/2022-	-14/2//2022	06/28/2022

AP-To Be Paid Proof List (06/28/2022 - 12:32 PM)

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
COP Training- Hotel/ Kensington Ct	399.60	01-440-4370	Conferences & Travel	JG05272022	2-(4/27/2022	06/28/2022
Negotiator Conf- Hotel/ Element	376.38	01-440-4370	Conferences & Travel	JG05272022	2-(4/30/2022	06/28/2022
Negotiator Conf- Hotel/ Element	376.38	01-440-4370	Conferences & Travel	JG05272022	2-(4/30/2022	06/28/2022
Firearms Training- Hotel/ I Hotel	977.45	01-440-4370	Conferences & Travel	JG05272022	2-(4/29/2022	06/28/2022
TLO Search Database/ TLO Transunion	184.00	01-440-4555	Investigations	JG05272022	JG05272022-(5/2/2022	
Background, Hiring Database/ IN Guardian All	368.00	01-440-4555	Investigations	JG05272022	2-( 5/2/2022	06/28/2022
Transcription Service/ Net Transcript		01-440-4555	Investigations	JG05272022		06/28/2022
Tactical Shirts For Gang Officers/ SP 13 Fifty C		01-440-4555	Investigations	JG05272022		06/28/2022
Yearly Membership/ National Assoc Of SRO	40.00		Dues & Meetings		2-15/12/2022	06/28/2022
Investigations Polos- New Detectives/ Cops Plu		01-440-4555	Investigations		2-15/10/2022	06/28/2022
Investigations Apps For IPAD, Iphone/ Apple.c	10.61		Investigations	JG05272022		06/28/2022
Robinson Carseat Class/ Safe Kids Worldwide	95.00		Training Evidence Processing	MQ0527202		06/28/2022
Dental Stone For Evidence/ CIA Medical Investigations Camera/ Adorama Inc	1,118.91	01-440-4557 01-440-4555	Evidence Processing Investigations	MQ0527202 MQ0527202		06/28/2022 06/28/2022
Investigations Camera/ Adorama Inc	<i>,</i>	01-440-4555	Investigations	MQ0527202 MQ0527202		06/28/2022
Evidence Processings/ Peavey Corp		01-440-4557	Evidence Processing	MQ0527202		06/28/2022
Investigations Camera/ Adorama Inc		01-440-4555	Investigations	MQ0527202		06/28/2022
Dental Stone For Evidence/ CIA Medical	253.73		Evidence Processing	MQ0527202		06/28/2022
Evidence Processing/ Office Depot	69.40		Evidence Processing	MQ0527202		06/28/2022
Evidence Processing/ Office Max	73.74	01-440-4557	Evidence Processing	-	2 5/23/2022	06/28/2022
Evidence Processing/ Office Max	104.76	01-440-4557	Evidence Processing	MQ0527202		06/28/2022
Dental Stone For Evidence/ CIA Medical	-229.10	01-440-4557	Evidence Processing	MQ0527202		06/28/2022
APA National Conf Hotel/ Marriott	1,303.60	01-441-4380	Training	MT0527202	MT05272022 4/30/2022	
Annual Permit Fee/ USPS	265.00	60-445-4505	Postage	PY05272022	2- 5/4/2022	06/28/2022
Professional Dev Virtual Event/ ILCMA	20.00	01-430-4380	Training & Testing	SB05272022	2-15/3/2022	06/28/2022
Televisions For PD (1)/ Target	637.49	01-440-4411	Office Expenses	SB05272022	2-15/17/2022	06/28/2022
Televisions For PD (4)/ Target	2,549.96	01-440-4411	Office Expenses	SB05272022	2-15/17/2022	06/28/2022
I-Pass Replenishment/ IL Tollway	10.00	01-430-4370	Conferences & Travel	SB05272022	2-15/17/2022	06/28/2022
Traffic Direction Beacons (10)/ Guardian Angel	908.89	01-440-4558	Emergency Management	SBZ0527202	224/24/2022	06/28/2022
Total:	27,036.38	*Vendor Total				
Illinois State Police Bureau of						
041810 Liquor License Fingerprinting	141.25	01-440-4799	Misc.	COST CTR	0.5/1/2022	06/28/2022
Total:	141.25	*Vendor Total				
Kane County Animal Control						
031620						
Animal Pick Up	160.00	01-440-4523	Animal Control	06072022	6/7/2022	06/28/2022
Total:	160.00	*Vendor Total				
Konica Minolta						
024860						
Copier Maint 5/1/22 - 5/31/22	123.86	01-440-4510	Equipment/IT Maint	280422280	5/31/2022	06/28/2022
Copier Maint 5/1/22 - 5/31/22	71.15	01-440-4510	Equipment/IT Maint	280422453	5/31/2022	06/28/2022
Copier Maint 5/1/22 - 5/31/22		01-440-4510	Equipment/IT Maint	280422454	5/31/2022	06/28/2022
Copier Maint 5/1/22 - 5/31/22		01-440-4510	Equipment/IT Maint	280423195	5/31/2022	06/28/2022
Copier Maint 5/1/22 - 5/31/22		01-440-4510	Equipment/IT Maint	280426147	5/31/2022	06/28/2022
Copier Maint 5/1/22 - 5/31/22	32.36	01-440-4510	Equipment/IT Maint	280428903	5/31/2022	06/28/2022
Total:	432.43	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Motorola Solutions- STARCOM21						
002980 STARCOM- June 2022	480.00	01-440-4652	Phones and Connectivity	6584420220	516/1/2022	06/28/2022
— Total:	480.00	*Vendor Total				
North East Multi-Regional						
001520 Training- Peat	300.00	01-440-4380	Training	304477	5/27/2022	06/28/2022
 Total:	300.00	*Vendor Total				
Petty Cash, Mandy Flatt						
000900 County Notary Fee- Hansen	5.00	01-441-4799	Misc. Expenditures	04182022	4/18/2022	06/28/2022
KCWA Lunch		60-445-4390	Dues & Meetings	04182022	4/18/2022	06/28/2022
Juniper Bush Replacemet		60-445-4799	Misc. Expenditures	05022022	5/2/2022	06/28/2022
Shrubs	43.26	60-445-4799	Misc. Expenditures	05202022	5/20/2022	06/28/2022
CDL Reimb- Murphy	61.35	01-445-4799	Misc. Expenditures	05272022	5/27/2022	06/28/2022
Total:	205.83	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Machine Rental- VH 1/1 - 6/30		01-430-4505	Postage	0010672850		06/28/2022
Postage Machine Rental- VH 1/1 - 6/30		01-445-4505	Postage	0010672850		06/28/2022
Postage Machine Rental- VH 1/1 - 6/30 Postage Machine Rental- VH 1/1 - 6/30		60-445-4505 01-441-4505	Postage Postage	0010672850-( 6/10/2022 0010672850-( 6/10/2022		06/28/2022 06/28/2022
Postage Machine Rental- VH 4/1 - 6/30		01-430-4505	Postage	1020886806		06/28/2022
Postage Machine Rental- VH $4/1 - 6/30$		01-445-4505	Postage	1020886806		06/28/2022
Postage Machine Rental- VH 4/1 - 6/30		60-445-4505	Postage	1020886806		06/28/2022
Postage Machine Rental- VH 4/1 - 6/30	47.25	01-441-4505	Postage	1020886806	-( 6/10/2022	06/28/2022
— Total:	280.86	*Vendor Total				
Russo Power Equipment Inc.						
036290	04.00	01 445 4520		CD1104000	1 4/20/2022	0.6 10.0 10.000
Credit From Check #94287 Credit From Check #93475		01-445-4530 01-445-4530	Public Grounds/Parks Maint Public Grounds/Parks Maint	SPI1104022		06/28/2022 06/28/2022
Credit From PCM1002113		01-445-4530	Public Grounds/Parks Maint Public Grounds/Parks Maint	SPI1104022 SPI1104022		06/28/2022
Grass Seed, Fertilizer		01-445-4530	Public Grounds/Parks Maint	SPI1104022 SPI1104022		06/28/2022
 Total:	109.97	*Vendor Total				
Schuler & Shook, Inc.						
467678						
Services For Silo 4/16 - 5/15	2,725.00	12-438-4280	Professional/Consulting Fees	1753.03-1	5/31/2022	06/28/2022
Total:	2,725.00	*Vendor Total				
Stanley Access Technologies, LLC						
Stanley Access Technologies, LLC 041130 Garage Door Repair	2 010 00	01-440-4510	Equipment/IT Maint	906218460	7/3/2021	06/28/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	 Total:	2,010.00	*Vendor Total				
Van's Lock & Key Servic 005070 Dept Keys (5)- PD	r <b>e, Inc.</b> — Total:		01-440-4799 *Vendor Total	Misc.	97616	6/6/2022	06/28/2022
	– Report Total:	36,782.06					

### Accounts Payable To Be Paid Proof List

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Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
A.I.D. Victims Services Program 034850							
Contract Social Worker		35,000.00	01-440-4498	Community Service	04212022	4/21/2022	06/28/2022
	– Total:	35,000.00	*Vendor Total				
<b>Animal Quest Entertainment</b> 468307							
Frankie The Dinosaur Deposit- NA	Days 2022	150.00	15-430-4751	North Aurora Days Expenses	06232022	6/23/2022	06/28/2022
	Total:	150.00	*Vendor Total				
Aurora Regional 034120							
Annual Membership Renewal		480.00	01-410-4390	Dues & Meetings	239942	6/15/2022	06/28/2022
	Total:	480.00	*Vendor Total				
<b>BDK Door Company</b> 030150							
Garage Door Check- ETP		280.00	60-445-4567	Treatment Plant Repair/Maint	805061859	6/9/2022	06/28/2022
	Total:	280.00	*Vendor Total				
<b>Carus Corporation</b> 033300							
HMO Chems- WTP		1,182.00	60-445-4437	Chlorine	SLS 1010100	0:6/8/2022	06/28/2022
	Total:	1,182.00	*Vendor Total				
Euclid Managers 049670							
Short-Term Disability/ July 2022		433.38	01-000-2057	Short-Term Disability	06132022	6/13/2022	06/28/2022
	Total:	433.38	*Vendor Total				
Fifth Third Bank							
028450 Fertilizer/ Amazon			01-490-4761	Beautification Committee	BR05272022		06/28/2022
Movie Rights For Movie In Park Ro	ental	465.00	01-490-4759	Community Events	SB05272022	- 5/17/2022	06/28/2022
	Total:	564.86	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Global Water Technology, Inc.						
467862 Monthly Water Treatm- PD & VH/ June 2022	200.00	01-445-4520	Public Buildings Rpr & Mtce	67969	6/15/2022	06/28/2022
– Total:	200.00	*Vendor Total				
Harris Computer Systems						
041620 City View Annual Maint 9/1/22 - 8/31-23	19,153.39	01-430-4510	Equipment/IT Maint	MUNMN000	0(6/21/2022	06/28/2022
- Total:	19,153.39	*Vendor Total				
Intergovernmental Personnel Benefit Cooperat	tive					
467637	25 702 22	01 440 4120	YY 1.4 Y	0(170000 01	(117/2022)	0.6/20/2022
Health Insurance- PD/ June 2022	,	01-440-4130	Health Insurance	06172022-01		06/28/2022
Health Insurance- Admin/ June 2022	,	01-430-4130	Health Insurance PSEBA Health Insurance	06172022-02		06/28/2022
Health Insurance- PSEBA/ June 2022 Health Insurance- ComDev/ June 2022	,	01-430-4132 01-441-4130	Health Insurance	06172022-03 06172022-04		06/28/2022 06/28/2022
Health Insurance- PW/ June 2022	,	01-441-4130	Health Insurance	06172022-04		06/28/2022
Health Insurance- Water/ June 2022	· ·	60-445-4130	Health Insurance	06172022-05		06/28/2022
Health Insurance- Retirees/ June 2022	,	01-000-2055	Payroll Deductions	06172022-00		06/28/2022
Health Insurance- Police Pension/ June 2022	,	01-000-2055	Payroll Deductions	06172022-08		06/28/2022
Dental Insurance- Admin/ June 2022	,	01-430-4136	Dental Insurance	06172022-09		06/28/2022
Dental Insurance- ComDev/ June 2022		01-441-4136	Dental Insurance	06172022-09		06/28/2022
Dental Insurance- PD/ June 2022		01-440-4136	Dental Insurance	06172022-10		06/28/2022
Dental Insurance- PW/ June 2022		01-445-4136	Dental Insurance	06172022-12		06/28/2022
Dental Insurance- Water/ June 2022		60-445-4136	Dental Insurance	06172022-13		06/28/2022
Dental Insurance- Employee/ June 2022		01-000-2054	Insurance Employee Reimburse			06/28/2022
Life Insurance- PD/ June 2022	,	01-440-4135	Life Insurance	06172022-15		06/28/2022
Life Insurance- PW/ June 2022		01-445-4135	Life Insurance	06172022-16		06/28/2022
Life Insurance- Admin/ June 2022		01-430-4135	Life Insurance	06172022-17		06/28/2022
Life Insurance- ComDev/ June 2022		01-441-4135	Life Insurance	06172022-18		06/28/2022
Life Insurance- Water/ June 2022		60-445-4135	Life Insurance	06172022-19		06/28/2022
Vision/ June 2022		01-000-2056	VSP - Employee Contributions	06172022-20		06/28/2022
Voluntary Life/ June 2022		01-000-2052	Voluntary Life Insurance	06172022-21		06/28/2022
- Total:	79,685.49	*Vendor Total				
JSN Contractors Supply						
041440 Gloves (12), Ear Plugs, Shovel	220.10	01-445-4870	Equipment	85530	6/8/2022	06/28/2022
- Total:	220.10	*Vendor Total				
Lexipol, LLC						
047050						
Yearly Fee	5,046.55	01-440-4380	Training	INVLEX959	2 5/1/2022	06/28/2022
Yearly Fee	5,046.55	01-440-4390	Dues & Meetings	INVLEX959	2 5/1/2022	06/28/2022
Total:	10,093.10	*Vendor Total				
Menards						
016070	147 20	(0 115 15(7	Transforment DL ( D ) 0.6	95004	(10/2022	0(12012022
Safety Equip & Supplies- TPs		60-445-4567	Treatment Plant Repair/Maint	85994	6/9/2022	06/28/2022
Parts For Watering Wand		01-490-4761	Beautification Committee	86251	6/13/2022	06/28/2022
Office, TV Supplies	50.06	01-430-4420	IT Supplies	86338	6/14/2022	06/28/2022

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Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Misc Tools- TPs	114.87	60-445-4567	Treatment Plant Repair/Maint	86419	6/15/2022	06/28/2022
- Total:	382.70	*Vendor Total				
Paddock Publications						
044240 Subscription 5/14 - 7/8	72.80	01-430-4411	Office Expenses	05142022	5/14/2022	06/28/2022
- Total:	72.80	*Vendor Total				
Peerless Network, Inc						
468245 PRI Village Hall/ PD	418.61	01-440-4652	Phones and Connectivity	533176	6/15/2022	06/28/2022
- Total:	418.61	*Vendor Total				
Petty Cash, Mandy Flatt						
000900 Water Bottles For Mayor's Office	12.96	01-410-4411	Office Expenses	06082022	6/8/2022	06/28/2022
Concrete Mixer Rental Reimb- Pepper		01-445-4543	Sidewalks Rpr & Mtce	06132022	6/13/2022	06/28/2022
Lemonade For Meet The Mayor		01-440-4799	Misc.	06162022-01		06/28/2022
Soda & Water For Chief Retirement Party		01-440-4799	Misc.	06162022-02		06/28/2022
Photo For Chief Retirement		01-440-4799	Misc.	06162022-03		06/28/2022
PD Chief Gift Bag & Gift		01-440-4799	Misc.	06202022	6/20/2022	06/28/2022
Total:	142.23	*Vendor Total				
Porter Lee Corporation						
468005 Annual Software Support- July 2022 - June 202	1,375.00	01-440-4510	Equipment/IT Maint	27004	6/1/2022	06/28/2022
Total:	1,375.00	*Vendor Total				
Springbrook Software LLC						
467920 CivicPay Online Subscr 8/1/22 - 7/31/23	3,480.00	60-445-4510	Equipment/IT Maint	INV-009693	6/13/2022	06/28/2022
- Total:	3,480.00	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone 6/13- 7/12	36.01		Phones and Connectivity	9908751097-		06/28/2022
Cell Phone 6/13- 7/12		01-445-4652	Phones and Connectivity	9908751097-		06/28/2022
Cell Phone 6/13- 7/12		01-440-4652	Phones and Connectivity	9908751097-		06/28/2022
Cell Phone 6/13- 7/12		01-430-4652	Phones and Connectivity	9908751098-		06/28/2022
Cell Phone 6/13- 7/12		01-445-4652	Phones and Connectivity	9908751098-		06/28/2022
Cell Phone 6/13- 7/12		60-445-4652	Phones and Connectivity	9908751098-		06/28/2022
Cell Phone 6/13- 7/12		01-441-4652	Phones and Connectivity	9908751098-		06/28/2022
Cell Phone 6/13- 7/12		01-440-4652	Phones and Connectivity	9908751098-		06/28/2022
Cell Phone 6/13- 7/12		01-430-4652	Phones and Connectivity	9908751099-		06/28/2022
Cell Phone 6/13- 7/12		01-445-4652	Phones and Connectivity	9908751099-		06/28/2022
Cell Phone 6/13- 7/12		60-445-4652	Phones and Connectivity	9908751099-		06/28/2022
Cell Phone 6/13-7/12	294.39	01-440-4652	Phones and Connectivity	9908751099-	(6/12/2022	06/28/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	 Total:	1,533.21	*Vendor Total				
Weblinx Incorporated 031420 Website Maint- June 2022	– Total:		01-430-4512 *Vendor Total	Website Maintenance	31542	6/3/2022	06/28/2022
	– Report Total:	155,046.87					

# Accounts Payable

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Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aurora Area Convention						
003770 NA Hatal Tay/ May 2022	2 020 02	15 420 4752	00% Tourism Council	06122022	6/12/2022	07/18/2022
NA Hotel Tax/ May 2022 Akshar Hotel Tax/ May 2022	,	15-430-4752 15-430-4752	90% Tourism Council 90% Tourism Council	06132022 06242022	6/13/2022 6/24/2022	07/18/2022 07/18/2022
Akshai Hotel Tax/ Way 2022	5,722.10	15-450-4752	John Tourisin Council	00242022	0/24/2022	07/10/2022
Tota	1: 6,551.99	*Vendor Total				
C. O. P. S. Testing Service						
010080						
Polygraph- Cook	160.00	01-439-4380	Recruit Testing	107236	5/10/2022	07/18/2022
Tota	1: 160.00	*Vendor Total				
Camic Johnson, LTD. 03989						
Admin Hearing 5.18.22	350.00	01-440-4260	Legal	137	5/27/2022	07/18/2022
			.6			
Tota	1: 350.00	*Vendor Total				
Cintas Corporation						
041590						
First Aid Supplies- PD	126.31	01-440-4870	Equipment	5108336783	5/13/2022	07/18/2022
Tota	l: 126.31	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Srvcs- CommDev/ May 2022	757.59	01-441-4260	Legal	1570	5/31/2022	07/18/2022
Legal Srvcs- AP Water Usage/ May 2022	1,100.00	90-000-E248	Aurora Packing Company	1571	5/31/2022	07/18/2022
Legal Srvcs- Seasons/ May 2022	1,230.83	90-000-E270	Seasons at North Aurora	1578	5/31/2022	07/18/2022
Legal Srvcs- Gen, Fin, Admin/ May 2022	2,161.41	01-430-4260	Legal	1764	5/31/2022	07/18/2022
Legal Srvcs- PD/ May 2022	1,285.75	01-440-4260	Legal	1765	5/31/2022	07/18/2022
Legal Srvcs- PW/ May 2022	308.33	01-445-4260	Legal	1766	5/31/2022	07/18/2022
Tota	l: 6,843.91	*Vendor Total				
Duke & Lee's Johnson's Garage & Tow	ing, Inc.					
045190 Truck Repairs- Truck #165	125.00	01 445 4511	Vahiela Panair and Maint	076359	2/2/2022	07/18/2022
Truck Repairs- Truck #165		01-445-4511 01-445-4511	Vehicle Repair and Maint Vehicle Repair and Maint	076359 076543	2/2/2022 2/24/2022	07/18/2022
reputs from 1100			. incre reepan und munit	0,0015		5111012022
Tota	1: 930.39	*Vendor Total				

**Dynegy Energy Services** 048750

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Well #7 5/20 - 6/8		,	60-445-4662	Utility	14653112206	6/21/2022	07/18/2022
Well #4/ WTP 5/11 - 6/7		,	60-445-4662	Utility	14653112206		07/18/2022
Well #5/ ETP 5/12 - 6/8		,	60-445-4662	Utility	14653112206		07/18/2022
Well #8 5/10 - 6/6 Well #6 5/9 - 6/5		,	60-445-4662 60-445-4662	Utility	14653112206 14653112206		07/18/2022 07/18/2022
weii #0 5/9 - 0/3		2,042.37	00-443-4002	Utility	14033112200	0/21/2022	07/18/2022
	Total:	20,713.62	*Vendor Total				
Engineering Enterprises, Inc.							
467917 Orchard Gateway Phase 1		9 214 75	21-450-4255	Engineering	74454	6/27/2022	07/18/2022
Construction Eng Road Program		,	21-450-4255	Engineering	74455	6/27/2022	07/18/2022
Airport & 31 Prelim Engineering			12-438-4255	Engineering	74456	6/27/2022	07/18/2022
22 Road Program Phase 3		<i>,</i>	21-450-4255	Engineering	74457	6/27/2022	07/18/2022
	Total:	79,057.75	*Vendor Total				
FOX METRO							
045480							
Sewer Bill- VH 3/31 - 5/31		71.40	01-445-4662	Utility	N02-0164	6/27/2022	07/18/2022
Sewer Bill- PW Garage 3/31 - 5/31		42.84	01-445-4662	Utility	N02-5182	6/27/2022	07/18/2022
Sewer Bill- PD 3/31 - 5/31		64.26	01-445-4662	Utility	N02-5784	6/27/2022	07/18/2022
	Total:	178.50	*Vendor Total				
Geneva Construction Co.							
000530 22 Road Program Construction		106,587.00	21-450-4875	Capital Improvements	60078	6/27/2022	07/18/2022
C C	Total:	106 587 00	*Vendor Total				
	Iotal.	100,387.00	venuor rotar				
North Aurora NAPA, Inc. 038730							
Squad Parts		181.57	01-440-4511	Vehicle Repair and Maint	408058	4/11/2022	07/18/2022
Squad Parts		823.32	01-440-4511	Vehicle Repair and Maint	410979	5/16/2022	07/18/2022
Accessory Plugs			01-445-4511	Vehicle Repair and Maint	411999	5/26/2022	07/18/2022
	Total:	1,008.52	*Vendor Total				
Office Depot							
039370 Ofice Supplies		22.05	01-441-4411	Office Expenses	24527955500	5/25/2022	07/18/2022
Once Supplies			01-441-4411	Office Expenses	24327935300	512512022	07/18/2022
	Total:	22.95	*Vendor Total				
Rempe Sharpe & Associates							
000970 Eng Srvcs- Research/ May 2022		154 50	60-445-4255	Engineering	28457	6/17/2022	07/18/2022
Eng Srvcs- 2nd Plan Rvw/ May 2022	) <b>?</b>		90-000-E240	Lincoln Valley Plan Review	28457	6/17/2022	07/18/2022
Eng Srvcs- Plan Reviews/ May 202			90-000-E240 01-441-4276	Inspection Services	28458-01	6/17/2022	07/18/2022
Eng Srvcs- AT&T Review/ May 202			90-000-E267	Velex - AT&T Antenna	28459 28459	6/17/2022	07/18/2022
	Total:	1,600.53	*Vendor Total				
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Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Sugar Grove Developme</b> 039730 Car Washes - May	ent –	282.00	01-440-4511	Vehicle Repair and Maint	181	6/1/2022	07/18/2022
	Total:	282.00	*Vendor Total				
<b>Technology Managemen</b> 007390	t Rev Fund	702.00	01 440 4652		T2220002	(121/2022)	07/10/2022
IWIN	– Total:		01-440-4652 *Vendor Total	Phones and Connectivity	T2230002	6/21/2022	07/18/2022
Village of Montgomery 047080 LEADS - April 22		471.20	01-440-4652	Phones and Connectivity	LEAD00001	4 6/16/2022	07/18/2022
	Total:	471.20	*Vendor Total	, , , , , , , , , , , , , , , , , , ,			
Williams Associates Arc 024930	hitects, Ltd.						
Validation Phase		3,558.05	21-452-4501	Contractual Services	0021036	6/22/2022	07/18/2022
	Total:	3,558.05	*Vendor Total				
	Report Total:	229,166.04					

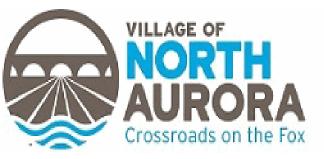
# Accounts Payable

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Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
ABC Carpet 038040	1 850 00	01 445 4520	Dublia Duildinga Dura & Mara	0(212022.01	(121/2022	07/18/2022
Carpet Cleaning- PD Carpet Cleaning- VH	· · · · · · · · · · · · · · · · · · ·	01-445-4520 01-445-4520	Public Buildings Rpr & Mtce Public Buildings Rpr & Mtce	06212022-01 06212022-02		07/18/2022 07/18/2022
Tot	al: 3,300.00	*Vendor Total				
AIM 046510						
Flex125 - June 22	154.00	01-430-4267	Finance Services	00036069	7/1/2022	07/18/2022
Tot	al: 154.00	*Vendor Total				
American Water Works Assn. 007050						
Membership Dues- Kick	85.00	60-445-4390	Dues & Meetings	7001996501	1/27/2022	07/18/2022
Tot	al: 85.00	*Vendor Total				
Anderson Pest Solutions						
Pest Control- VH	103.95	01-445-4520	Public Buildings Rpr & Mtce	25244210	7/3/2022	07/18/2022
Pest Control- PD		01-445-4520	Public Buildings Rpr & Mtce	25246339	7/3/2022	07/18/2022
Pest Control- TPs Pest Control- Quarterly Barrier Treatm		60-445-4567 60-445-4565	Treatment Plant Repair/Maint Water Well Rpr & Mtce	25246635 2524667	7/3/2022 7/3/2022	07/18/2022 07/18/2022
Pest Control- Well #5		60-445-4565	Water Well Rpr & Mtce	25248030	7/3/2022	07/18/2022
Tot	al: 499.90	*Vendor Total				
<b>Animal Quest Entertainment</b> 468307						
Frankie The Dino- NA Days/ Final	343.00	15-430-4751	North Aurora Days Expenses	07052022	7/5/2022	07/18/2022
Tot	al: 343.00	*Vendor Total				
<b>Aurora Fastprint</b> 029610						
Business Cards- Wagner	62.11	01-430-4507	Printing	36343	6/14/2022	07/18/2022
Tot	al: 62.11	*Vendor Total				
<b>Camic Johnson, LTD.</b> 03989						
Legal Fees	350.00	01-440-4260	Legal	138	6/30/2022	07/18/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	350.00	*Vendor Total				
Captial Printing & Die Cutting, Ind	c						
468305 Squad Crambias		211.69	01-440-4411	Office European	INV-920	6/20/2022	07/18/2022
Squad Graphics Office Signage			01-440-4411	Office Expenses Office Expenses	INV-920 INV-984	7/1/2022	07/18/2022
	Total:	489.18	*Vendor Total				
Carus Corporation							
033300 HMO Chemicals- WTP		1 607 26	60 115 1127	Chlorine	ST S 1010140	x 6/20/2022	07/18/2022
HMO Chemicals- ETP		<i>,</i>	60-445-4437 60-445-4437	Chlorine	SLS 1010149 SLS 1010149		07/18/2022
HMO Chemicals- ETP		<i>,</i>	60-445-4437	Chlorine	SLS 1010145		07/18/2022
	Total:	3,740.48	*Vendor Total				
Cintas Corporation							
041590 Towel & Rug Cleaning, RW Garage		16 06	01-445-4520	Dublic Buildings Dry & Mt	4123077519	6/21/2022	07/18/2022
Towel & Rug Cleaning- PW Garage First Aid Supplies- PD			01-445-4520 01-440-4870	Public Buildings Rpr & Mtce Equipment	4123077519 5112145191		07/18/2022
First Aid Kit Supplies- PW Garage			01-445-4870	Equipment	51133567115		07/18/2022
	Total:	339.54	*Vendor Total				
CivicPlus, LLC							
468290 Code Ordinance Supplemental Pages	5	738.99	01-410-4260	Legal	230323	6/24/2022	07/18/2022
	Total:	738.99	*Vendor Total				
Commercial Tire Services, Inc.							
038680							
Truck 178 Tires New Tires (4)			01-445-4511 01-440-4511	Vehicle Repair and Maint Vehicle Repair and Maint	3330034912 3330034989		07/18/2022 07/18/2022
	Total:	1,522.64	*Vendor Total				
Commonwealth Edison							
000330		0.01	10 445 4660		0705002072	(17/2022	07/10/2022
Street Lights/ 355 Moorfield Street Lights/ 1197 Comiskey		8.01 8.01	10-445-4660 10-445-4660	Street Lighting and Poles Street Lighting and Poles	0795092063 0903075187		07/18/2022 07/18/2022
Street Lights/ 1197 Comiskey			10-445-4660	Street Lighting and Poles	1743032047		07/18/2022
Street Lights/ 211 River Rd			10-445-4660	Street Lighting and Poles	4007024020		07/18/2022
	Total:	2,653.27	*Vendor Total				
D. R. Horton							
052580 Bond Paturn 1360 Hearthstone		5 000 00	00 000 2225	Due To Others Demos DJ	1201700002	4/1/2022	07/18/2022
Bond Return 1360 Hearthstone			90-000-2225 90-000-2225	Due To Others - Damage Bond Due To Others - Damage Bond	1201700092 1201700522		07/18/2022 07/18/2022
Bond Keturn 177 Windstone		5,000.00	20 000 2223	Sue to Sullers Dullage Dolla		1/1/2022	0111012022
Bond Return 127 Windstone Bond Return 71 Windstone		5,000.00	90-000-2225	Due To Others - Damage Bond	1201700544	4/1/2022	07/18/2022

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Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Bond Return 1368 Hearthstone Bond Return 47 Windstone Bond Return 1384 Hearthstone Bond Return 1376 Hearthstone Bond Return 1400 Hearthstone Bond Return 150 Windstone Bond Return 1416 Hearthstone Bond Return 1424 Hearthstone	_	5,000.00 5,000.00 5,000.00 5,000.00 5,000.00 5,000.00	90-000-2225 90-000-2225 90-000-2225 90-000-2225 90-000-2225 90-000-2225 90-000-2225 90-000-2225	Due To Others - Damage Bond Due To Others - Damage Bond	1201700548 1201700549 1201700550 1201700551 1201700763 1201800004 1201800109 1201800111	4/2/2022 4/1/2022 4/1/2022 4/4/2022	07/18/2022 07/18/2022 07/18/2022 07/18/2022 07/18/2022 07/18/2022 07/18/2022 07/18/2022
	Total:	60,000.00	*Vendor Total				
<b>Daniel Cortez Ruiz</b> 468311 Mailbox Reimbursement		53.85	01-445-4799	Misc. Expenditures	06282022	6/28/2022	07/18/2022
	Total:	53.85	*Vendor Total	-			
<b>Debra Bradley</b> 468310 Water Credit Refund Sewer Maint Credit Refund		14.67	60-320-3340 18-320-3350	Water Collections Sewer Collection	06152022-01 06152022-02		07/18/2022 07/18/2022
	Total:		*Vendor Total		00102022 02	0,10,2022	0,,,10,2022
<b>Duke &amp; Lee's Johnson's Garage</b> 045190 Squad Repair	& Towing, Inc.  Total:	1,857.28	01-440-4511 *Vendor Total	Vehicle Repair and Maint	077400	6/21/2022	07/18/2022
<b>Dynegy Energy Services</b> 048750 Well #9 5/20 - 6/16	_	4,702.92	60-445-4662	Utility	14653112206	6/21/2022	07/18/2022
	Total:	4,702.92	*Vendor Total				
Feece Oil 031060 Mid-Grade Fuel	 Total:		71-000-1340 *Vendor Total	Gas/Diesel Escrow	3891831	6/18/2022	07/18/2022
Frank Marshall Electric							
028510 Surge Protection- VH Flag Pole Light- VH Electric Issue Repair- ETP Conduit & Intallation- ETP Extterior Lights & Repair- ETP GFI Receptacles Replacement- Riv	verfront Park	1,536.00 506.25 1,864.00 1,085.60 442.58	01-445-4530 01-445-4530 60-445-4567 60-445-4567 60-445-4567 01-445-4530 *Vendor Total	Public Grounds/Parks Maint Public Grounds/Parks Maint Treatment Plant Repair/Maint Treatment Plant Repair/Maint Treatment Plant Repair/Maint Public Grounds/Parks Maint	91236 91237 91240 91249 91250 91254	6/10/2022 6/10/2022 6/13/2022 6/22/2022 6/22/2022 6/23/2022	07/18/2022 07/18/2022 07/18/2022 07/18/2022 07/18/2022 07/18/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Frontline Public Safety Solutions 467850 Annual Software Renewal		2,100.00	01-440-4510	Equipment/IT Maint	FL40827	5/21/2022	07/18/2022
1	Fotal:	2,100.00	*Vendor Total				
Geneva Construction Co.							
000530 2022 Road Program Construction		857,813.13	21-450-4875	Capital Improvements	60078	6/27/2022	07/18/2022
1	Fotal:	857,813.13	*Vendor Total				
Grin And Wear It 047230							
Face Painting, Balloon Art- NA Days/	Final	3,670.00	15-430-4751	North Aurora Days Expenses	07112022	7/11/2022	07/18/2022
1	Fotal:	3,670.00	*Vendor Total				
Harners Bakery And Restaurant 025570							
Chief Retirement Food		83.64	01-440-4799	Misc.	3214	6/24/2022	07/18/2022
1	Fotal:	83.64	*Vendor Total				
Heather Woods 468316 Water Credit Refund		110.85	60-320-3340	Water Collections	07062022-01	7/6/2022	07/18/2022
Sewer Maint Credit Refund			18-320-3350	Sewer Collection	07062022-01		07/18/2022
1	Fotal:	114.63	*Vendor Total				
Hello Weekend Partnership 468314							
Hello Weekend- NA Days/ Final			15-430-4751	North Aurora Days Expenses	06282022	6/28/2022	07/18/2022
1	Fotal:	4,050.00	*Vendor Total				
ILCMA 019310 Job Ad - PT IT Tech		50.00	01-430-4506	Publishing/Advertising	3699	6/21/2022	07/18/2022
1	Fotal:	50.00	*Vendor Total				
Illini Power Products Company							
467624 Generator Maint- TP Generator Maint- VH			60-445-4567 01-445-4520	Treatment Plant Repair/Maint Public Buildings Rpr & Mtce	SIM-1884-01 SIM-1884-02		07/18/2022 07/18/2022
1	Fotal:	2,879.00	*Vendor Total				
Illinois EPA 027040		1 000 00	10 445 4570	Gaussian Day (8. Mr.	0/2/2022	(1) 4 (2) (2)	07/10/2022
NPDES Annual Fee		1,000.00	18-445-4570	Sewers Rpr & Mtce	06242022	6/24/2022	07/18/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	1,000.00	*Vendor Total				
Intoximeters, Inc.							
033220 Breathalyzer Mouthpieces (500)		162.00	01-440-4450	Prisoner Mtce & Supplies	710759	6/28/2022	07/18/2022
	Total:	162.00	*Vendor Total				
JSN Contractors Supply							
041440 Blue Locating Flags (100)		125.00	60-445-4568	Watermain Rprs. & Rplcmts.	85563	6/20/2022	07/18/2022
Green Marking Paint			18-445-4570	Sewers Rpr & Mtce	85589-01	6/27/2022	07/18/2022
Blue Marking Paint		109.20	60-445-4568	Watermain Rprs. & Rplcmts.	85589-02	6/27/2022	07/18/2022
	Total:	452.60	*Vendor Total				
Kendall County Concrete							
047060 2681 Bauer		211.00	01-445-4543	Sidewalks Rpr & Mtce	53442	6/7/2022	07/18/2022
	Total:	211.00	*Vendor Total				
Kimball Midwest							
467916 Cutting Oil		32.43	01-445-4511	Vehicle Repair and Maint	100013604	6/9/2022	07/18/2022
	Total:	32.43	*Vendor Total				
Konica Minolta							
024860 AP Printer Maint 6.21-7.20		9.08	01-430-4411	Office Expenses	9008675386	6/21/2022	07/18/2022
	Total:	9.08	*Vendor Total				
Kurt A. Metallo							
052370 Stump Removal (32)		4,640.00	01-445-4532	Tree Service	07072022	7/7/2022	07/18/2022
	Total:	4,640.00	*Vendor Total				
Liz Berg Music, LLC							
468313 The Jolly Ringwalds- NA Days/ Fina	1	1,750.00	15-430-4751	North Aurora Days Expenses	06282022	6/28/2022	07/18/2022
	Total:	1,750.00	*Vendor Total				
Maria Hernandez							
468309 Water Credit Refund		19.70	60-320-3340	Water Collections	06152022-01	6/15/2022	07/18/2022
Sewer Maint Credit Refund	_		18-320-3350	Sewer Collection	06152022-02		07/18/2022
	Total:	20.30	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Meade Electric Company, Inc.						
027140 New Beacon- Rt56 & Hart Rd	266.90	01 445 4545	Troffic Signa & Signala	700005	6/20/2022	07/19/2022
New EVP Detector- Rt56 & Hart Rd		01-445-4545 01-445-4545	Traffic Signs & Signals Traffic Signs & Signals	700905 700906	6/30/2022 6/20/2022	07/18/2022 07/18/2022
Camera Repair- Randall & Ice Cream	<i>,</i>	01-445-4545	Traffic Signs & Signals	700907	6/20/2022	07/18/2022
Total:	3,353.34	*Vendor Total				
Menards 016070						
Drive Bit, Waste Basket	10.97	01-445-4520	Public Buildings Rpr & Mtce	86771	6/21/2022	07/18/2022
Water Key	28.74	01-445-4530	Public Grounds/Parks Maint	86830	6/22/2022	07/18/2022
Vacuum		01-445-4870	Equipment	86932	6/23/2022	07/18/2022
Gloves, Shovel		01-445-4870	Equipment	86975	6/24/2022	07/18/2022
Water Ancor		01-445-4520	Public Buildings Rpr & Mtce	87186	6/28/2022	07/18/2022
Cleaning Supplies		01-445-4421	Custodial Supplies	87325-01	6/30/2022	07/18/2022
Steel Screw Driver Set	47.50	01-445-4870	Equipment	87325-02	6/30/2022	07/18/2022
Total	333.49	*Vendor Total				
Metro West COG						
032210	4	01 410 4200		17(7.01	(10010000	07/10/2022
Metro West Meeting- Gaffino, Salazar, Wa Metro West Meeting- Bosco		01-410-4390 01-430-4390	Dues & Meetings Dues & Meetings	4767-01 4767-02	6/28/2022 6/28/2022	07/18/2022 07/18/2022
Total	160.00	*Vendor Total				
METRONET						
467874						
Phone, Internet 6/24 - 7/23	819.14	01-430-4652	Phones and Connectivity	06242022-01	6/24/2022	07/18/2022
Phone, Internet 6/24 - 7/23		01-445-4652	Phones and Connectivity	06242022-02		07/18/2022
Phone, Internet 6/24 - 7/23		60-445-4652	Phones and Connectivity	06242022-03		07/18/2022
Phone, Internet 6/24 - 7/23		01-441-4652	Phones and Connectivity	06242022-04		07/18/2022
Phone, Internet 6/24 - 7/23	1,786.84	01-440-4652	Phones and Connectivity	06242022-05	6/24/2022	07/18/2022
Total	4,606.19	*Vendor Total				
Midwest Awards						
001540 Chief Retirement Board Gift	19.15	01-440-4799	Misc.	35079	6/14/2022	07/18/2022
Total:	19.15	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Alternator Credit	-197.20	01-445-4511	Vehicle Repair and Maint	412486	6/1/2022	07/18/2022
Squad Parts	51.44	01-440-4511	Vehicle Repair and Maint	413081	6/8/2022	07/18/2022
Impala Battery	155.87	01-440-4511	Vehicle Repair and Maint	413264	6/10/2022	07/18/2022
Window Switch- Truck #178	418.19		Vehicle Repair and Maint	413476	6/13/2022	07/18/2022
Black Spray Paint		01-445-4510	Equipment/IT Maint	413578	6/14/2022	07/18/2022
A/C Refill- Truck #172		01-445-4511	Vehicle Repair and Maint	413805	6/16/2022	07/18/2022
Squad Parts		01-440-4511	Vehicle Repair and Maint	414130	6/20/2022	07/18/2022
Squad Parts		01-440-4511	Vehicle Repair and Maint	414197	6/20/2022	07/18/2022
Storage Cabinet		01-445-4511	Vehicle Repair and Maint	414252	6/21/2022	07/18/2022
Mini- Ductor	4/5.00	01-445-4511	Vehicle Repair and Maint	414255	6/21/2022	07/18/2022

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Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
DF Converter- Truck #191		812.34	01-445-4511	Vehicle Repair and Maint	414346	6/21/2022	07/18/2022
Core Deposit Credit		-55.00	01-445-4511	Vehicle Repair and Maint	414379	6/22/2022	07/18/2022
Brake Grease		17.69	01-445-4511	Vehicle Repair and Maint	414411	6/22/2022	07/18/2022
Brake Pads- Truck #167		40.99	01-445-4511	Vehicle Repair and Maint	414596	6/24/2022	07/18/2022
Squad Parts		11.46	01-440-4511	Vehicle Repair and Maint	414846	6/27/2022	07/18/2022
Squad Parts		11.19	01-440-4511	Vehicle Repair and Maint	414889	6/28/2022	07/18/2022
Squad Parts		31.89	01-440-4511	Vehicle Repair and Maint	415020	6/29/2022	07/18/2022
	Total:	2,004.49	*Vendor Total				
North East Multi-Regional 001520							
Training Class		50.00	01-440-4380	Training	305912	6/22/2022	07/18/2022
	Total:	50.00	*Vendor Total				
Office Depot 039370							
Office Supplies		7.76	01-430-4411	Office Expenses	24798970700	6/13/2022	07/18/2022
Office Supplies		7.76		Office Expenses	24798970700		07/18/2022
Office Supplies		7.76	60-445-4411	Office Expenses	24798970700		07/18/2022
Office Supplies		7.76	01-441-4411	Office Expenses	24798970700		07/18/2022
Office Supplies		5.78	01-430-4411	Office Expenses	24799018900		07/18/2022
Office Supplies		5.79	01-445-4411	Office Expenses	24799018900		07/18/2022
Office Supplies		5.79	60-445-4411	Office Expenses	24799018900		07/18/2022
Office Supplies		5.79	01-441-4411	Office Expenses	24799018900		07/18/2022
Office Supplies		6.11	01-430-4411	Office Expenses	24869101000		07/18/2022
Office Supplies		6.11	01-445-4411	Office Expenses	24869101000	6/6/2022	07/18/2022
Office Supplies		16.22		Office Expenses	24869101000		07/18/2022
Office Supplies		43.83	01-441-4411	Office Expenses	24869101000	6/6/2022	07/18/2022
Office Supplies		19.63	01-430-4411	Office Expenses	24925468000	6/24/2022	07/18/2022
Office Supplies		19.63	01-445-4411	Office Expenses	24925468000	6/24/2022	07/18/2022
Office Supplies		32.63	60-445-4411	Office Expenses	24925468000	6/24/2022	07/18/2022
Office Supplies		19.63	01-441-4411	Office Expenses	24925468000	6/24/2022	07/18/2022
Office Supplies		31.95	01-430-4411	Office Expenses	25141779100	6/24/2022	07/18/2022
Office Supplies		31.95	01-445-4411	Office Expenses	25141779100	6/24/2022	07/18/2022
Office Supplies		31.95	60-445-4411	Office Expenses	25141779100	6/24/2022	07/18/2022
Office Supplies		31.95	01-441-4411	Office Expenses	25141779100	6/24/2022	07/18/2022
	Total:	345.78	*Vendor Total				
Pace Systems, Inc.							
467861 Scheduling/ Payroll Software Annu	ial Fee	3,090.00	01-440-4510	Equipment/IT Maint	IN00043205	6/17/2022	07/18/2022
	Total:	3,090.00	*Vendor Total				
Paddock Publications, Inc. 026910							
Public Notice		96.60	90-000-E247	161 S Lincolnway - PharmaCan	r 219639	6/18/2022	07/18/2022
	Total:	96.60	*Vendor Total				
Paddock Publications							
044240 Subscription Denovusl 7/2 8/27		72.00	01 420 4411	Office Eur	07022022	7/2/2022	07/10/2022
Subscription Renewal 7/3 - 8/27		/2.80	01-430-4411	Office Expenses	07032022	7/3/2022	07/18/2022

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Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	72.80	*Vendor Total				
Priority Products, Inc.							
041340 Misc. Hardware		564.66	01-445-4510	Equipment/IT Maint	976791	6/10/2022	07/18/2022
	Total:	564.66	*Vendor Total				
<b>Pyrotecnico Firewoks Inc</b> 468272							
Fireworks- NA Days/ Final		14,375.00	01-490-4758	Fireworks	06302022	6/30/2022	07/18/2022
	Total:	14,375.00	*Vendor Total				
Rempe Sharpe & Associates							
000970 LV Plan Review/ June 2022		2 718 00	01-441-4276	Inspection Services	28496	7/7/2022	07/18/2022
Comcast Permit Review/ June 2022		·	90-000-E232	DR Horton - FV Golf Course	28497	7/8/2022	07/18/2022
	Total:	3,060.00	*Vendor Total				
Rhino Holdings Aurora LLC							
468308		169.25	(0.220.2240		0(1(2022.01	(11(12022)	07/10/2022
Water Credit Refund Sewer Maint Credit Refund			60-320-3340 18-320-3350	Water Collections Sewer Collection	06162022-01 06162022-02		07/18/2022 07/18/2022
	Total:	173.90	*Vendor Total				
Ronald R. Lemen							
030560	_						
Stage, Sound Lights- NA Days/ Fina	ıl .	2,750.00	15-430-4751	North Aurora Days Expenses	06282022	6/28/2022	07/18/2022
	Total:	2,750.00	*Vendor Total				
Sebert Landscaping							
032840 Mowing SSA4/ June 2022		1 157 00	17-004-4533	Maintenance	241858-01	6/30/2022	07/18/2022
Mowing SSA8/ June 2022		·	17-008-4533	Maintenance	241858-02	6/30/2022	07/18/2022
Mowing SSA9/ June 2022		331.00	17-009-4533	Maintenance	241858-03	6/30/2022	07/18/2022
Mowing SSA11/ June 2022			17-011-4533	Maintenance	241858-04	6/30/2022	07/18/2022
Public Property Mowing/ June 2022 Landscaping- VH		,	01-445-4531 01-445-4530	Grass Cutting Public Grounds/Parks Maint	241858-05 8550859	6/30/2022 6/22/2022	07/18/2022 07/18/2022
Landscaping- VII		4,220.00	01-445-4550	I done Grounds/I arks Maint	3550859	0/22/2022	07/16/2022
	Total:	10,900.00	*Vendor Total				
Second Hand Soul Band, Inc							
468315 Second Hand Soul- NA Days/ Final		1,750.00	15-430-4751	North Aurora Days Expenses	06282022	6/28/2022	07/18/2022
	Total:	1,750.00	*Vendor Total				

**SESAC, Inc.** 039390

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Music Licensing 7/1/22 - 6/30/23		172.00	15-430-4751	North Aurora Days Expenses	712909	6/30/2022	07/18/2022
	Total:	172.00	*Vendor Total				
SHI International Corp. 047000							
Printer For PD Bookings AutoCAD Annual Maint			01-440-4411 01-430-4510	Office Expenses Equipment/IT Maint	B15360783 B15472787	6/9/2022 6/30/2022	07/18/2022 07/18/2022
	Total:	2,349.00	*Vendor Total				
Sign-A-Rama 029780							
Fireworks Signage Sign Stakes (50) For July 3rd Signs For July 4th		97.50	01-490-4799 01-490-4799 01-490-4799	Misc. Expenditures Misc. Expenditures Misc. Expenditures	INV-18712 INV-18732 INV-18733	7/1/2022 6/29/2022 6/29/2022	07/18/2022 07/18/2022 07/18/2022
	Total:		*Vendor Total	I			
Standard Equipment Company							
036350 Vac Truck Repairs		2,232.17	01-445-4511	Vehicle Repair and Maint	P37193	6/29/2022	07/18/2022
	Total:	2,232.17	*Vendor Total				
Superior Asphalt Materials LLC 031440		162.40	01 445 4540	Charles & Allere Dev & Mare	20220(54	(110/2022	07/19/2022
Asphalt	Total:		01-445-4540 *Vendor Total	Streets & Alleys Rpr & Mtce	20220654	6/10/2022	07/18/2022
The Home City Ice Company							
468312 Ice Chest Rental- NA Days		570.00	15-430-4751	North Aurora Days Expenses	06292022	6/29/2022	07/18/2022
	Total:	570.00	*Vendor Total				
<b>Thom Jungels</b> 039460							
Inspections (64)- June 2022		3,200.00	01-441-4276	Inspection Services	07012022	7/1/2022	07/18/2022
	Total:	3,200.00	*Vendor Total				
Traffic Control & Protection 021520							
Rivets, Washers Road Markers			01-445-4540 01-445-4540	Streets & Alleys Rpr & Mtce Streets & Alleys Rpr & Mtce	111901 111911	6/21/2022 6/23/2022	07/18/2022 07/18/2022
	Total:	755.00	*Vendor Total				
<b>Treasurer, State of Illinois</b> 009370							
Traffic Signal Agreement		3,602.01	01-445-4545	Traffic Signs & Signals	62113	7/5/2022	07/18/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
 Total:	3,602.01	*Vendor Total				
UPS 051400						
051420 Shipping	71.99	60-445-4505	Postage	0000Y7479E	27/2/2022	07/18/2022
Total:	71.99	*Vendor Total				
Utility Dynamics Corporation 052560						
Project Retention For Orchard Gateway Light Pole Replacement		10-445-4661 10-445-4661	Street Light Repair/Maint Street Light Repair/Maint	0630-2738 0630-2909	6/30/2022 6/30/2022	07/18/2022 07/18/2022
 Total:	9,948.48	*Vendor Total				
WBK Engineering, LLC 467655						
Eng Srvcs- Tanner Conveyance Ph 2- May 202.	6,504.00	21-456-4255	Engineering	23249	6/30/2022	07/18/2022
Total:	6,504.00	*Vendor Total				
Weldstar Company 014090						
Air Tank Refill- Samples & Water Levels Cutting Torch Gas		60-445-4565 01-445-4510	Water Well Rpr & Mtce Equipment/IT Maint	0002075053 0002077312		07/18/2022 07/18/2022
 Total:	289.15	*Vendor Total				
Whiskey Romance Band, c/o Craig Cox						
467719 Whiskey Romance Band- NA Days/ Final	1,600.00	15-430-4751	North Aurora Days Expenses	06282022	6/28/2022	07/18/2022
Total:	1,600.00	*Vendor Total				
Xandra LLC 467817						
Appraisal- 23 N Lincolnway	1,500.00	19-438-4280	Professional/Consulting Fees	856	7/2/2022	07/18/2022
 Total:	1,500.00	*Vendor Total				
Report Total:	1,058,943.29					
-						

#### VILLAGE OF NORTH AURORA

#### RESOLUTION No.\_\_\_\_\_

#### RESOLUTION RELEASING SURETY FOR THE RANDALL CROSSING MIXED USE BUILDING LOCATED AT 1101 RITTER STREET

**WHEREAS**, the Village previously approved development of the Randall Crossing Mixed Use Building located at 1101 Ritter Street, North Aurora, IL (the "Property") for which Letter of Credit was posted by the property owner as guarantee (the "Surety") for the completion and payment of the improvements associated with the Property (the "Improvements"); and

**WHEREAS**, the Village of North Aurora acknowledged the substantial completion of the Improvements associated with the Property by Resolution #R21-06-21-01 dated June 21, 2021, and reduction of the Surety to the one-year maintenance amount, and the one-year maintenance requirement began from and after that date; and

**WHEREAS**, the Developer has completed and satisfied all of the one-year maintenance obligations for the Improvements as acknowledge by the Village Engineer and has requested release of the Surety.

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.

2. The Village hereby acknowledges the completion of the one-year maintenance period for the Improvements on the Property and agrees to the release of the Surety.

3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law, and the Surety is hereby released.

Presented to 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	

#### VILLAGE OF NORTH AURORA

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

ATTEST:

Mark Gaffino, Village President

Jessica Watkins, Village Clerk

### 18-Jul-22 Village Board Meeting

## **Travel and Expenses for Business Purposes**

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West Meeting	Expense	6/23/2022	\$ 40.00
Carolyn Bird Salazar	Metro West Meeting	Expense	6/23/2022	\$ 40.00
Jessi Watkins	Metro West Meeting	Expense	6/23/2022	40
			TOTAL	\$ 120.00



## **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: Mark Gaffino Position: Hillard PCK.	Cady SIRUL Jus	Event: Ma Purpose:	egislativet Networking
Date From: 6(23)2P	Date To:		Method of Travel:
Destination: (1123/20			Zip Code: 60119
Department: Legislative	0	5L Account Number:	01.410.4390

Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates can be found on <b>gsa.gov</b>
Transportation To/From Event				The Village uses the total dail federal per diem rates to
Lodging				determine the maximum
Transportation During Event	allowable meals and incident charged to an employee's			
Registration	620	\$120		purchasing card.
Meal & Tips / Gratuities	P			(Receipts are always require
Miscellaneous				Alcohol is not an eligible expense for reimbursement
Describe Miscellaneous:				
TOTAL EXPENSES		\$120	-	See part day limits under the excerpt M&IE section (flip sid

#### 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 Employee	Approval	Date	6-10-22
Immediate Supv:		Date	
Executive Asst.:	ASS	Date	6-10-22
Actual Expense A	pproval		
Employee	Man Gastro N	Date	_0-30-22
Dept. Head:		Date	
Executive Asst.: 📝		Date	6-20-2P
Do any actual expens	e(s) or reimbursable requests exceed the maximum allowable amounts per p	oolicy? () No	○ Yes If Yes, Explain Below

⊖ YEA

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





	Attn: Acc 25 East \$ Illinois	f North Aurora counts Payable State Street rora, IL 60542				
INVOICE #		DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4767		06/28/2022	\$160.00	07/28/2022	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Leg BBQ	2022 Legislative Barbecue: Steve Bosco Mark Gaffino Carolyn Salazar Jessi Watkins	4	40.00	160.00

Thank you from Metro West!!!

BALANCE DUE

\$160.00



# Memorandum

**To:** Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: July 12, 2022

**Re:** Worth Your Mile 10k Run at North Aurora Riverfront Park / Fox River Trail

Attached is a Special Event Permit application submitted by Jose del Risco on behalf of Worth Your Mile seeking a special events permit from the Village of North Aurora.

Worth Your Mile is looking to host a brand new 10k run event that will take place on Saturday, November 17, 2022, from 8:00 am to 12:00 pm on the Fox River Trail with staging and finish line at North Aurora Riverfront Park (25 East State Street). The 10k run will start on the Fox River Trail on the west side and runners will go beneath Route 56 using the path there and the only road crossing will be in Batavia, of which the event coordinator is working with the City of Batavia. Runners will not at any time during the event be on any roadways in the Village of North Aurora. The event organizer has indicated the park will remain open to the public and they will not need to use any barricades to cordon off any areas. They will have two 10" x 10" tents and also plan to have a food truck.

Worth Your Mile has hosted numerous events, including several on the Fox River Trail. They have already received approval from the Fox Valley Park District to use the Fox River Trail for this event.

The event requires a Special Events permit due to the fact the event is taking place on Village Property, will be using sound amplification equipment starting at 8:00 am, and will have a food truck for more than two hours. No Village road closures are needed. A certificate of insurance has been supplied.

Please see the attached application, maps, and additional information for consideration.



#### SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: June 30, 2022

Name of Event: The Unnamed 10K/10Miler

Type of Event:	Festival	Grand Opening	Backyard Party	Х	Other
Type of Lyent.	I 0501700		Duckyulu I ulty		

Location of Event: North Aurora Riverfront Park

November 19, 2022

Hours of Event: 8am to 12pm

Event / Organization Website (if applicable): https://www.worthyourmile.com/tbd-10k-10miler

Purpose of the event: Running race on the Fox River Trail of 10K and 10Mile Distances

Description of the event: <u>Running race on the Fox River Trail of 10K and 10Mile Distances</u>

Map Included (check here): (*Map must include location of event and applicable marked items (i.e. tents, direction of sound, barriers, etc.)* Name of sponsoring organization (if applicable): Worth Your Mile Running LLC (*List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.*) Non-for-profit: Yes No X

Contact person: Jose del Risco

Contact person address: 1905 Marketview Dr #122

City: Yorkville State: IL Zip: 60560

Home Phone:	630-383-1983	Cell Phone:	E-r	mail:	j.delrisco@worthyourmile.com
				_	

Organization address: 1905 Marketview Dr #122

City: Yorkville	State: IL	Zip: 60560	Phone: 630-383-1983



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

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

Will alcohol be sold at your event? YES X NO

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

Will you serve food at your event? YES X NO

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

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

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

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

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

#### Submit All COMPLETED Applications to:

Village of North Aurora **Attn: Natalie Stevens** 25 E. State St. North Aurora, IL 60542 Phone: (630) 897-8228, ext. 224 Fax: (630) 897-8258 nstevens@northaurora.org

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

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

Dated this 30

\_\_\_\_\_day of June \_\_\_\_\_, 20 22

Joy I W Rino Signature of Organizer / Applicant



#### HOLD HARMLESS RELEASE

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

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

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

Jose del Risco Name of Organizer / Applicant (please print)

Joy L U Rino Signature of Organizer /Applicant

06/30/2022 Date

#### Further Event Details:

We do not anticipate any road closures [in North Aurora] as we had planned on using the path that goes under Rte 56. According to the maps, the proposed race start is across the river on the west side near the Harners Bakery and the finish is at the North Aurora Riverfront Park. NO runners will be running across the bridge crossing the river during the race.

Staging for the event will happen at the park where the race will finish. Announcements will be done at the park and then the runners will walk across the bridge to the start line. We anticipate around 150-200 runners for the race so it is a fairly small event in running terms.

The park would still be open to the public. We have no need to close access to the park. We would be sharing the path with other walkers, cyclists and runners.

No barricades would be needed.

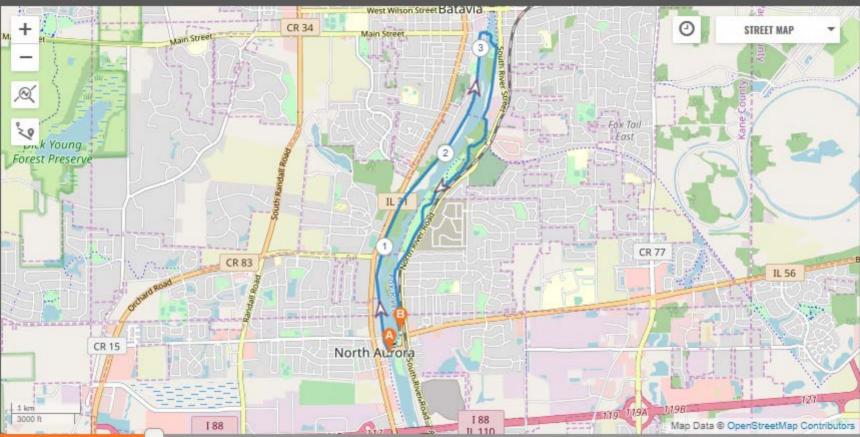
We will have 2 - 10X10 Tents at the park. One for my race company and one for the timing company. Each tent will have 4-6 ft tables. The timing company will have its own power generator to run the timing equipment.

We were wanting to have a Food Truck available at the event. Sugar Mama's Mini Donut truck is who we were going to contact to ask if they would service our race.

The hope is to bring a 10 Mile running distance to the Suburbs of Chicagoland as the only 10 milers right now are both in the city of Chicago.

#### **UNNAMED 10K**

#### 🖸 DISPLAY 🗮 MENU 🔀



Google

Fox River Tra*il <sub>- E</sub>* 

Google

sh Line

Tents

E Aller Trail.E

Food Truck





Village of North Aurora



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#### 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: RANDALL TERRACE APARTMENTS MINOR CHANGE
 AGENDA: JULY 18, 2022 REGULAR VILLAGE BOARD MEETING

#### ITEM

Ordinance approving a Minor Change to a Planned Unit Development for the property located on Lot 2 in the Randall Road Commercial Center, North Aurora

#### BACKGROUND

A special use for a B-2 General Commercial Planned Unit Development for the Randall Road Commercial Center was approved by Ordinance No. 01-04-09-05 by the North Aurora Board of Trustees on April 9, 2001.

On May 3, 2021, the Village Board approved Ordinance 21-05-03-03 approving a special use amending the PUD Ordinance and site plan for the Randall Road Commercial Center to allow a 66-unit multi-family development on Lot 2 in the Randall Road Commercial Center.



Next Generation Development, LLC is in the process of purchasing Lot 2 in the Randall Road Commercial Center to construct a 75-unit multi-family development.

A summation of the specific changes have been provided. While the layout of the development will remain mostly the same, staff would like to highlight important numbers associated with the changes to the floor plans and the site plan:

- Total increase of nine (9) dwelling units
- Total decrease of seven (7) bedrooms
- Total increase of two (2) bathrooms
- Estimated total increase of 6.1740 total people living in the development based upon the Subdivision Ordinance population counts (4.965% increase)
- Increase of 17 parking spaces

Based upon the fact the proposed changes meet all PUD and Zoning Ordinance provisions, but include a very slight increase in the number of units, staff considers the plan changes to be a minor change to the PUD. Minor changes may be approved by the Village Board without Plan Commission review or public hearing.

### 2021K035479

SANDY WEGMAN RECORDER - KANE COUNTY, IL RECORDED: 5/6/2021 8:56 AM REC FEE: 52.00 PAGES: 16

### ORDINANCE NO. 21-05-03-03

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#### ORDINANCE APPROVING A SPECIAL USE AMENDING THE B-2 GENERAL COMMERCIAL PLANNED UNIT DEVELOPMENT AND SITE PLAN FOR THE RANDALL ROAD COMMERCIAL CENTER TO ALLOW A MULTI-FAMILY DEVELOPMENT ON LOT 2

WHEREAS, a special use for a B-2 General Commercial Planned Unit Development for the Randall Road Commercial Center was approved by Ordinance No. 01-04-09-05 by the North Aurora Board of Trustees on April 9, 2001 (hereinafter "PUD Ordinance"); and

WHEREAS, the Village of North Aurora has received an application for a special use, amendment of the PUD Ordinance and a site plan from Randall Terrace Health Care Center LLC (the "Applicant" or "Owner"), the owner of Lot 2 of the Randall Road Commerce Center, a vacant parcel on Kettle Avenue in the Village of North Aurora identified by PIN 12-32-379-003 and legally described in the document attached hereto and incorporated herein as Exhibit A ("Legal Description") to allow a residential multi-family use on the Property; and

WHEREAS, public notice was given and a public hearing was held pursuant to such notice before the Plan Commission in accordance with Village ordinances and State statutory requirements for special uses on June 4, 2019; and

WHEREAS, public notice was given and a public hearing was held pursuant to such notice before the Plan Commission in accordance with Village ordinances and State statutory requirements for special uses on April 6, 2021; and

WHEREAS, the Plan Commission, after consideration of all of the relevant factors and the evidence presented, has recommended approval of the requested special us, amendment to the PUD Ordinance and site plan to allow a residential multi-family use as proposed by the Applicant; and

WHEREAS, the President and the Board of Trustees have taken into consideration the proposed use, reports of the experts, and recommendations of the Plan Commission, and believe it is in the best interests of the Village to grant the special use, amendment to the PUD Ordinance

and approval of the site plan with appropriate conditions to protect the public health safety and welfare.

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

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

A special use, amendment to the PUD Ordinance and site plan is hereby granted to the Applicant for a multi-family residential facility, subject to the conditions imposed in Sections 3,
 5 and 6 below.

3. The grant of the special use includes the following deviations from the requirements of PUD Ordinance:

- a. The maximum floor area ratio is increased to 0.47 (47%);
- b. The following exterior materials and finishes shall be allowed:
  - i. Fiberglass Shingle Roofing;

i.

- ii. Fiber Cement 'Hardie Board' Siding;
- iii. All color selections for exterior materials shall be all earth tones. The Light End and Midrange color examples include earth tones, such as tan, taupe and greens. The Dark End includes earth tones and some red samples; and

4. The grant of the special use and amendment to the PUD Ordinance includes the following deviation from the requirements of the zoning provisions of the North Aurora Municipal Code:

a. Fencing shall be allowed in the front yard with a gated entrance.

5. The grant of the special use and amendment to the PUD Ordinance to allow a multifamily residential facility is conditioned as follows:

- All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance;
- b. Each parking space shall be a minimum of nine (9) feet in width;

 c. Perimeter fencing shall be black, metallic (non-chain link) construction and limited to six (6) feet in height;

d. One (1) shade tree shall be provided in every parking lot island;

6. The Preliminary Plans for the Subject Realty, and other supporting and explanatory development documents are attached hereto, marked as Exhibits as hereinafter shown, and are incorporated herein. Such Exhibits have been reviewed by the Plan Commission and are hereby approved by the Village Board.

(1) The Preliminary Site Plan for the Subject Realty prepared by D'Angelo Design Studio. L.L.C., dated March 15, 2021 is attached hereto and incorporated herein as Exhibit B ("Preliminary Site Plan").

(2) The building elevations and floor plans for the Subject Realty prepared by D'Angelo Design Studio. L.L.C., dated March 15, 2021 dated March 15, 2021 is attached hereto and incorporated herein Exhibit C ("Building Elevations and Floor Plans").

(3) The Preliminary Landscaping Plan for the Subject Realty prepared by Aniascape LLC dated March 22, 2021 is attached hereto and incorporated herein Exhibit D ("Preliminary Landscape Plan")

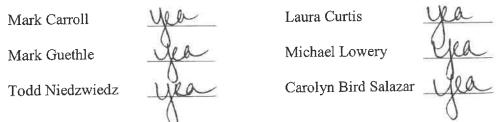
7. The special use granted pursuant to this Ordinance shall run with land and apply to all successors, transferees and assigns.

8. The special use may be revocable upon evidence of repeated violations of the conditions of this Ordinance or other violations of the Zoning Code.

9. This Ordinance shall take immediate full force and effect from and after its passage, approval as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this 3 day of May, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this 3 day of May, 2021, A.D.



Approved and signed by me as the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this <u>3</u> day of May, 2021, A.D.

Village President, Mark Gaffino

ATTEST:

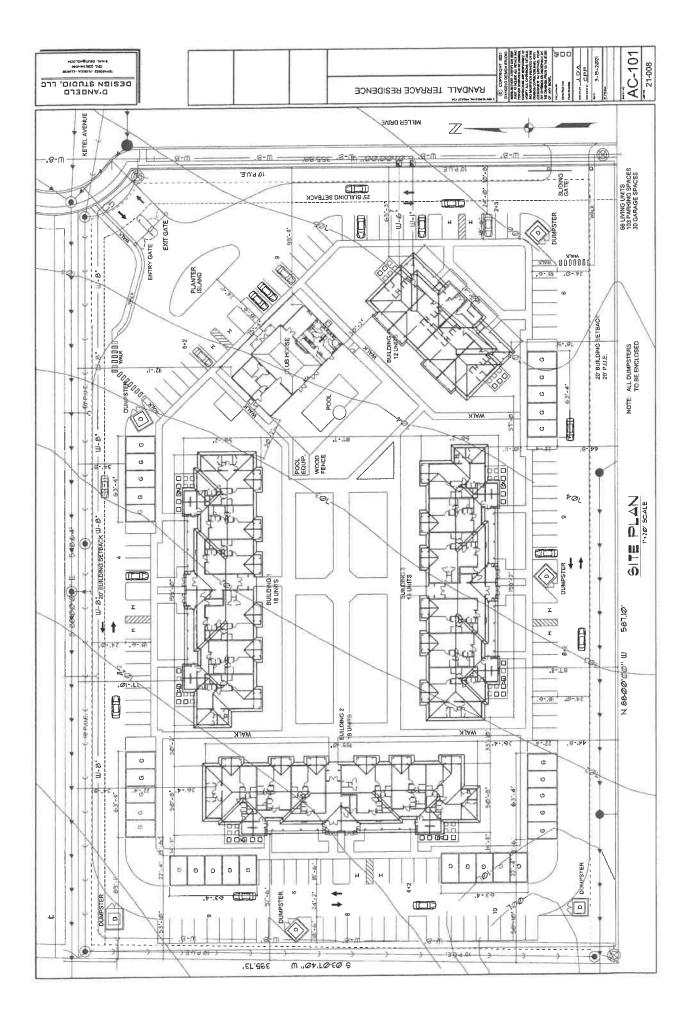
1 Jrk, Jessi Watkins Village

#### <u>Exhibit A</u>

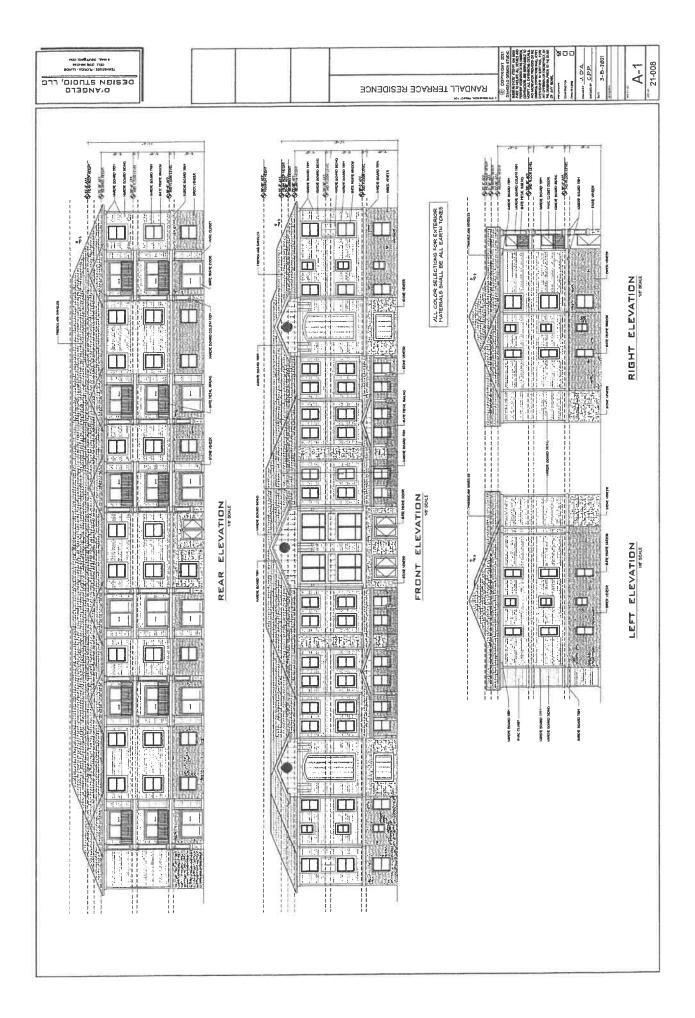
#### Legal Description

LOT 2 IN RANDALL ROAD COMMERCIAL CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 2002, AS DOCUMENT 2002K042224, IN KANE COUNTY, ILLINOIS.

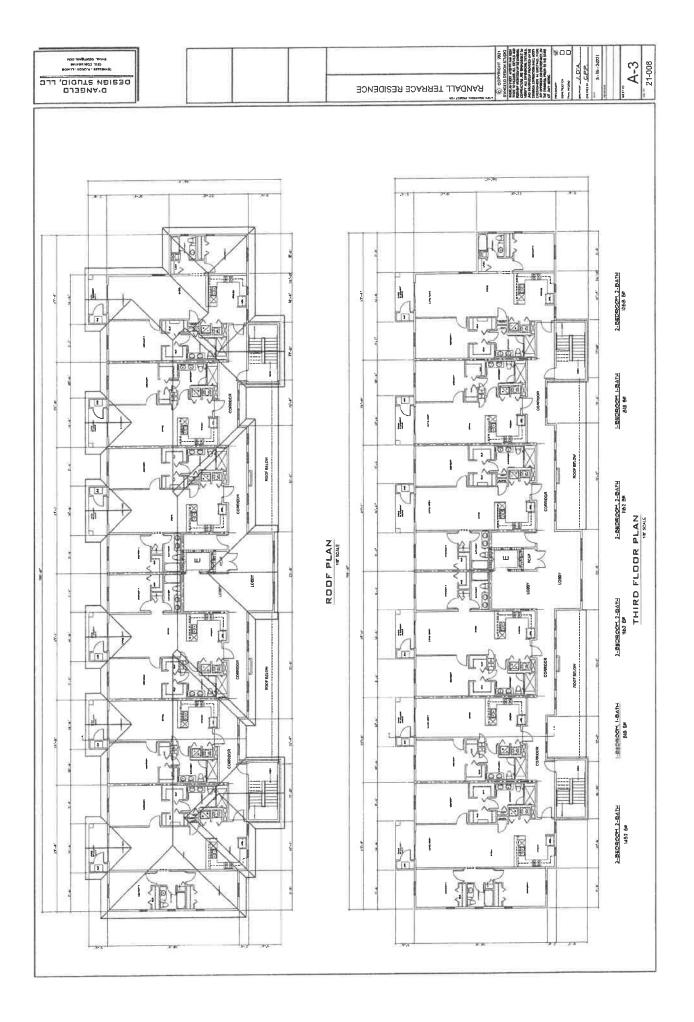
#### <u>Exhibit B</u> Preliminary Site Plan

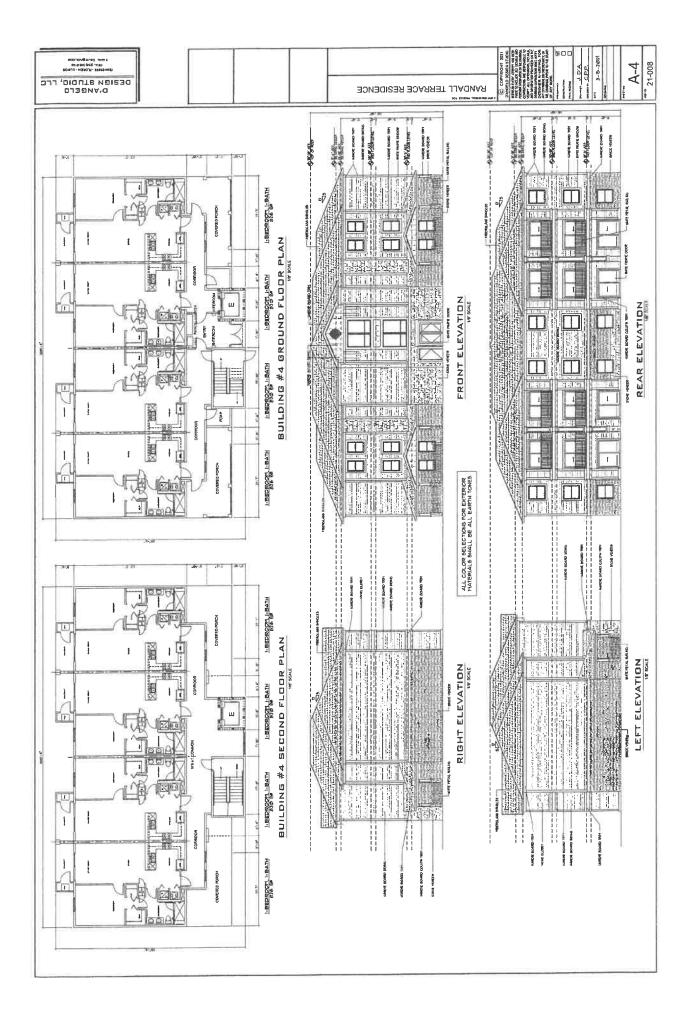


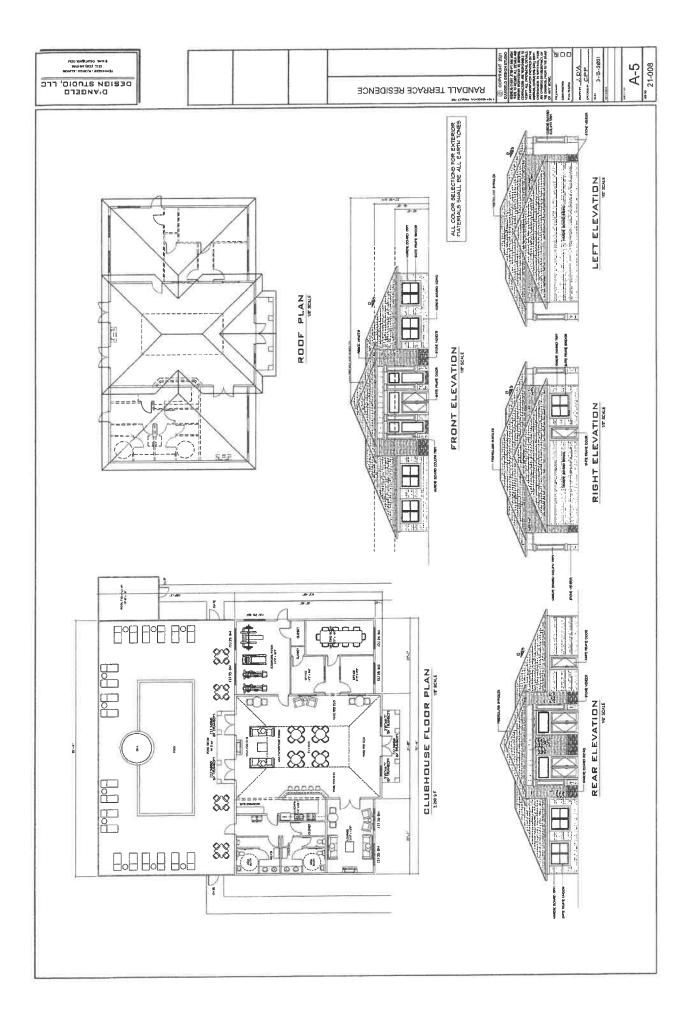
#### Exhibit C Building Elevations and Floor Plans

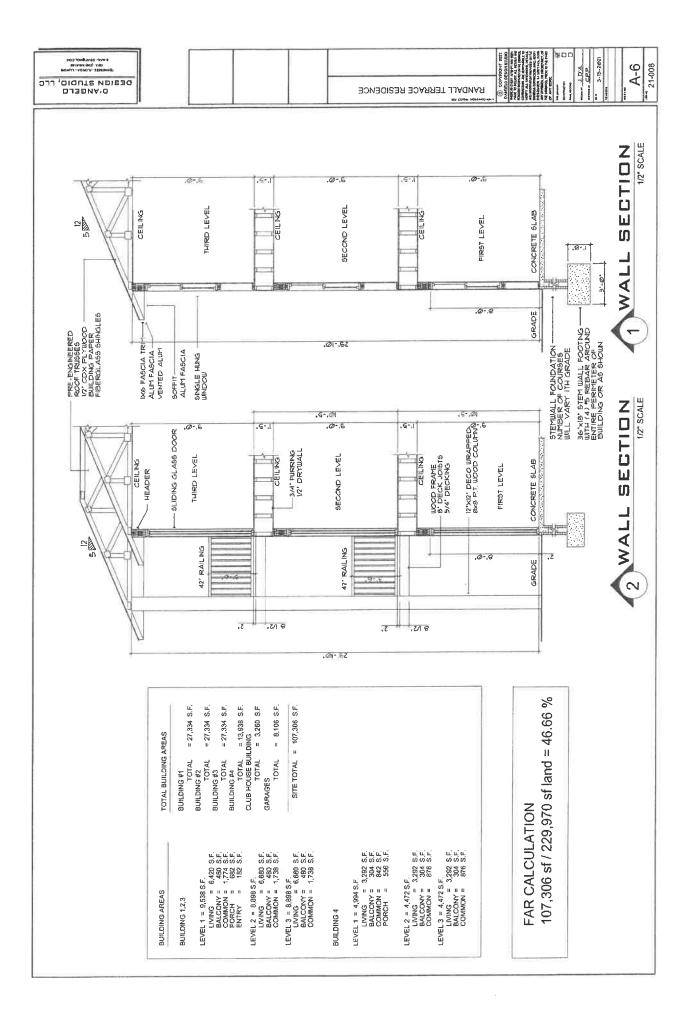




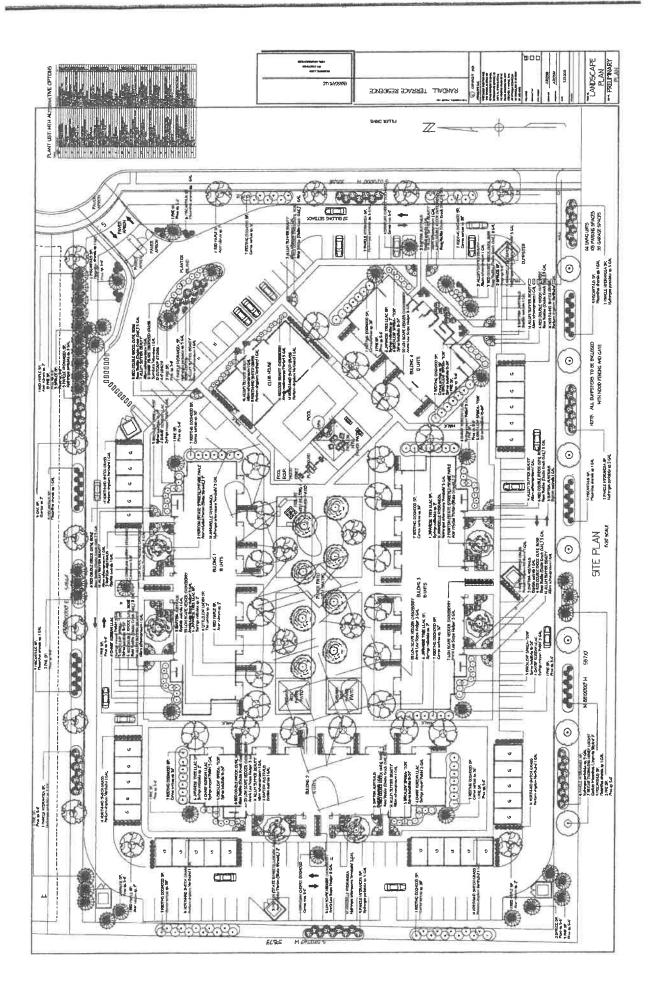








#### <u>Exhibit D</u> Preliminary Landscape Plan





June 30, 2022

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

Re: Randall Terrace Development Kettle Avenue and Miller Drive North Aurora, Illinois

Dear Mike:

We have been asked to draft a letter noting changes to the Architectural components of the above planned unit development since its entitlement approval. Our review is based on drawings dated 03/15/2021 prepared by D'Angelo Design Studio and drawings currently in production by COBU Architecture Studio. Our findings are below.

General:

- 1. The total number of residential units has increased from 66 units to 75 units.
- 2. The Floor Area Ratio (FAR) for the site has increased from 46.66% to 46.80%.

Total Site Area	5.28 Acres (229,997 SF)
<u>Building</u>	Gross Floor Area
Building 1 (21 Unit)	27,229
Building 2 (21 Unit)	27,229
Building 3 (21 Unit)	27,229
Building 4 (12 Unit)	14,737
Clubhouse	2,723
Garages	8,484
Total Gross Floor Area	107,631
FAR Calculation	107,631 / 229,997
FAR	46.80%

3. The project exterior cladding (shown in the attached color renderings) conforms to the materials and colors specified in Ordinances 01-04-09-05 and 21-05-03-03.

Clubhouse:

- 1. The conditioned square footage has been reduced from approximately 3,200 SF to 2,500 SF.
- 2. The proposed building height (based on mean roof height) is 17' 2 9/16". Please see Exhibit A/1.
- 3. To better match the elevations styles of the adjacent buildings, the elevations now include the following architectural elements: cupola with finial, dormers, metal roofs, and gable roofs.
- 4. Windows have been added to the side elevations.
- 5. Window grids have been added throughout.

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- 6. Stone veneer has been replaced with full depth brick.
- 7. Brick has been added on all four sides.
- 8. Board and batten siding has been added to improve architectural variation.

#### 12-Unit Apartment Building:

- 1. The total number of units remained the same.
- 2. Unit types have been revised: (2) 1-bedroom units have been replaced with (2) 2-bedroom units.
- 3. The building footprint has increased from approximately 5,000 SF to 5,900 SF.
- 4. The building has increased in total square footage from approximately 14,000 SF to 16,000 SF.
- 5. The total gross floor area, as defined in the Municipal Code excludes all covered porches and decks, for use in the FAR calculation is 14,737 SF.
- 6. The proposed building height (based on mean roof height) is 34' 5". Please see Exhibit A/2.
- 7. The elevator has been removed.
- 8. A stair tower has been added based on Code requirements.
- 9. The stone veneer has been replaced with full depth brick.
- 10. Brick locations and heights have been adjusted to improve architectural character.
- 11. Gable roofs, metal roofs, and board and batten siding have been added to improve architectural character.
- 12. Window grids have been added throughout.
- 13. Windows have been added to the end units (see side elevations)
- 14. Shutters have been added for architectural character.
- 15. Rear access to the courtyard has been added.
- 16. Private balconies have replaced shared balconies on the rear elevation.

21-Unit Apartment Building:

- 1. The total number of units has increased from 18 to 21 units.
- 2. Unit types have been revised: the 1- and 2-bedroom units have been retained and the 3-bedroom units have been eliminated.
- 3. The building footprint has increased from approximately 9,500 SF to 10,200 SF.
- 4. The building has increased in total square footage from approximately 27,300 SF to 28,900 SF.
- 5. The total gross floor area, as defined in the Municipal Code excludes all covered porches and decks, for use in the FAR calculation is 27,229 SF.
- 6. The proposed building height (based on mean roof height) is 34' 5". Please see Exhibit A/3
- 7. The elevator has been removed.
- 8. The stone veneer has been replaced with full depth brick.
- 9. Brick locations and heights have been adjusted to improve architectural character.
- 10. Gable roofs, metal roofs, and board and batten siding have been added to improve architectural character.
- 11. Window grids have been added throughout.
- 12. The repetition of the windows has been broken up and shutters have been added.
- 13. The two end units on the left-side of the building have been rotated.

If further information is needed, or you have questions, please feel free to contact me.

Best Regards,

Jaw W. Cox

May W. Cox, RA, NCARB, SAME, ALA Managing Partner COBU Architecture Studio, PLLC

> **COBU** Architecture Studio, PLLC 111 North Avenue, Suite 207, Barrington, Illinois 60010 3 1 2 - 4 1 0 - 1 2 6 0



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No.

#### ORDINANCE APPROVING A MINOR CHANGE TO A PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED ON LOT 2 IN THE RANDALL ROAD COMMERCIAL <u>CENTER, NORTH AURORA</u>

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 \_\_\_\_\_

#### ORDINANCE NO.

#### ORDINANCE APPROVING A MINOR CHANGE TO A PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED ON LOT 2 IN THE RANDALL ROAD COMMERCIAL CENTER, NORTH AURORA

WHEREAS, a special use for a B-2 General Commercial Planned Unit Development for the Randall Road Commercial Center was approved by Ordinance No. 01-04-09-05 by the North Aurora Board of Trustees on April 9, 2001 (hereinafter "PUD Ordinance"); and

WHEREAS, on May 3, 2021 the Village Board approved Ordinance 21-05-03-03 (hereinafter "Amended PUD Ordinance") approving a Special Use amending the PUD Ordinance and Site Plan (hereinafter "Preliminary Plans") for the Randall Road Commercial Center to allow a Multi-Family Development on Lot 2 in the Randall Road Commercial Center in North Aurora, Illinois which Lot 2 is legally described in Exhibit A (the "Property"); and

**WHEREAS**, revised development plans have been submitted for approval constituting of a minor change to the Amended PUD Ordinance, a copy of which revised plans are attached hereto and incorporated herein by reference as Exhibit B (hereinafter "Updated Plans"); and

**WHEREAS,** Chapter 5.7 of the Zoning Ordinance sets forth a process for changes to the approved development plans that are deemed a minor change which may be approved by the Village Board without Plan Commission review or public hearing; and

**WHEREAS**, the President and Board of Trustees of the Village of North Aurora have determined it is in the best interests of the Village of North Aurora to approve the Updated Plans incorporating as a minor change to the Amended PUD Ordinance.

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

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

2. That the Updated Plans are hereby approved as a minor change, subject to the terms and conditions of the PUD Ordinance and Amended PUD Ordinance that are not changed by the Updated Plans and which shall continue in full force and effect.

3. 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 \_\_\_\_\_\_\_\_\_, 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

#### EXHIBIT A Legal Description

LOT 2 IN RANDALL ROAD COMMERCIAL CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 2002, AS DOCUMENT 2002K042224, IN KANE COUNTY, ILLINOIS.

#### EXHIBIT B Updated Plans



ASSEMBLY - 21 UNITS SCALE: 1/16" = 1'-0"





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June 30, 2022

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ASSEMBLY - 21 UNITS 1 SCALE: 1/16" = 1'-0"



### COBU ARCHITECTURE STUDIO

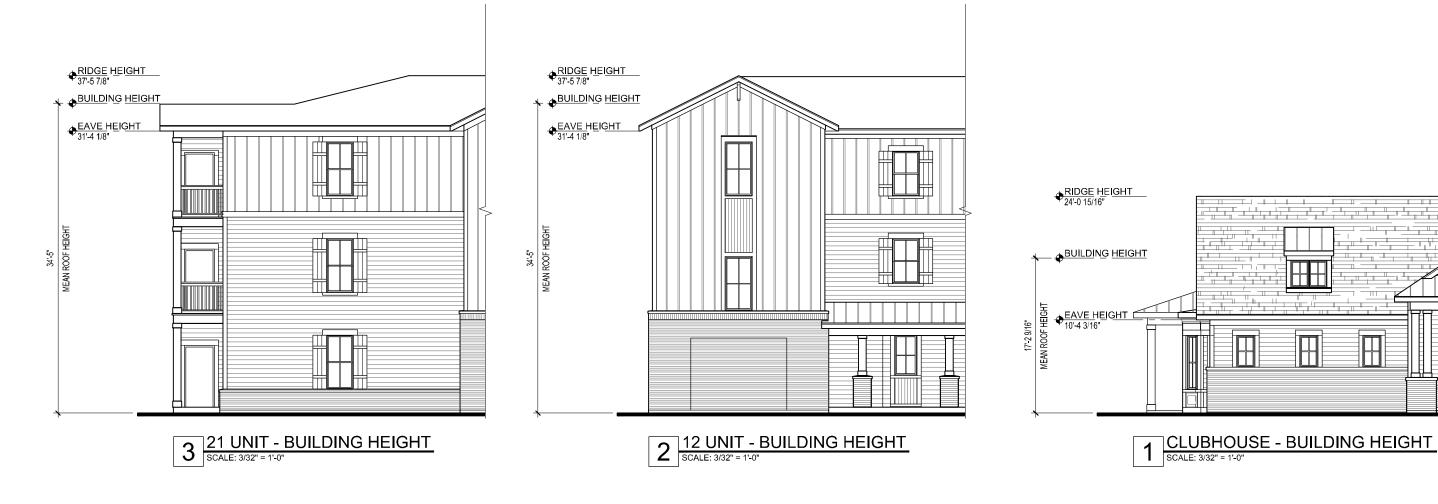
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June 30, 2022



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## EXHIBIT A





### $C\overline{O}B\overline{U}$ ARCHITECTURE STUDIO

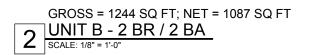
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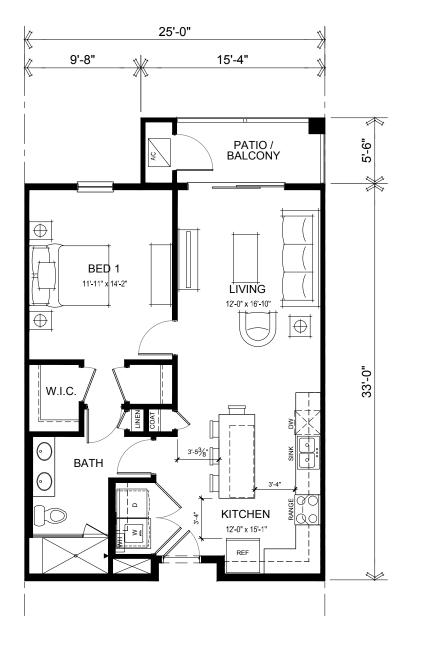
June 30, 2022

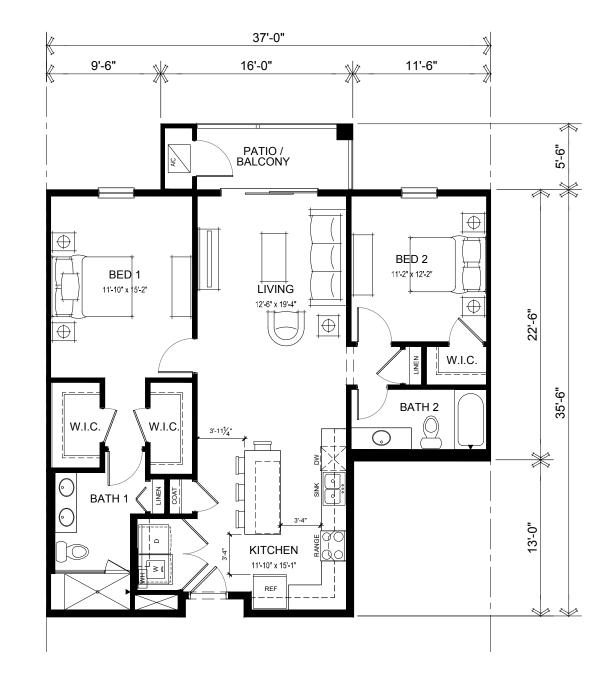
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1

GROSS = 902 SQ FT; NET = 766 SQ FT UNIT A - 1 BR / 1 BA SCALE: 1/8" = 1'-0"





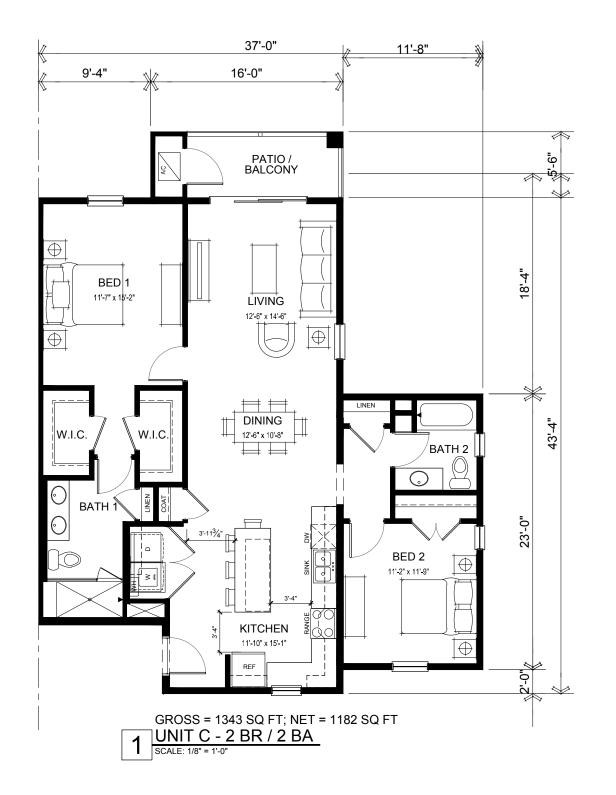


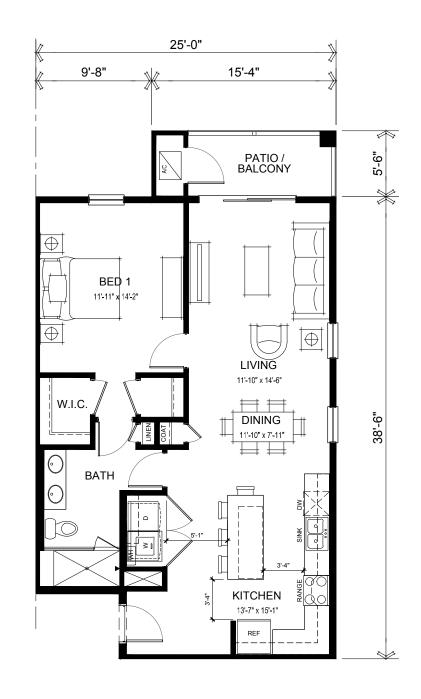


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April 19, 2022





GROSS = 1008 SQ FT; NET = 869 SQ FT **UNIT D - 1 BR / 1 BA** SCALE: 1/8" = 1'-0"

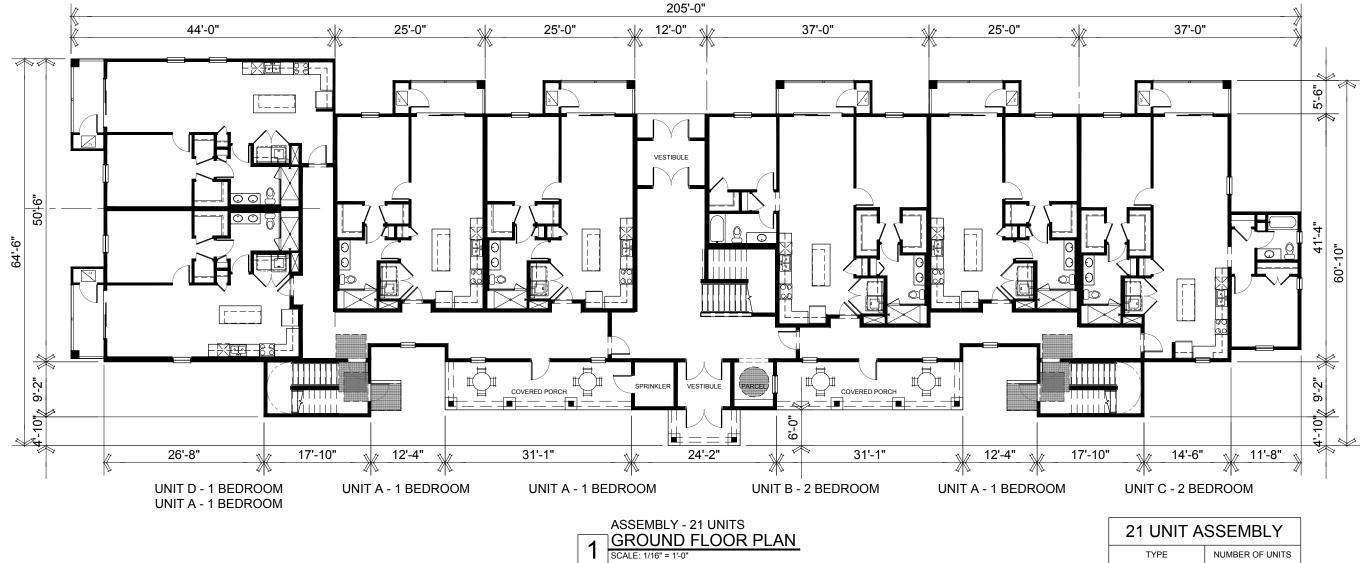
## $C\bar{o}B\bar{u} \text{ architecture studio}$

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April 19, 2022



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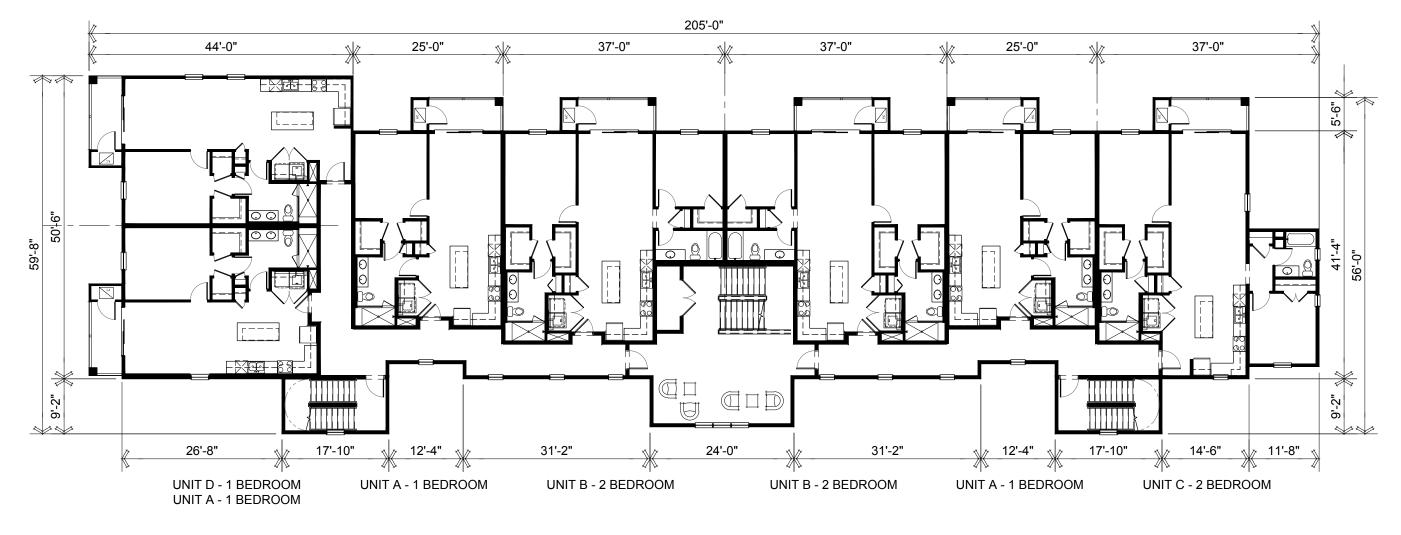
21 UNIT ASSEMBLY		
TYPE	NUMBER OF UNITS	
UNIT A - 1 BR / 1 BA	10	
UNIT B - 2 BR / 2 BA	5	
UNIT C - 2 BR / 2 BA	3	
UNIT D - 1 BR / 1 BA	3	
TOTAL	21	

### COBU ARCHITECTURE STUDIO

111 North Avenue, Suite 207 Barrington, IL 60010 312-410-1260

April 19, 2022





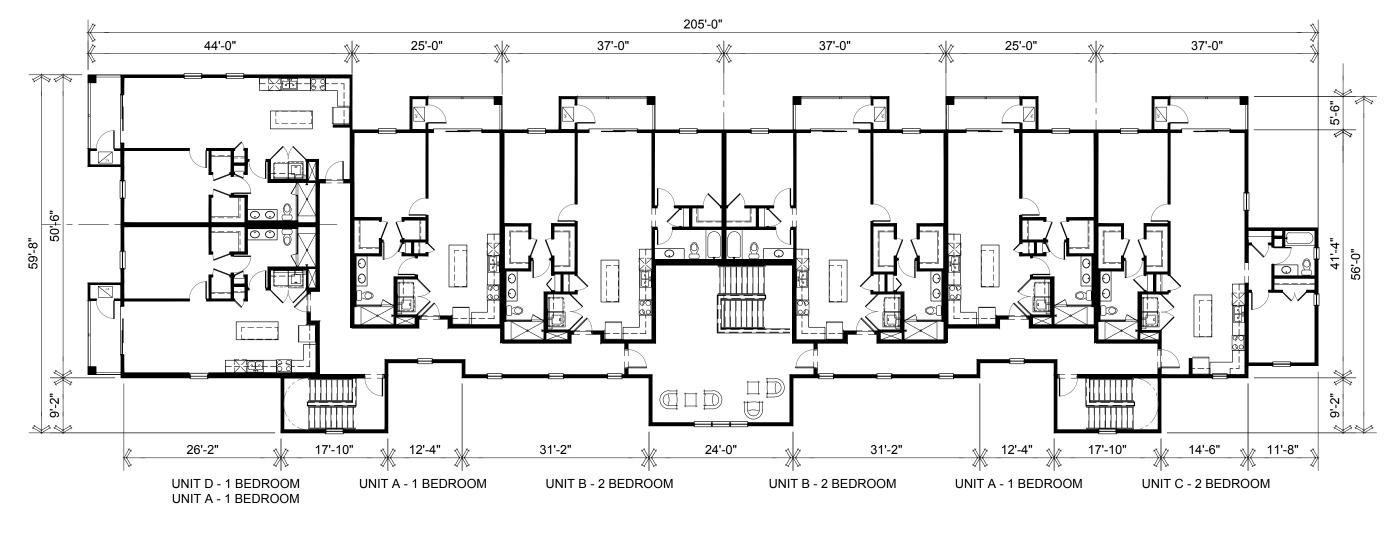
ASSEMBLY - 21 UNITS SECOND FLOOR PLAN SCALE: 1/16" = 1'-0"

RANDALL TERRACE **APARTMENTS** NORTH AURORA, ILLINOIS



# COBU ARCHITECTURE STUDIO

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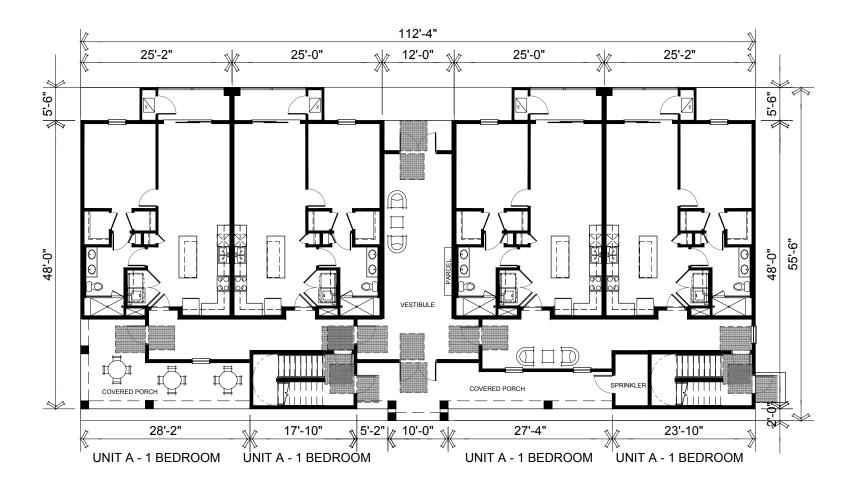
ASSEMBLY - 21 UNITS THIRD FLOOR PLAN SCALE: 1/16" = 1'-0"

RANDALL TERRACE **APARTMENTS** NORTH AURORA, ILLINOIS



# COBU ARCHITECTURE STUDIO

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ASSEMBLY - 12 UNITS GROUND FLOOR PLAN SCALE: 1/16" = 1'-0" 1

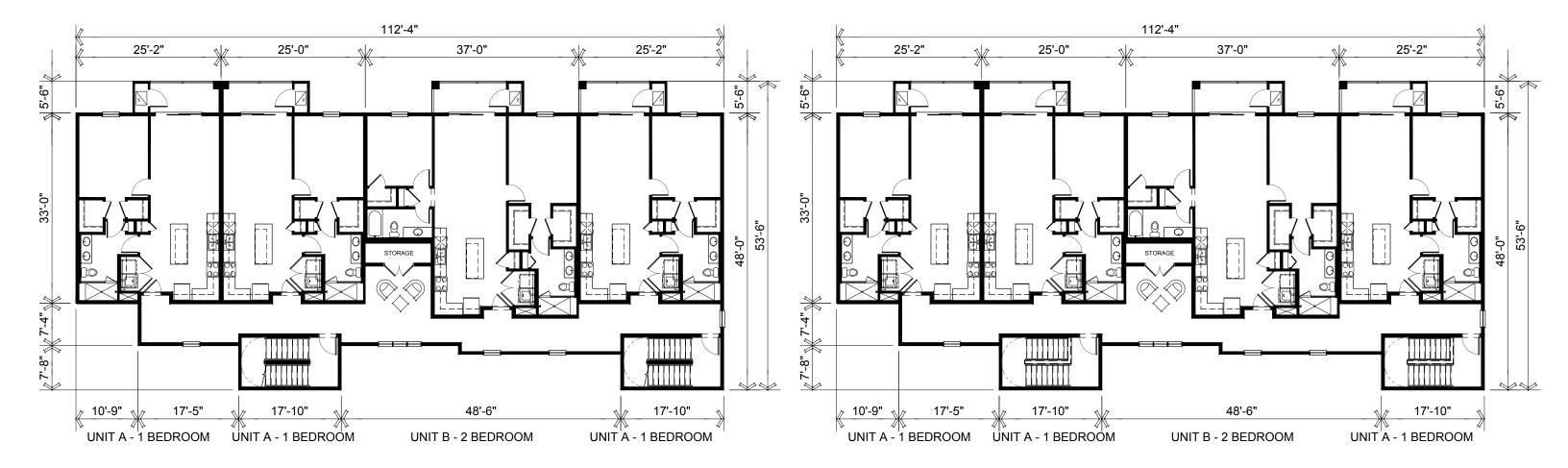
RANDALL TERRACE APARTMENTS NORTH AURORA, ILLINOIS

12 UNIT ASSEMBLY	
TYPE	NUMBER OF UNITS
UNIT A - 1 BR / 1 BA	10
UNIT B - 2 BR / 2 BA	2
TOTAL	12

# COBU ARCHITECTURE STUDIO

111 North Avenue, Suite 207 Barrington, IL 60010 312-410-1260





ASSEMBLY - 12 UNITS SECOND FLOOR PLAN SCALE: 1/16" = 1'-0"

ASSEMBLY - 12 UNITS THIRD FLOOR PLAN SCALE: 1/16" = 1'-0"

RANDALL TERRACE **APARTMENTS** NORTH AURORA, ILLINOIS



# $C\overline{O}B\overline{U}$ ARCHITECTURE STUDIO

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SCALE 100"= 110"





# $C\bar{o}B\bar{u} \text{ architecture studio}$

111 North Avenue, Suite 207 Barrington, IL 60010 312-410-1260

June 9, 2022

C 2012 CORU Andel SA PILC





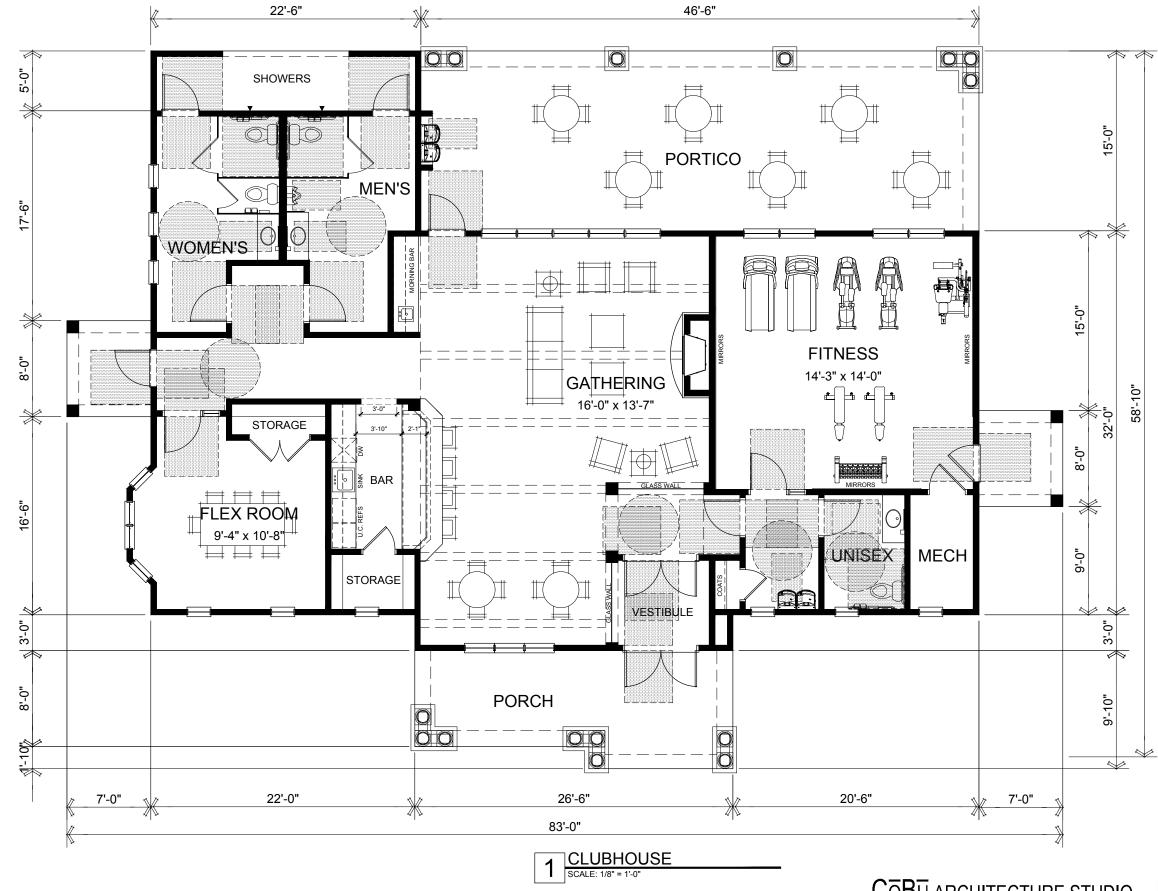


# $C\bar{o}B\bar{u} \text{ architecture studio}$

111 North Avenue, Suite 207 Barrington, IL 60010 312-410-1260

June 9, 2022

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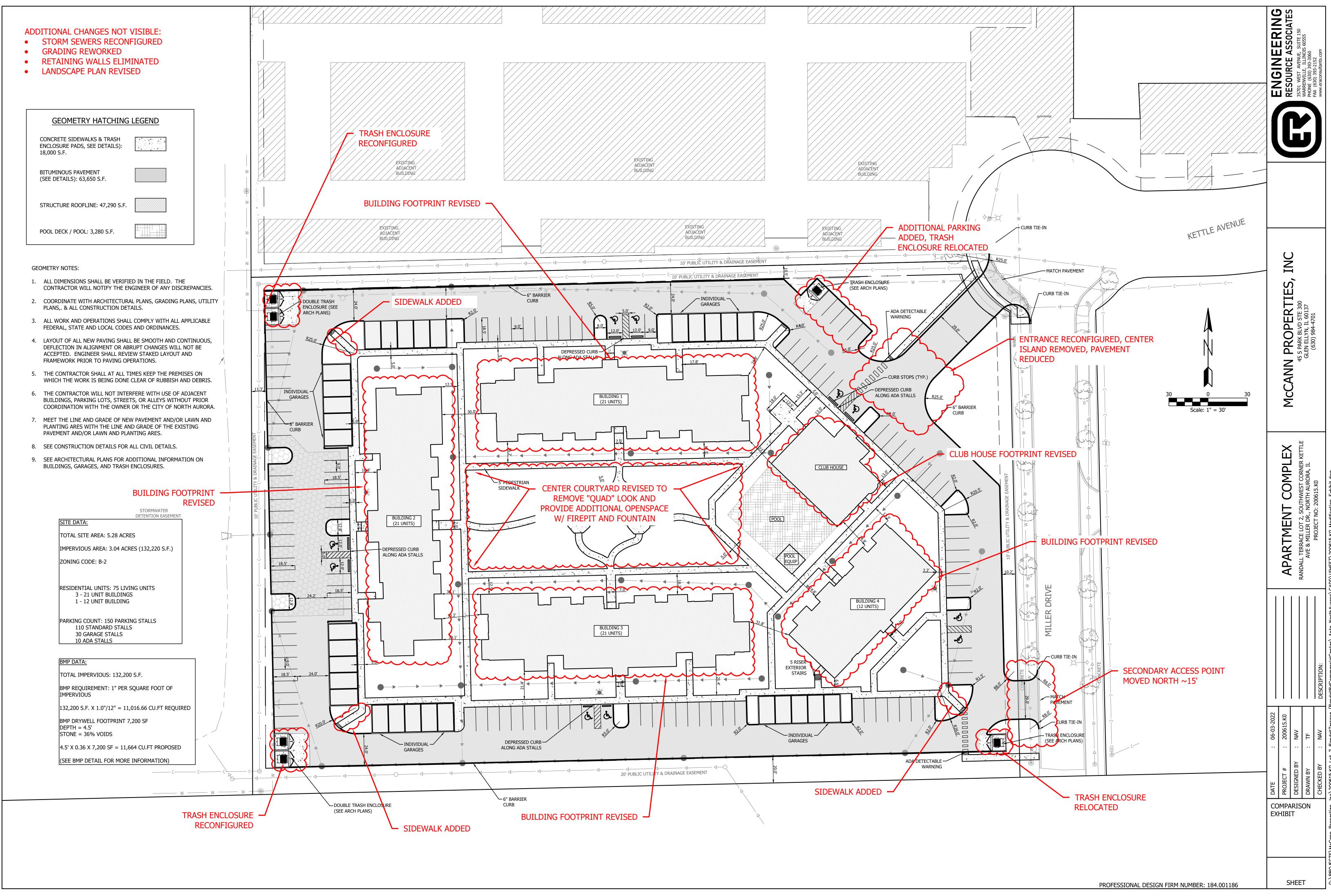


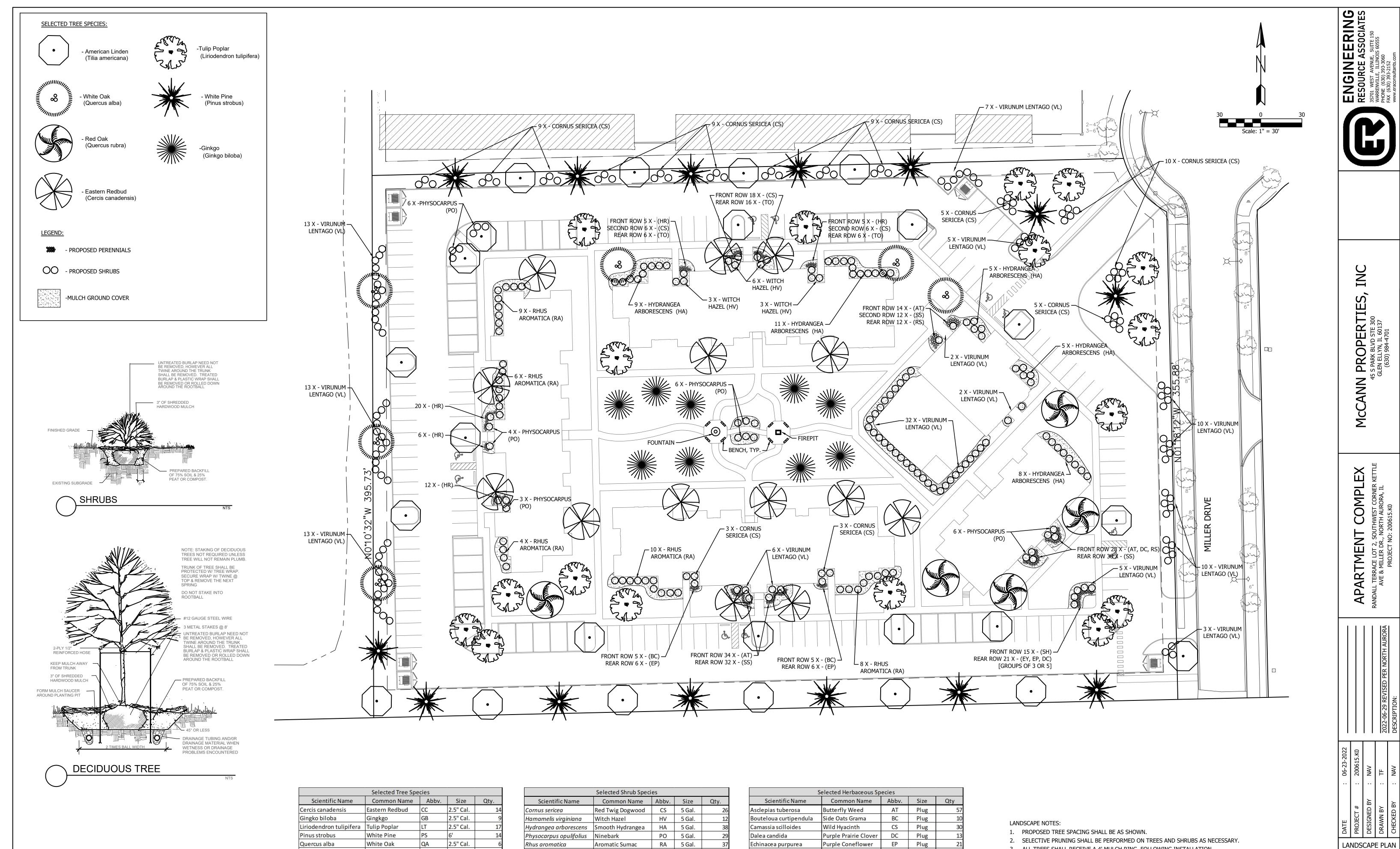
# RANDALL TERRACE **APARTMENTS** NORTH AURORA, ILLINOIS

# COBU ARCHITECTURE STUDIO

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		Selected Shrub Speci	es		
Qty.	Scientific Name	Common Name	Abbv.	Size	Qty.
14	Cornus sericea	Red Twig Dogwood	CS	5 Gal.	26
9	Hamamelis virginiana	Witch Hazel	HV	5 Gal.	12
17	Hydrangea arborescens	Smooth Hydrangea	HA	5 Gal.	38
14	Physocarpus opulifolius	Ninebark	PO	5 Gal.	29
6	Rhus aromatica	Aromatic Sumac	RA	5 Gal.	37
24	Viburnum lentago	Nannyberry	VL	5 Gal.	146
5				TOTAL	288
00					

2.5" Cal.

2.5" Cal.

TOTAL

TA

QR

Linden

Red Oak

Tilia americana

Quercus rubra

Selected Herbaceous Species						
Scientific Name						
Asclepias tuberosa	Butterfly Weed	AT	Plug	57		
Bouteloua curtipendula	Side Oats Grama	BC	Plug	10		
Camassia scilloides	Wild Hyacinth	CS	Plug	30		
Dalea candida	Purple Prairie Clover	DC	Plug	13		
Echinacea purpurea	Purple Coneflower	EP	Plug	21		
Eryngium yuccifolium	Rattlesnake Master	EY	Plug	6		
Heuchera richardsonii	Alumroot	HR	Plug	48		
Rudbeckia subtomentosa	Sweet Coneflower	RS	Plug	22		
Schizachiriyum scoparium	Little Bluestem	SS	Plug	82		
Sporobolus heterolepis	Prairie Dropseed	SH	Plug	15		
Tradescantia ohiensis	Spiderwort	TO	Plug	28		
			TOTAL	332		

- 3. ALL TREES SHALL RECEIVE A 4' MULCH RING FOLLOWING INSTALLATION.
- 4. PLANT LOCATION MAY VARY PENDING FIELD VERIFICATION OF GRADING AND UTILITIES. 5. ALL SHRUB BEDS AND GROUNDCOVER BEDS TO BE MULCHED WITH A MINIMUM OF 3 INCHES OF CLEAN DOUBLE SHREDDED BARK MULCH.
- 6. LANDSCAPING MUST BE A MINIMUM OF 8' FROM FRONT AND 3' FROM SIDES OF ELECTRIC TRANSFORMER.
- 7. ALL GINGKGO TREES PLANTED ON SITE SHALL BE MALE. FEMALE GINGKGO TREES WILL NOT BE ACCEPTED.

L-1.0

SHEET

## VILLAGE OF NORTH AURORA BOARD REPORT

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

#### ITEMS

- 1) Ordinance approving the First Amendment to the Annexation Agreement between the Village of North Aurora and Stan L. Zepelak Trust
- 2) An Ordinance amending Ordinance No. 13-01-07-03 zoning and granting a Special Use as a Planned Unit Development for commercial and multi-family use for the property located west of Orchard Road, north of Tanner Road and east of Deerpath Road in the Village of North Aurora

### DISCUSSION

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

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

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

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

The official public hearing for the First Amendment to the Annexation Agreement between the Village of North Aurora and Stan L. Zepelak Trust was held at the April 18, 2022 Village Board meeting. There was no public comment or discussion from the Village Board.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No.

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

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 \_\_\_\_\_

#### **ORDINANCE NO.**

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

WHEREAS, the Trustee of the Stanley L. Zepelak Trust under a certain agreement dated April 26, 1989, hereinafter called "Owners" and/or "Petitioners" has filed an application to amend the Annexation Agreement by and between the Village of North Aurora and the Stanley L. Zepelak Trust approved by Ordinance No. 12-11-19-01 dated November 19, 2012 (the "Annexation Agreement") for certain property legally described in Exhibit "A" attached to the Amendment to the Annexation Agreement (hereinafter referred to as the "Property") entered into by the Village of North Aurora, an Illinois Municipal corporation (the "Village"), the Stanley L. Zepelak Trust under a certain agreement dated April 26, 1989, (the "Owners") and Fiduciary Real Estate Development, Inc., a Wisconsin business corporation (the "Developer") (hereinafter referred to as the "Annexation Agreement Amendment")"; and,

WHEREAS, the Property is located in the Village, Kane County, Illinois, and was annexed pursuant to the Annexation Agreement by Ordinance No. 12-11-19-02, dated November 19, 2012, and Zoned R-4 General Residential District subject as part of a Planned Unit Development by Ordinance No. 12-11-19-03, as modified by Ordinance No. 13-01-07-02; and

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

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

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

**WHEREAS**, the President and the Trustees have considered the Amendment pursuant to notice and a public hearing as required by law and find the Amendment is in the best interests of the Village of North Aurora.

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

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

2. The First Amendment to Annexation Agreement is hereby approved in the form attached as Exhibit "B".

3. The Village President and Village Deputy Clerk are hereby authorized and directed to sign the Amendment to Annexation Agreement, and the Village staff are hereby authorized and directed to record the Annexation Agreement amendment and take whatever actions are necessary and appropriate to give effect to its terms.

4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

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

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk

#### Exhibit "A"

#### Legal Description

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

Commonly known as:

Vacant Land Orchard Road Farm – West of Orchard Road, North of Tanner Road, Kane County, Illinois

## **Exhibit "B"** First Amendment to Annexation Agreement

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

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

#### WITNESSETH:

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

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

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

WHEREAS, Developer is the contract purchaser of the North Parcel; and

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

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

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

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

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

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

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

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

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

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

Owner/Developer have made proper application to the Village for Amendment to the Annexation Agreement affecting the Property. The Property is already annexed to the Village of North Aurora and subject to applicable statutes, local ordinances and codes and the terms and conditions of Annexation Agreement as amended herein. This Amendment to the Annexation Agreement shall modify the Annexation Agreement only to the extent that this Amendment deviates explicitly from the Annexation Agreement or as necessarily implied from the explicit deviations from the Annexation Agreement in this Amendment. If any provisions of the Annexation Agreement cannot be reconciled and harmonized with this Amendment, this Amendment shall supersede and control. C. **<u>ZONING</u>**. Notwithstanding anything to the contrary set forth in the Annexation Agreement, or elsewhere, including, without limitation, Section 3 of the Annexation Agreement, the parties hereto agree that the following language shall apply to the Property:

1. Owner/Developer have made proper application to the Village for Amendment to PUD Ordinance. Immediately upon approval of the Amendment to the Annexation Agreement, without the need for additional public hearing, the Amended PUD Ordinance affecting the R-4 General Residential District area north of the access road to be provided onto Orchard Road, the North Parcel, shall be approved, as described and identified below.

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

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

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

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

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

Any revisions to the Preliminary Plans and/or Final Plans to accommodate any required Kane County traffic improvements or easement restrictions adjacent to Orchard Road or the Deerpath Connector Road shall be deemed be a technical change to the development plans and may be approved administratively by the Community Development Director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The recapture requirements for sanitary sewer extension improvements owed to Richmar Realty have been fully satisfied, and no further obligations exist regarding the recapture requirements for sanitary sewer extension improvements owed to Richmar Realty. Owner and Developer hereby acknowledge their obligation to pay their proportionate share of the sanitary sewer extension provided to the Property by Fox Valley West Properties, the developer of the Auto Mall property, the cost for which is \$308.28 per acre, which shall be paid as provided in the Annexation Agreement, and upon making such payment in accordance with Annexation Agreement, all obligations and liabilities of the Property shall be satisfied. By way of example, when the Developer pays its proportionate share of the foregoing outstanding costs, then the Developer and anyone who comes into title to the Property shall no longer have any recapture obligations related to the sanitary sewer extension provided to the Property by Fox Valley Wes Properties. Except as described in the immediately prior sentence, there are no other recaptures owed or outstanding for the Property. 3. <u>Access to the Property from Orchard Road</u>. Section 7.H of the Annexation Agreement is clarified and amended only as follows:

Developer and Owner shall dedicate up to eighty feet (80') of right of way to the Village on a final plat of subdivision of the North Parcel, and Developer shall construct the extension of the Deerpath Connector Road, which shall be named Zepelak Drive by the Village, as generally illustrated in Exhibit E to the Annexation Agreement. The Village hereby agrees that it shall only require an eighty-foot (80') right-of-way, with ten-foot (10') roadway and public utility easements on each side, unless greater right-of-way is required by Kane County. The Developer shall complete the dedication of the Deerpath Connector Road and access easements to the Village by a subdivision plat of the North Parcel before any permits are issued, and the Village shall maintain the Deerpath Connector Road as public roadway after acceptance of the Deerpath Connector Road when the one-year maintenance obligation period is successfully completed in accordance with Village code. At the time of the development of the North Parcel, the Developer shall construct the Deerpath Connector Road and any turn lanes and intersection improvements from Deerpath Road to Orchard Road as depicted on Exhibit E attached hereto or as expressly required by KDOT for Developer's development of the North Parcel. Developer shall provide stormwater detention for only the improvements shown on Exhibit E. All of the improvements shown on Exhibit E shall be constructed at Developer's sole cost and without any recapture from the Owner or the South Parcel. Owner and Owner's successors in interest, including, without limitation, successors in title shall be responsible for any improvements or alterations to the Deerpath Connector Road required by the Village or KDOT in connection with the development of the South Parcel (collectively, "South Parcel Deerpath Improvements"). Developer and its successors in interest, including, without limitation, Developer's successors in title shall not be responsible, financially or otherwise, for South Parcel Deerpath Improvements. All of the South Parcel Deerpath Improvements shall be constructed at Owner's sole cost and without any recapture from the Developer, Developer's successors in interest, including, without limitation, successors in title, or the North Parcel.

The Village does not currently require signalization at the intersection of the Deerpath Connector Road and Orchard Road because signalization is not yet warranted or required by KDOT, and the Owner shall continue to be responsible for the signalization if warranted by future development of the Owner's South Parcel with the right of recapture from the Mango Creek Property, as provided in Section E.1 of the Annexation Agreement. The Village and Owner hereby agree that the Developer and Developer's successors in interest, including, without limitation, successor in title shall not be responsible, financially or otherwise, for signalization at the intersection of the Deerpath Connector Road and Orchard Road.

If Kane County requires off-site improvements in connection with Developer's development of the North Parcel, the Developer shall perform those improvements and may enter into a recapture agreement with the Village to recapture the allocable cost of such improvements from properties that directly benefit thereby, including, without limitation, the Mango Creek Property, as provided in Section E.1 of the Annexation Agreement, but not from the South Parcel.

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

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

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

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

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

### G. <u>DEDICATION AND MAINTENANCE OF QUASI-PUBLIC</u> <u>IMPPROVEMENTS</u>.

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

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

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

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

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

I. <u>BINDING EFFECT AND TERM</u>. This Amendment to the Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for the period of twenty (20) years from the date hereof. In the event that the Developer does not acquire record title to the North Parcel by \_\_\_\_\_\_,

202\_, the Developer shall no longer be a party to this Annexation Agreement, and the Village and Owner may enter into further amendments without the Developer.

J. <u>COVENANT RUNNING WITH THE LAND</u>. This Amendment to the Annexation Agreement constitutes a covenant running with the land and is binding upon the parties hereto, all grantees, successors in interest, assigns and lessees, and successor Village Board. (Authority for Extension?)

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

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

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

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

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

If to Village:	Village Community Development Director VILLAGE OF NORTH AURORA 25 East State Street North Aurora, IL 60542
With a copy to:	Kevin G. Drendel Drendel & Jansons Law Group 111 Flinn Street Batavia, IL 60510
If to Owner:	Stanley L. Zepelak Trust c/o Stanley L. Zepelak, Lucaya Asset Management, LLC 17753 Lucaya Drive Lakewood Ranch, FL 34202

With a copy to:	John F. Philipchuck Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan and Bernhard, Ltd. 123 Water Street Naperville, IL 60540
If to Developer:	Steven Bersell Fiduciary Real Estate Development, Inc. 789 North Water Street, Suite 200 Milwaukee, WI 53202
	Anthony DeRosa Fiduciary Real Estate Development, Inc. 789 North Water Street, Suite 200 Milwaukee, WI 53202
With a copy to:	Quarles & Brady LLP Attention: Daniel A. Kaminsky 411 East Wisconsin Avenue, Suite 2400 Milwaukee, Wisconsin 53202

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

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

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

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

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

[Village Signature Page to First Amendment to Annexation Agreement]

## VILLAGE OF NORTH AURORA, ILLINOIS an Illinois Municipal Corporation

	By:			
ATTEST:		Village Preside	nt	
Village Clerk	_			
STATE OF ILLINOIS	)			
COUNTY OF	) 55			
I,		, a Notary Publ	ic in and for	said County, in the State
aforesaid, DO HEREBY CERTIFY, , an Illinois			, who is per	, of rsonally known to me to
be the same person whose name is this day in person and acknowledge free and voluntary act as said company for the uses and purposes t	subscri d that h an	bed to the forego e signed and deli d as the free and	oing instrum ivered the sai	ent, appeared before me id instrument as his own
GIVEN under my hand and Notarial	Seal th	nis	day of	, 2022.
Notary Public:				

Print Name:	
My commission expires	

[Owner Signature Page to First Amendment to Annexation Agreement]

#### **OWNER:**

Lucaya Asset Management, LLC a Florida limited liability company

By: \_\_\_\_\_

Stanley l. Zepelak, Manager

STATE OF ILI	LINOIS	)
		) SS
COUNTY OF		)

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

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

Notary Public:

Print Name:	
My commission expires	

[Developer Signature Page to First Amendment to Annexation Agreement]

### **DEVELOPER**:

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

By: \_\_\_\_\_\_\_\_Steven Bersell, its COO

STATE OF WISCONSIN ) ) SS COUNTY OF )

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

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

Notary Public:

Print Name:	
My commission expires	

## EXHIBITS

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

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

Commonly known as:

Vacant Land Orchard Road Farm – West of Orchard Road, North of Tanner Road, Kane County, Illinois

## Exhibit B – AMENDMENT TO ZONING/PUD ORDINANCE

## EXHIBIT C – PRELIMINARY PLANS

[Includes, without limitation, signage plans]

## **EXHIBIT D - PRELIMINARY SITE PLAN**

## EXHIBIT E – ROAD IMPROVEMENT EXHIBIT

1	ORDINANCE NO.
1 2	
2	AN ORDINANCE AMENDING ORDINANCE NO. 13-01-07-03 ZONING AND GRANTING
4	A SPECIAL USE AS PLANNED UNIT DEVELOPMENT FOR COMMERCIAL AND
<del>-</del> 5	MULTI-FAMILY USE FOR THE PROPERTY LOCATED
6	WEST OF ORCHARD ROAD, NORTH OF TANNER ROAD AND
7	EAST OF DEERPATH ROAD IN THE VILLAGE OF NORTH AURORA
8	EAST OF DEEKLATH KOAD IN THE VILLAGE OF NORTH AUKOKA
o 9	WHEREAS, Lucaya Asset Management, LLC, a Florida limited liability company
9 10	hereinafter called "Owner" and/or "Petitioners" has filed an application to amend the Annexation
10	Agreement by and between the Village of North Aurora and the Stanley L. Zepelak Trust
11	approved by Ordinance No. 12-11-19-01 dated November 19, 2012 (the "Annexation
12	Agreement") for certain property legally described in Exhibit "A" attached to the Amendment to
13	the Annexation Agreement (hereinafter referred to as the "Property") entered into by the Village
15	of North Aurora, an Illinois Municipal corporation (the "Village"), the Stanley L. Zepelak Trust
16	under a certain agreement dated April 26, 1989, (the "Owners") and FRED-North Aurora HC,
17	LLC, a Wisconsin limited liability company (the "Developer") (hereinafter referred to as the
18	"Annexation Agreement Amendment")"
19	
20	WHEREAS, a petition requesting an amendment to the B-2 General Commercial, R-4
20	General Residential District and Mixed Use PUD Development approved by Ordinance No. 12-11-
22	19-03 as modified by Ordinance No. 13-01-07-03 for just the Property has been filed with the
23	Village, by the Owner and Developer; and
23	vinage, by the owner and Developer, and
25	WHEREAS, the petitioners desire to develop the Property as a planned unit development
26	in the R-4 General Residential District for the area north of the access road to be provided onto
27	Orchard Road identified in the Annexation Agreement Amendment; and
28	
29	WHEREAS, a public hearing was held on the application before the Plan Commission of
30	the Village of North Aurora (hereinafter referred to as the "Plan Commission"), on March 1,
31	2022, pursuant to the requirements of the North Aurora Municipal Code and the Illinois
32	Municipal Code; and
33	
34	WHEREAS, the Plan Commission has recommended approval of the application with
35	certain flexibility and subject to certain conditions, as indicated in the Plan Commission Minutes
36	of the same date as the hearing (hereinafter referred to as the "Plan Commission Minutes"); and
37	
38	WHEREAS, the President and Board of Trustees of the Village have concluded that the
39	reasons set forth in the Plan Commission Report for the recommendation of approval are well
40	founded and are consistent with the Zoning Ordinance and other Ordinances of the Village; and
41	
42	WHEREAS, the Petitioners have submitted all documentation required by the Village for
43	its review of the proposed development; and
44	
	137474/1

### Page 2 of 6

1	W	HEREAS, the Annexation Agreement Amendment sets forth an orderly process for the	
2	Village's administration of the development of the Property pursuant to the Development Plans		
3	identified	in and approved by the Annexation Agreement Amendment; and	
4			
5	W	<b>HEREAS</b> , the President and the Board of Trustees of the Village of North Aurora have	
6	determine	ed that the best interests of the Village will be attained by granting to the Property the	
7	special u	se for a planned development pursuant to the Development Plans identified in and	
8	approved	by the Annexation Agreement Amendment.	
9			
10		OW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE	
11	VILLAG	E OF NORTH AURORA, KANE COUNTY, ILLINOIS, as follows:	
12			
13	1. R	ECITALS	
14			
15		ne representations and recitations set forth in the foregoing Recitals are material to this	
16	Ordinanc	e and are hereby incorporated into and become a part of this Ordinance as though they	
17	were full	y set forth in this Section 1	
18			
19	2. L	AND USE REQUIREMENT.	
20			
21		ne Property shall be developed subject to the following deviations from the North	
22		Iunicipal Code and operated in compliance with this Ordinance and all applicable	
23	ordinance	es of the Village that are not in conflict with this Ordinance, except as provided for in	
24	the Anne	xation Agreement, as amended:	
25			
26	2.	1 The Property shall be developed substantially consistent with the Development	
27		Plans attached to and approved by the Annexation Agreement Amendment.	
28			
29	2.	2 It is understood between the parties that office uses are generally permitted within	
30		the R-4 General Residential District.	
31			
32	2.	3 The Property shall be developed consistent with the Preliminary Development	
33		Plans and Preliminary Site Plan approved by and attached to the Annexation	
34		Agreement Amendment for the Property as finalized pursuant to the process	
35		identified in the Annexation Agreement Amendment.	
36			
37	2.	4 The following deviations from the general requirements of the R-4 General	
38		Residential District and subdivision control provisions of the North Aurora	
39		Municipal Code and conditions are hereby approved for the Property:.	
40			
41		2.4.1 Parking.	
42			
43		2.4.3.1 Parking shall be provided consistent with the Preliminary Plans	
		·	

# Page **3** of **6**

1 2		••	nd attached to the Annexation Agreemen this Amendment to the PUD Ordinance;
3			
4		4.1.2 Within the off-st	reet parking facilities two-way traffic aisles shal
5			-four (24) feet in width; and
6		112 One perking lot	island shall be provided between every ten (10)
7 8		parking spaces.	island shall be provided between every ten (10)
8 9		parking spaces.	
9 10		4.14 A total of 172 and	closed parking spaces shall be provided for a tota
11			al units representing a parking ratio of 0.66
12			spaces per residential unit, provided that some
12			han one enclosed parking space.
14		units have more t	han one enclosed parking space.
15	2.4.2	andscaping.	
16	2.7.2	indscuping.	
17		4.2.1 If Kane County	prohibits the planting of parkway trees along
18		-	e petitioner shall plant additional trees within the
19			r along Orchard Road at a ratio of one (1) tree for
20		-	kway trees. Such changes shall also be deemed to
21		• • • •	Thange" to the development plans;
22			
23		4.2.2 The petitioner s	shall to the greatest extent reasonably possible
24		-	e health of the existing trees, including their
25			systems, on the residential properties located
26		directly to the we	• • • •
27		5	
28		4.2.3 All planted parky	vay trees shall be the species and sizes specifically
29			oter 16.12.190.C.8 of the Subdivision Ordinance;
30		1	
31		4.2.4 The required 50	)' landscaped buffer on Orchard Road may be
32		reduced to 35' t	to accommodate the additional 15' right-of-way
33		required by Ka	ne County the terms of which right-of-way
34		dedication are	included in the Intergovernmental Agreemen
35		between the Villa	ge and Kane County.
36			
37	2.4.3	edestrian Pathways	
38			
39		-	ways shall be constructed consistent with the
40		•	s approved by and attached to the Annexation
41		Agreement Amer	idment and Amendment to the PUD Ordinance;
42			
43		4.3.2 The pedestrian w	alkway along Orchard Road shall either become a

# Page 4 of 6

1 2	public sidewalk (public access easement) or be moved into the adjacent right-of-way.
3	
4 5	2.4.4 Dumpsters. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.
6	enerosed per section i minit of the Loning of antalianeer
7	2.4.5 Photometrics. A photometric plan shall be submitted and approved by the
8	Village Community Development Director in keeping with Village
9	ordinances and codes the prior to building permit issuance.
10	
11	2.4.6 Architecture: The building elevations, materials, and design elements shall
12	be consistent with the Preliminary Plans approved by and attached to the
13	Annexation Agreement Amendment.
14	
15	3. SITE DEVELOPMENT STANDARDS:
16	
17	All site development standards of the North Aurora Code for planned unit developments
18	shall be applied to the Property, except as modified by the provisions of this Amendment to the
19	PUD Ordinance and of the Annexation Agreement Amendment.
20	
21	4. FINAL PLAN APPROVAL, DEVELOPMENT PROCESS.
22	
23	The final plan approval shall be handled pursuant to the Annexation Agreement
24	Amendment, and the development process shall be handled per the Annexation Agreement
25	Amendment and this Ordinance in keeping with the Village ordnances and codes.
26	
27	5. INCORPORATION OF PROVISIONS OF ANNEXATION AGREEMENT.
28	The englicity and the Annoustics Assessed Amondment are bouched
29 20	The applicable provisions of the Annexation Agreement Amendment are hereby
30 21	incorporated herein as if fully set forth herein, and shall be construed as a part of the substance of this Ordinance. In the event of a conflict between this Ordinance and the Annexation
31	Agreement, the terms of the Annexation Agreement Amendment shall supersede and prevail over
32 33	the terms of this Ordinance.
33 34	the terms of this oftendance.
34 35	6. INCORPORATION OF THE PROVISIONS OF THE PUD ORDINANCE.
36	
37	All the terms and provisions of the PUD Ordinance and the general provisions of the
38	North Aurora Zoning Code, Subdivision Code and other codes and ordinances not amended by
39	this Ordinance or Annexation Agreement Amendment shall remain in force and effect.
40	
41	7. COMPLIANCE WITH STATE STATUTES.
42	
43	In the event that any one or more provisions of this Ordinance do not comply with any

# Page 5 of 6

one or more provisions of the Illinois Compiled Statute and the governing rules of the Water 1 Pollution Control Board or the Federal or State Environmental Protection Agencies, then the 2 Village, Owner, and all of their respective successors and assigns, agree to cooperate to comply 3 with said provisions which shall include, but not be limited to, the passage of resolutions and 4 ordinances to accomplish such compliance. 5 6 CONFLICT IN REGULATIONS AND ORDINANCES. 9. 7 8 The provisions of this Ordinance shall supersede the provisions of any ordinance, code, or 9 regulation of the Village which may be in conflict with the provisions of this Ordinance. 10

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34 35 INCORPORATION OF EXHIBITS.

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

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

11. EFFECTIVE DATE.

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

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

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

Mark Carroll Laura Curtis Mark Gaffino \_\_\_\_\_ Mark Guethle Carolyn Salazar Michael Lowery

APPROVED and signed by me as the President of the Board of Trustees of the Village of North 36 Aurora, Kane County, Illinois, this day of , 2022. 37

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ATTEST: 41 42

Village President

Village Clerk 43

# Page 6 of 6

1	EXHIBIT 1
2	
3	Plan Commission Meeting Minutes, Findings & Recommendation
4	

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

# CALL TO ORDER

Chairman Mike Brackett called the meeting to order.

# ROLL CALL

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

Not in attendance: Mark Bozik and Tom Lenkart

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

Also in attendance: Kevin Drendel, Village Attorney

# **APPROVAL OF MINUTES**

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

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

# PUBLIC HEARING

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

Chairman Mike Brackett called the public hearing to order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chairman Mike Brackett closed the public hearing.

# **NEW BUSINESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **OLD BUSINESS** – None

# PLAN COMMISSIONER COMMENTS AND PROJECT UPDATES

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

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

# **ADJOURNMENT**

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

Respectfully Submitted,

Jessica Watkins Village Clerk



# SEASONS AT NORTH AURORA

North Aurora, Illinois

# FIDUCIARY REAL ESTATE DEVELOPMENT INC.



DATE: 26 APRIL 2022

CONCEPTUAL DEVELOPMENT SUBMISSION





# SITE STATISTICS

# MULTIFAMILY

**TWO STORY WALKUP BUILDINGS WITH 20 UNIT CONFIGURATIONS** ALONG WITH A CLUBHOUSE AND POOL

CLUBHOUSE - 4,942 SF

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

STUDIO ONE BEDROOM **TWO BEDROOM** THREE BEDROOM

**OVERALL UNIT COUNT 260** 

SITE AREA : 20.11 ACRES (12.9 UNITS/ACRE)

PARKING

ON SITE STALLS	40
ENCLOSED STALLS	17
TOTAL STALLS	57

**TYPICAL PARKING STALL DIMENSIONS: 9' X 18.5'** 

# LOT COVERAGE

SITE AREA	
BUILDINGS AND SITE STRUCTURES	
STIL STRUCTORES	

# SETBACKS

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

SCALE 1"=60'



Seasons at North Aurora **MULTIFAMILY DEVELOPMENT** 

20 UNI

Additional 15' Dedicated to

Orchard Rd Right of Way

403 (1.55 STALLS/UNIT) 172 (0.66 STALLS/UNIT) 75 (2.21 STALLS/UNIT)

945,303 SQFT (21.7ACRES) 198,416 SQFT (21%)





ON SITE STALLS	40
ENCLOSED STALLS	17
TOTAL STALLS	57

TYPICAL PARKING STALL DIMENSIONS: 9' X 18.5'

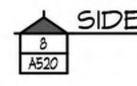
SITE AREA	
BUILDINGS AND SITE STRUCTURES	1

YARD REGULATIONS		CURRENT SETBACK
FRONT YARD	25 FT	25 FT
REAR YARD	30 FT	30 FT
INTERIOR SIDE YARD	10 FT	25 FT
CORNER SIDE YARD	30 FT	30 FT
ORCHARD ROAD LANDSCAPE BUFFER	35 FT	35 FT
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MOOSEHEART RD LANDSCAPE BUFFER	50 FT	50 FT

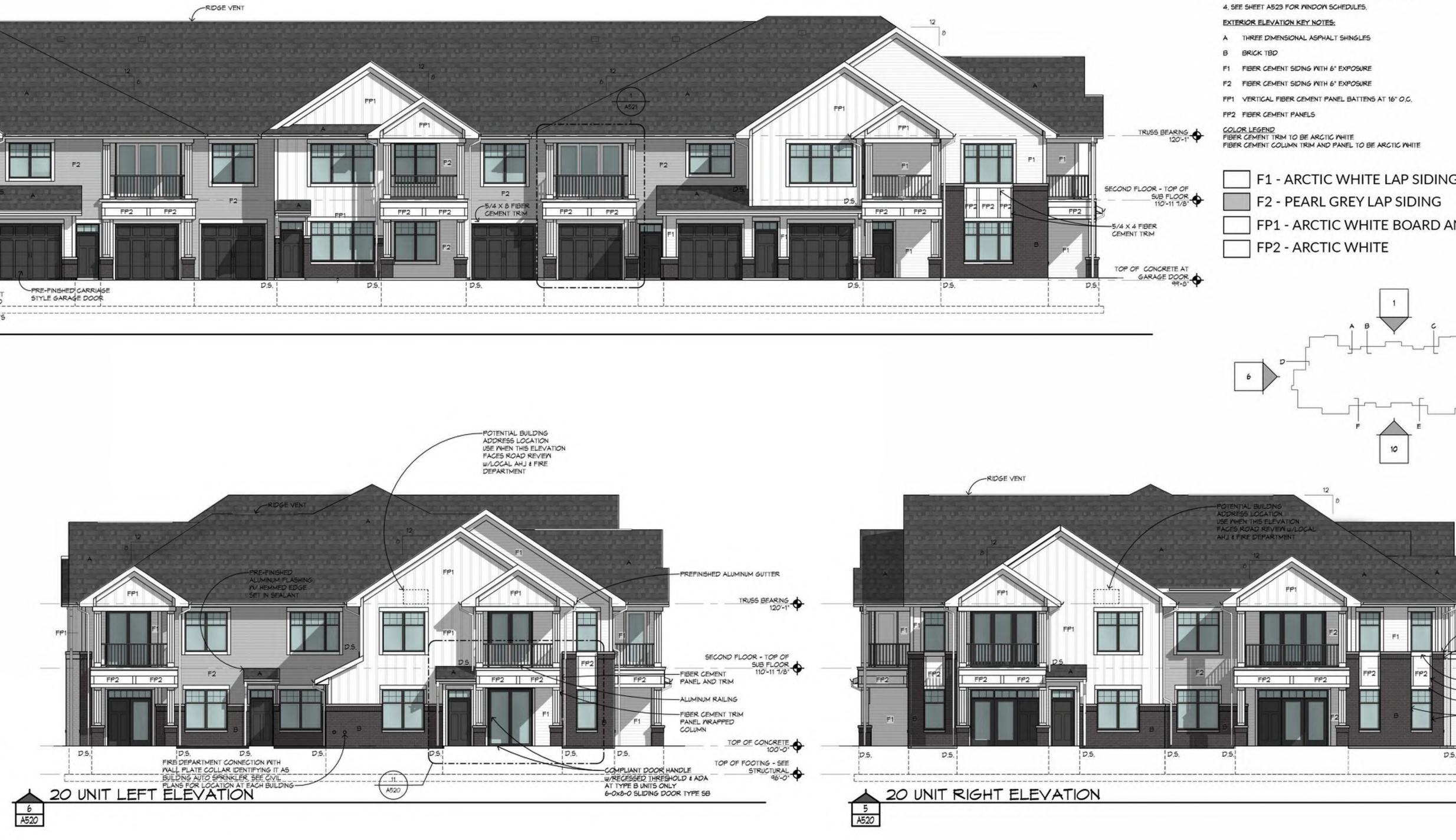




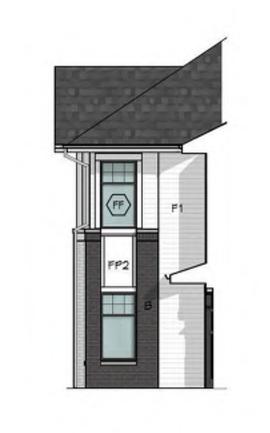




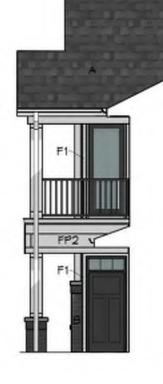






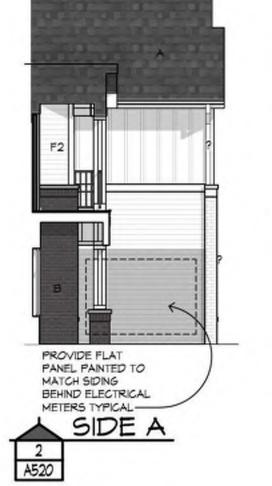


4 A520



SIDE B

3 A520





# 1/8" EXTERIOR ELEVATIONS - 20 UNIT A520



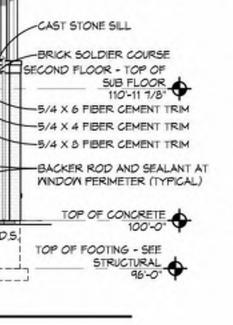
OP OF CONCRETE 100'-0 TOP OF FOOTING - SEE STRUCTURAL 46'-0"

TRUSS BEARING

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PROJECT

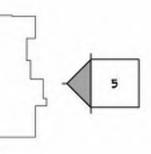
934



TRUSS BEARING

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NO. DATE DESCRIPTION



EXTERIOR ELEVATION GENERAL NOTES

1, PROVIDE CONCRETE SPLASH BLOCKS AT ALL DOWNSPOUTS WHICH SPILL ONTO GRADE OR ROOFS.

3. GUTTERS AND DOWNSPOUTS ARE PREFINISHED ALUMINUM.

2, ALL CONDUIT, METERS, VENTS, ETC, TO BE PAINTED TO MATCH ADJACENT SURFACE,

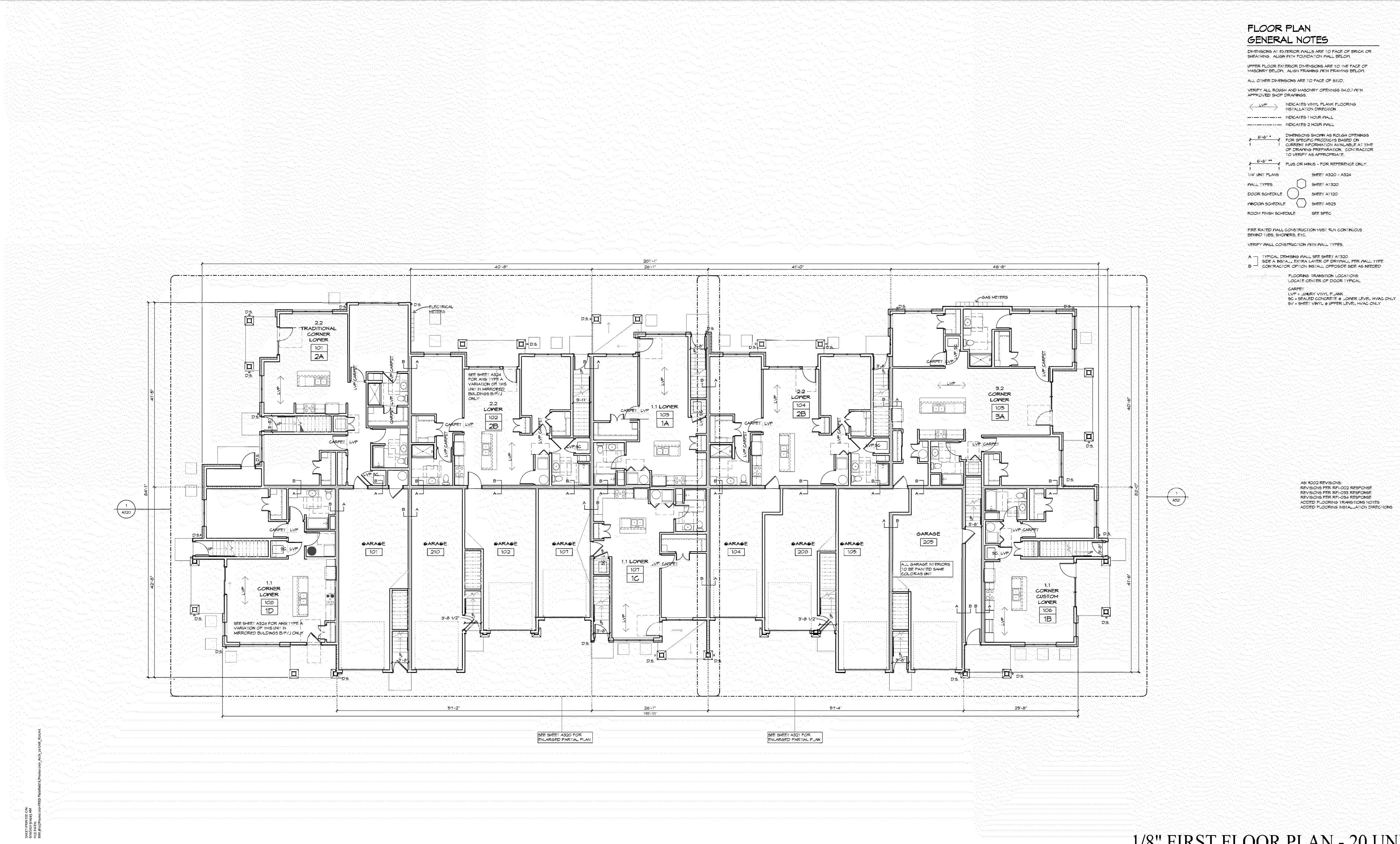




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1/8" FIRST FLOOR PLAN - 20 UNIT A221

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ADDED FLOORING TRANSITIONS NOTES

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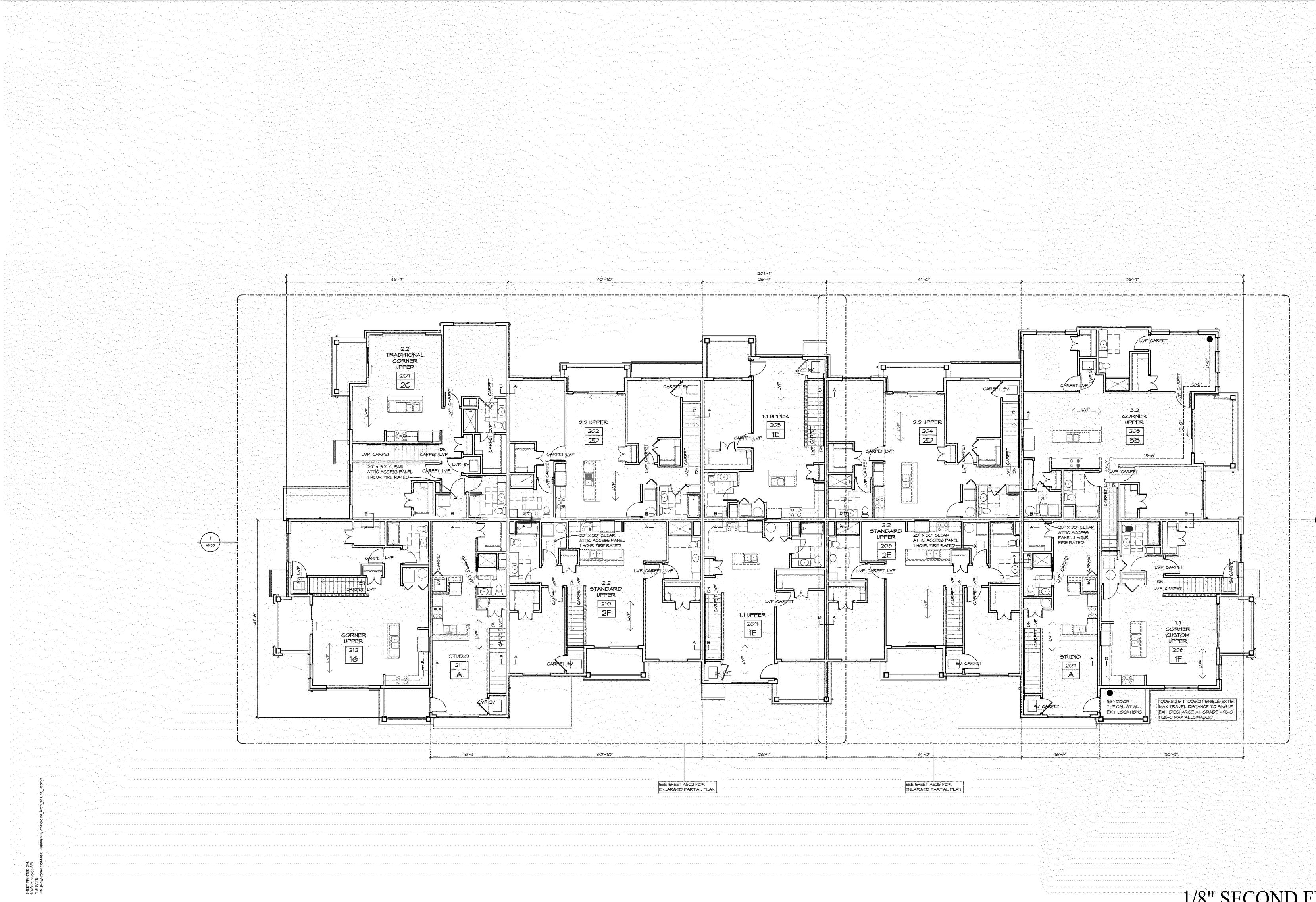
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PROJECT 2101

SHEET NO.



# 1/8" SECOND FLOOR PLAN - 20 UNIT A222

# FLOOR PLAN GENERAL NOTES

DIMENSIONS AT EXTERIOR WALLS ARE TO FACE OF BRICK OR SHEATHING ALIGN WITH FOUNDATION WALL BELOW

UPPER FLOOR EXTERIOR DIMENSIONS ARE TO THE FACE OF MASONRY BELOW. ALIGN FRAMING WITH FRAMING BELOW. ALL OTHER DIMENSIONS ARE TO PACE OF STUD

VERIFY ALL ROUGH AND MASONRY OPENINGS (M.O.) WITH APPROVED SHOP DRAWINGS

LVP INDICATES VINYL PLANK FLOORING INDICATES 1 HOUR WALL ----- INDICATES 2 HOUR MALL

6'-6" + DIMENSIONS SHOWN AS KOUCH OF EINING FOR SPECIFIC PRODUCTS BASED ON DIMENSIONS SHOWN AS ROUGH OPENINGS CURRENT INFORMATION AVAILABLE AT TIME OF DRAWING PREPARATION, CONTRACTOR

TO VERIFY AS APPROPRIATE. FLUS OR MINUS - FOR REFERENCE ONLY SHEET A320 - A324 1/4" UNIT PLANS SHEET AT320 MALL TYPES

DOOR SCHEDULE SHEET AT120 () SHEET A523 WINDOW SCHEDULE ROOM FINISH SCHEDULE SEE SPEC

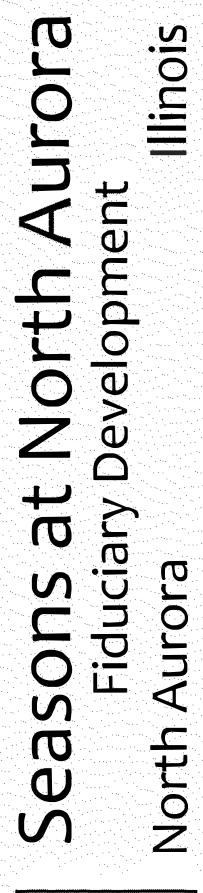
FIRE RATED WALL CONSTRUCTION MUST RUN CONTINUOUS BEHIND TUBS, SHOWERS, ETC.

VERIFY WALL CONSTRUCTION WITH WALL TYPES A - TYPICAL DEMISING WALL SEE SHEET AT 320 SIDE A INSTALL EXTRA LAYER OF DRYMALL PER MALL TYPE. 5 - CONTRACTOR OPTION INSTALL OPPOSIDE SIDE AS NEEDED

FLOORING TRANSITION LOCATIONS LOCATE CENTER OF DOOR TYPICAL CARPET LVP = LUXURY VINYL PLANK SC = SEALED CONCRETE @ LONER LEVEL HVAC ONLY SY = SHEET VINYL @ UPPER LEVEL HVAC ONLY

ASI #002 REVISIONS:

(A323)





# REVISIONS PER RFI-002 RESPONSE REVISIONS PER RFI-033 RESPONSE ADDED FLOORING TRANSITIONS NOTES ADDED FLOORING INSTALLATION DIRECTIONS

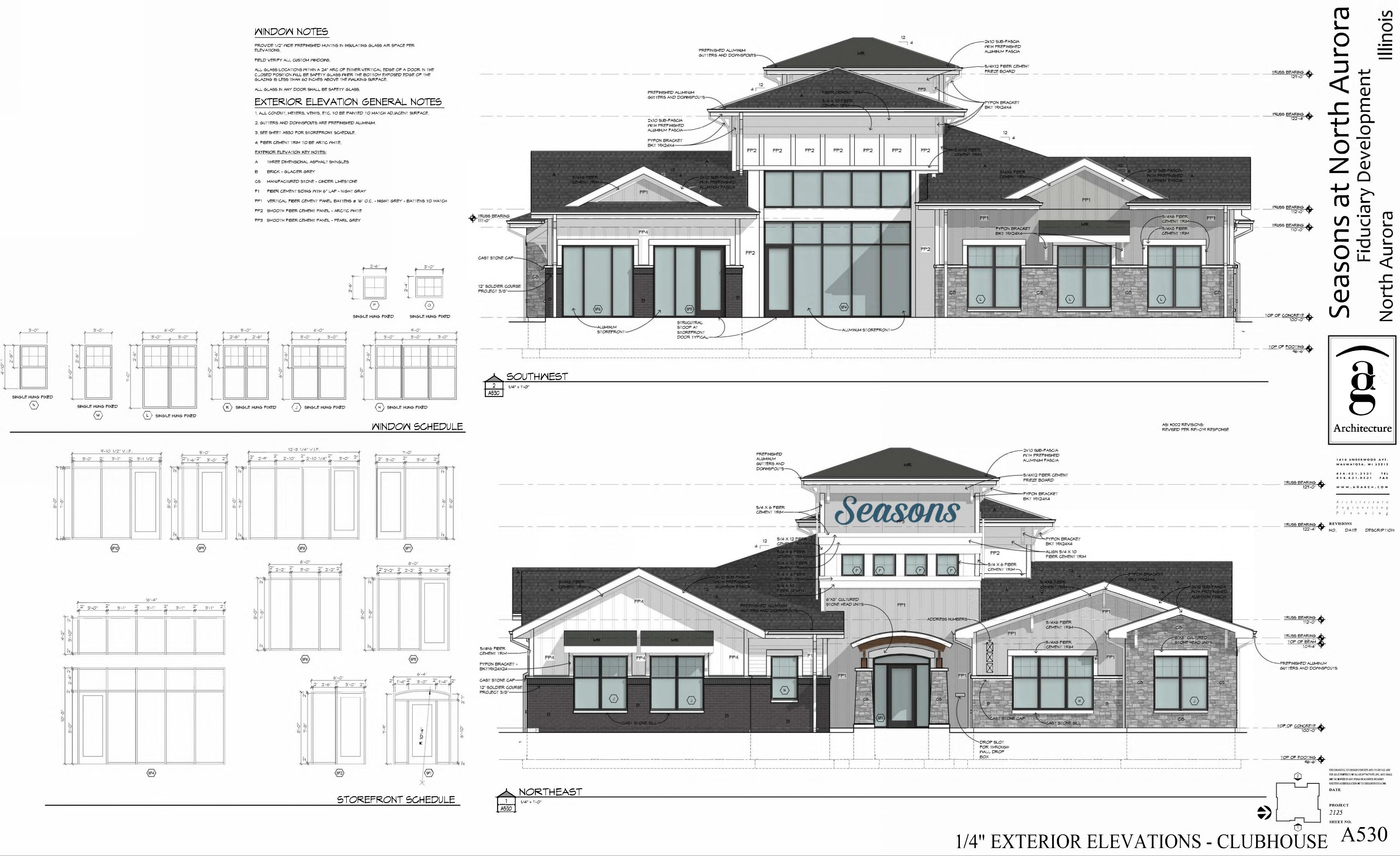
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「赤水であるとたたより、赤水の」 王旗宫主张自家军皇来宫。 State of the second state of the second REVISIONS

NO. DATE DESCRIPTION

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PROJECT 2101 SHEET NO.



SHEI 8/3/ FILE BIM



# WINDOW NOTES

# PROVIDE 1/2" WIDE PREFINISHED MUNTINS IN INSULATING GLASS AIR SPACE PER ELEVATIONS.

FIELD VERIFY ALL CUSTOM WINDOWS.

GLAZING IS LESS THAN 60 INCHES ABOVE THE WALKING SURFACE.

ALL GLASS IN ANY DOOR SHALL BE SAFETY GLASS.

1. ALL CONDUIT, METERS, VENTS, ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE, 2. GUTTERS AND DOWNSPOUTS ARE PREFINISHED ALUMINUM.

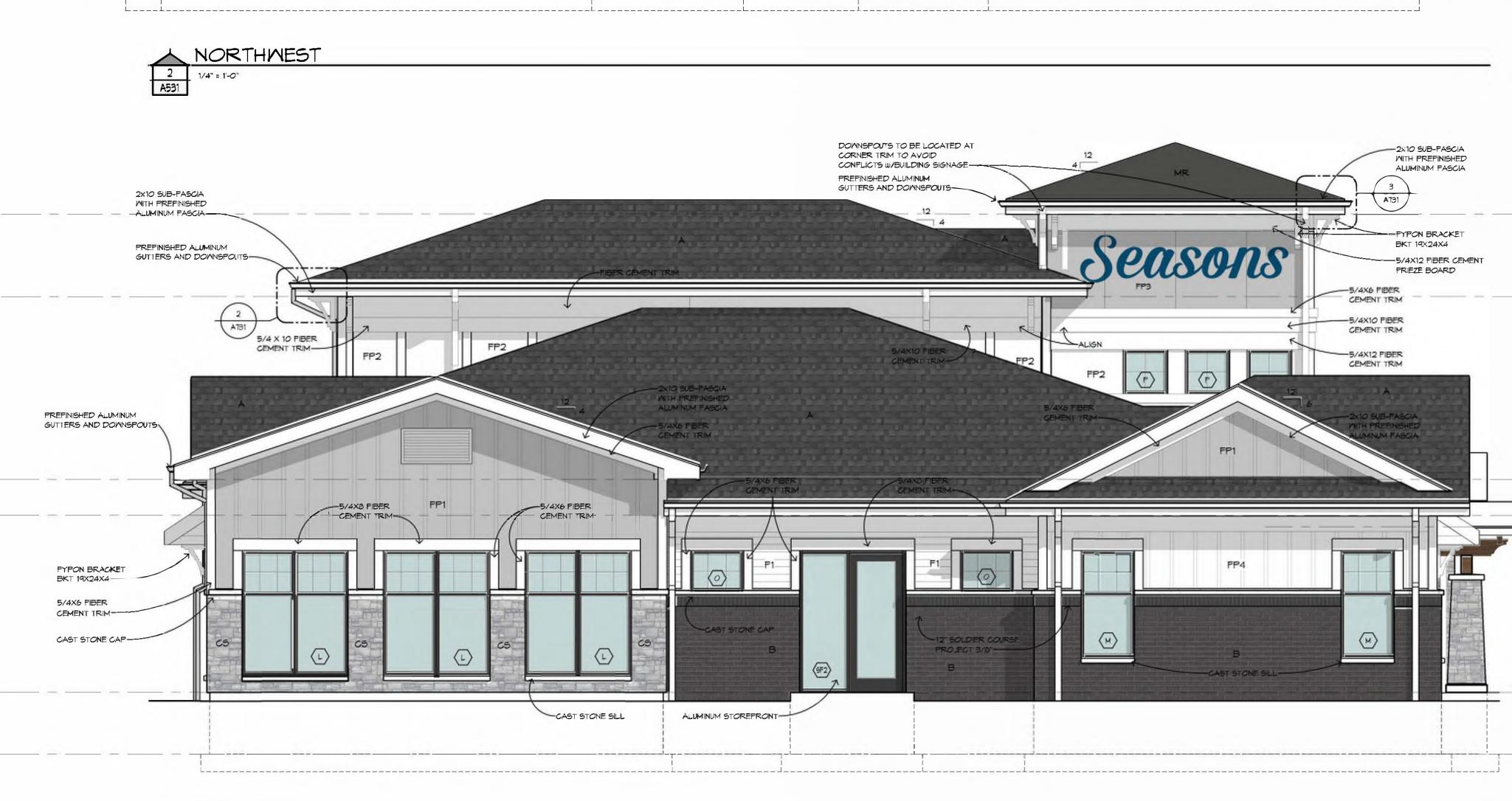
- 3. SEE SHEET A530 FOR STOREFRONT SCHEDULE.
- 4. FIBER CEMENT TRIM TO BE ARTIC WHITE.
- EXTERIOR ELEVATION KEY NOTES:
- A THREE DIMENSIONAL ASPHALT SHINGLES
- B BRICK GLACIER GREY
- CS MANUFACTURED STONE CINDER LIMESTONE

FI FIBER CEMENT SIDING WITH 6" LAP - NIGHT GRAY

FP2 SMOOTH FIBER CEMENT PANEL - ARCTIC WHITE FP3 SMOOTH FIBER CEMENT PANEL - PEARL GREY

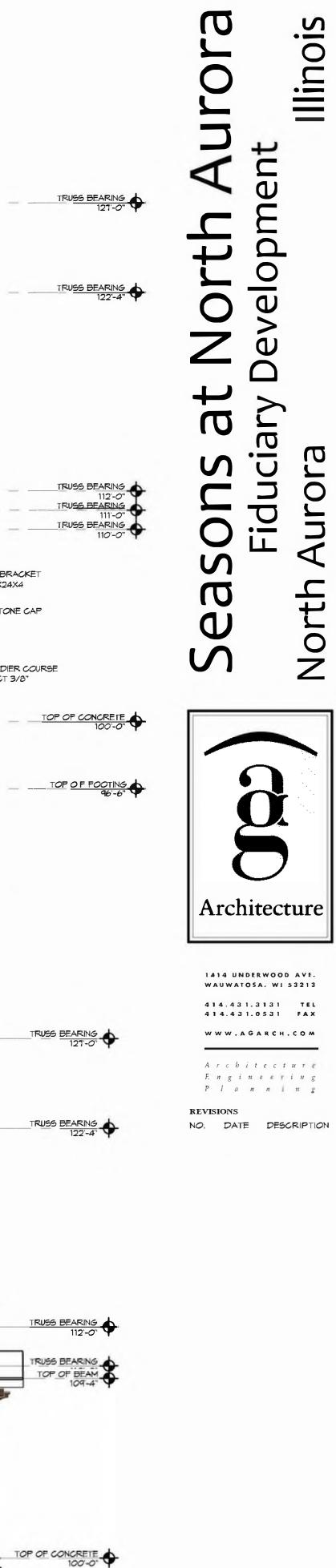
> ASI #002 REVISIONS: REVISED PER RFI-019 RESPONSE





5 SOUTHEAST 1 1/4" = 1'-0" A531

# 1/4" EXTERIOR ELEVATIONS - CLUBHOUSE A531

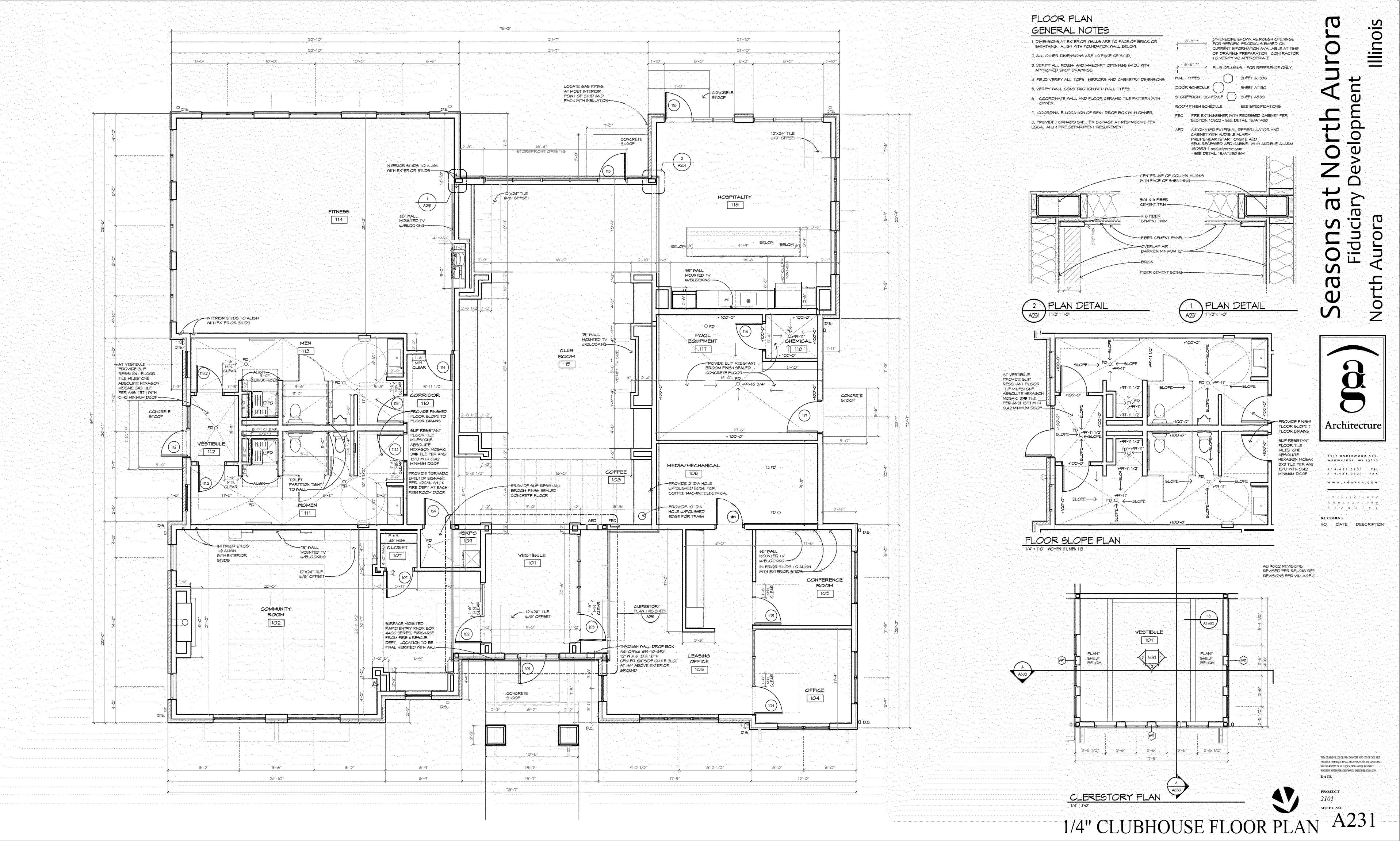


TOP OF FOOTING (-)

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PROJECT

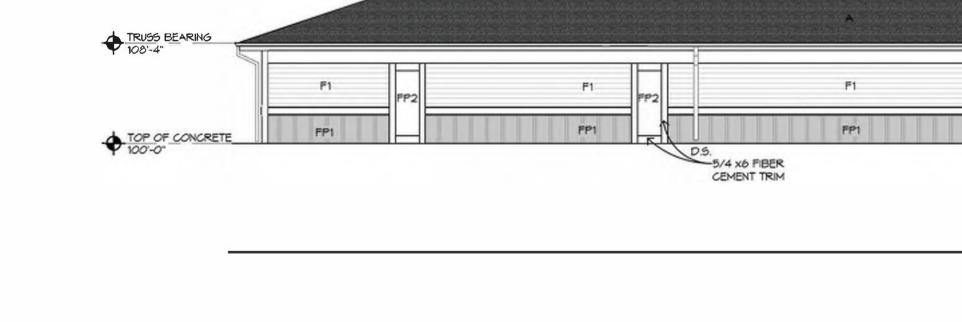
2125 SHEET NO.



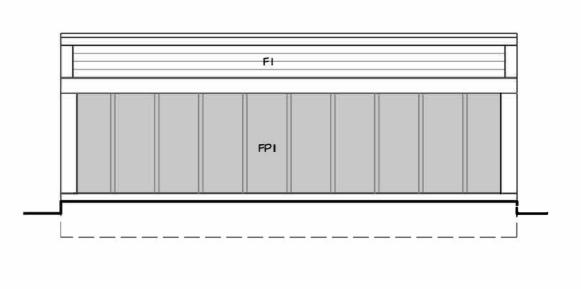
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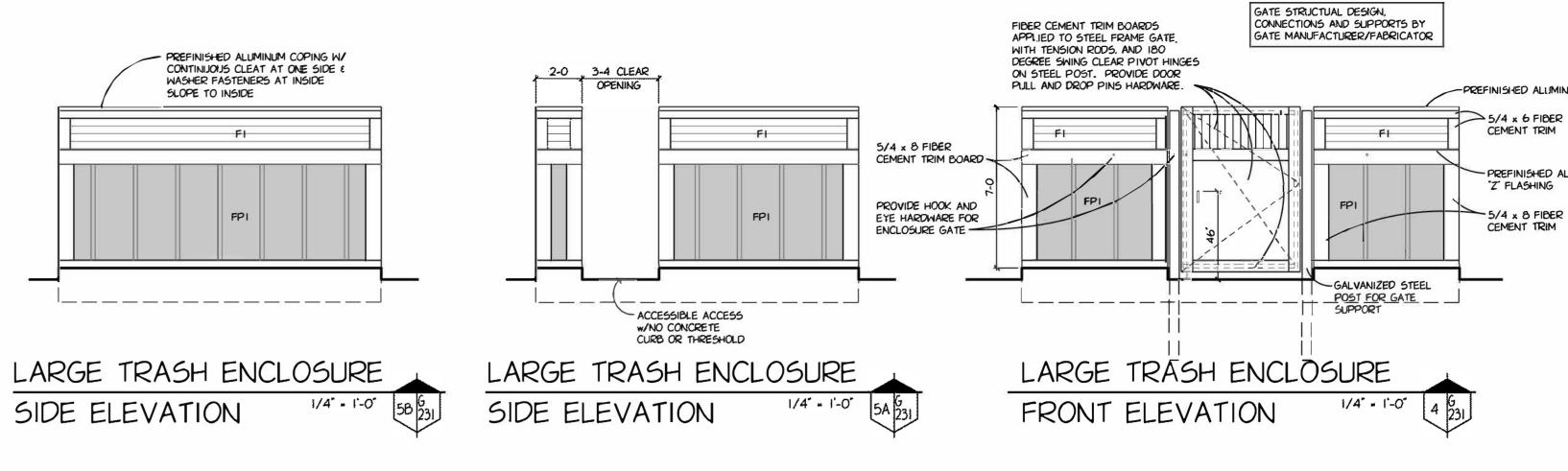


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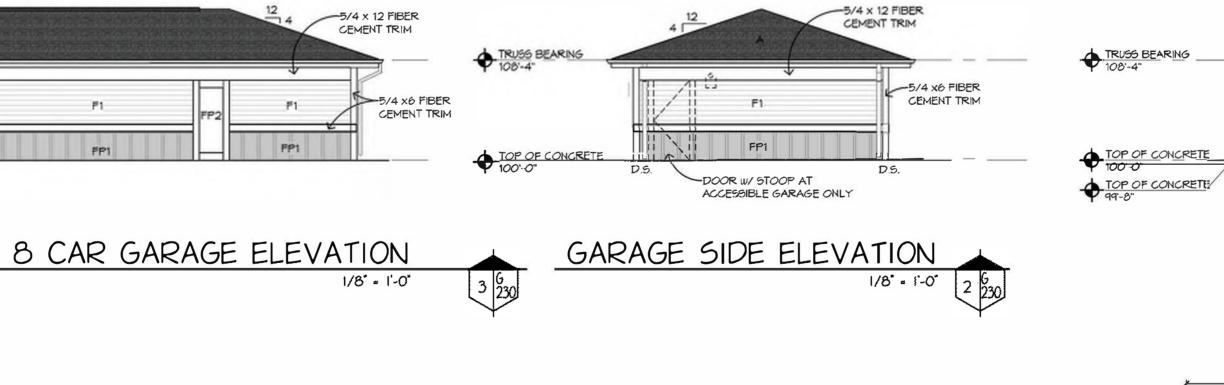
F1 - ARCTIC WHITE FP1 - PEARL GREY FP2 - ARCTIC WHITE

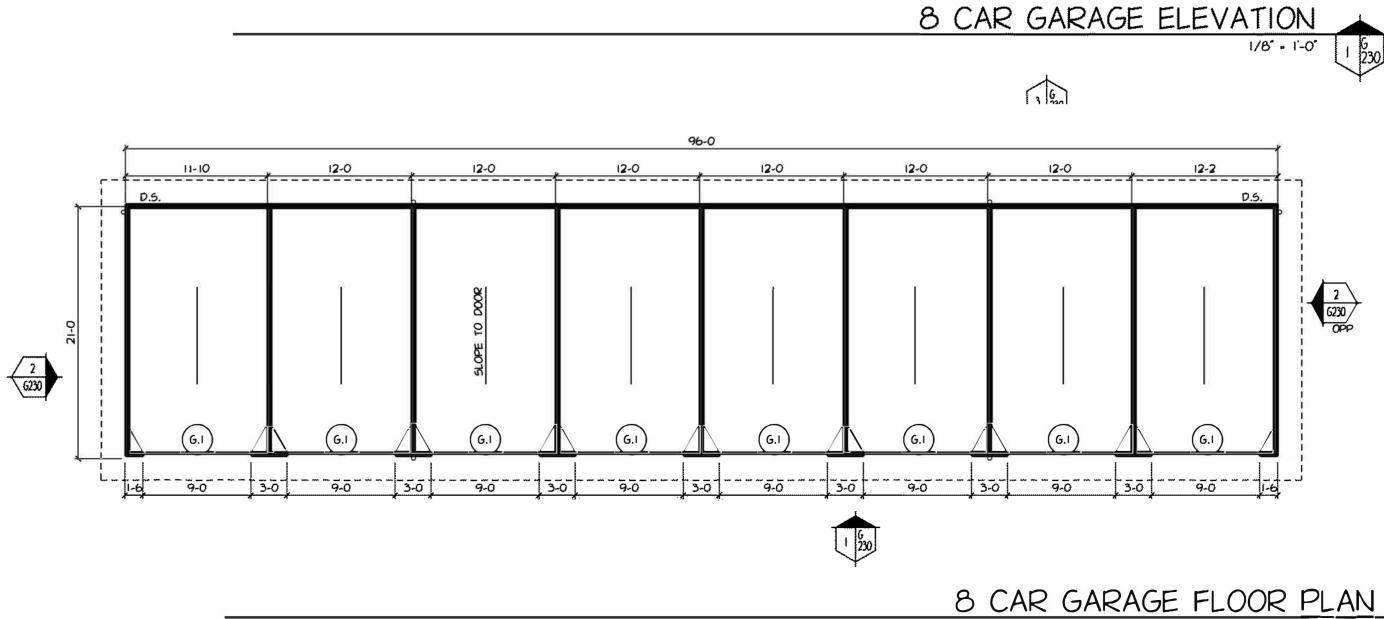


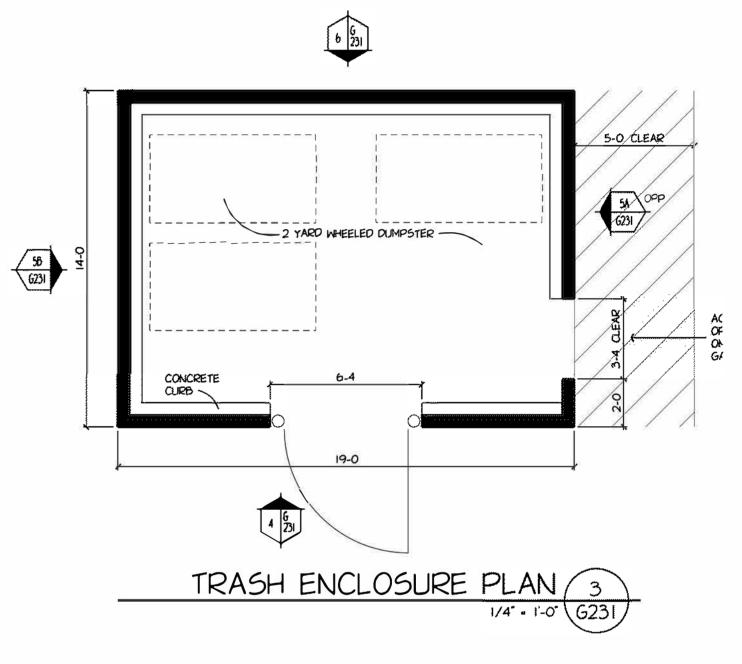


LARGE TRASH ENCLOSURE 1/4" = 1'-0" [6 23] BACK ELEVATION

SIDE ELEVATION







R.V.			
COACH LIGHT		-COACH LIGHT	5/4 x 1 CEMEN
FP1 FP1 FP1		F1 F1 F2 F2 F2 F2 F2 F2 F2 F2 F2 F2 F2 F2 F2	
D.5.	D.5.		

-PREFINISHED ALUMINIUM COPING

- PREFINISHED ALUMINUM - 5/4 x 8 FIDER CEMENT TRIM





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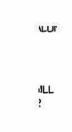
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DRAWN BY DRF DATE *30 OCT 2020* PROJECT *941* SHEET NO. SITE DETAILS G230

X 12 FIBER MENT TRIM

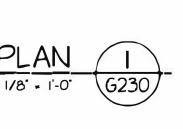




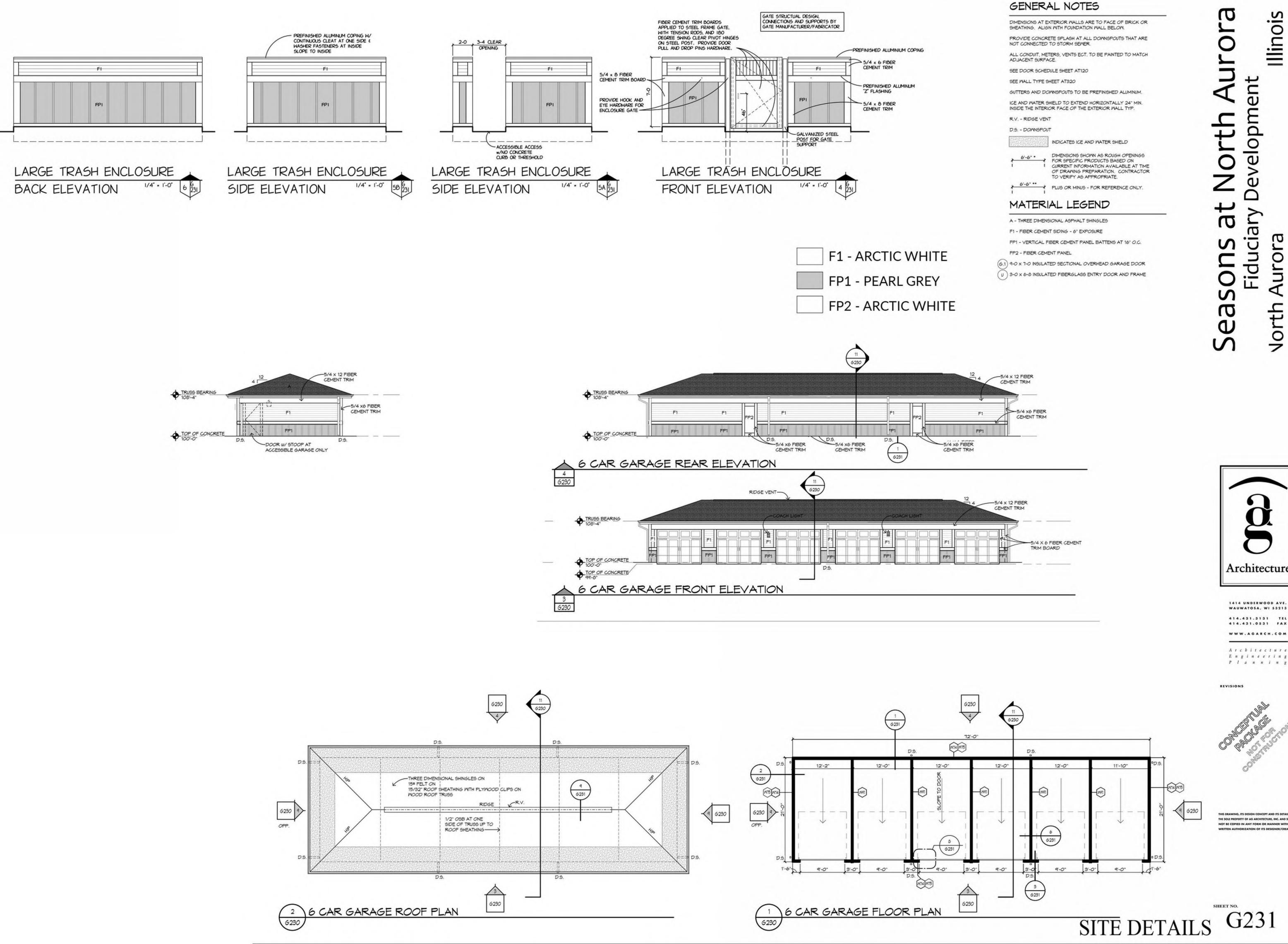












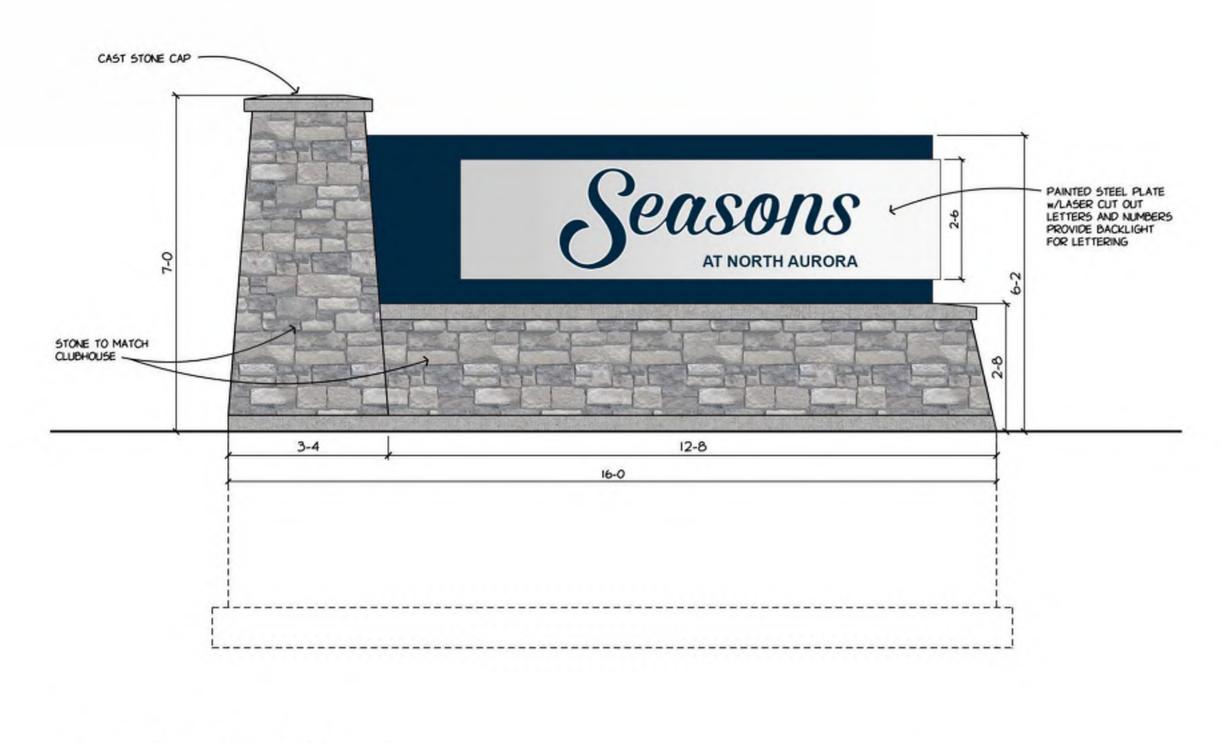
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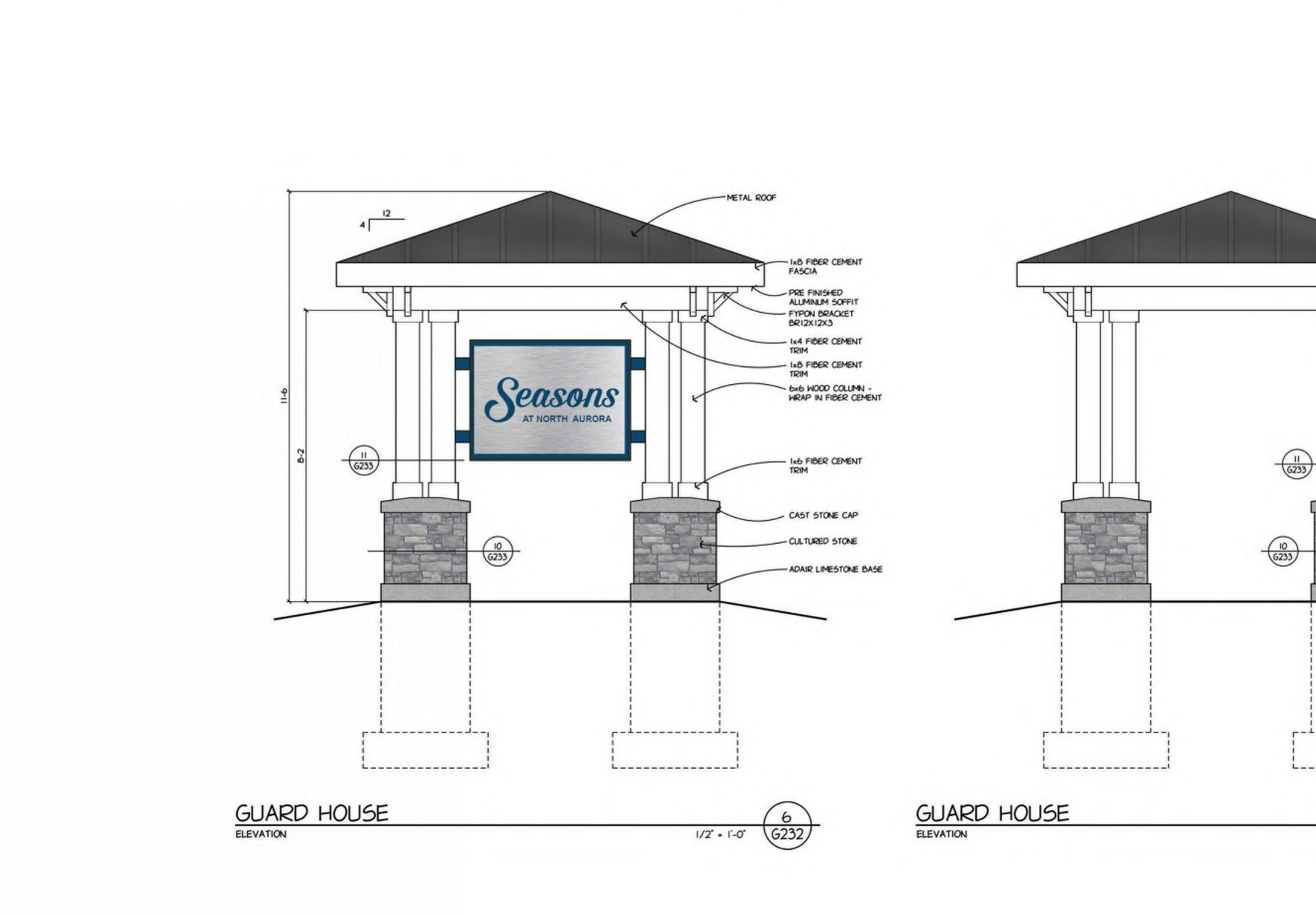


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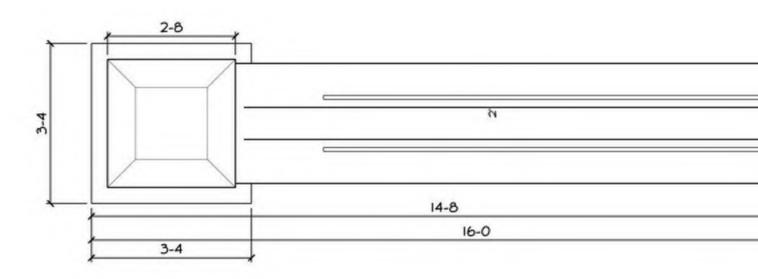
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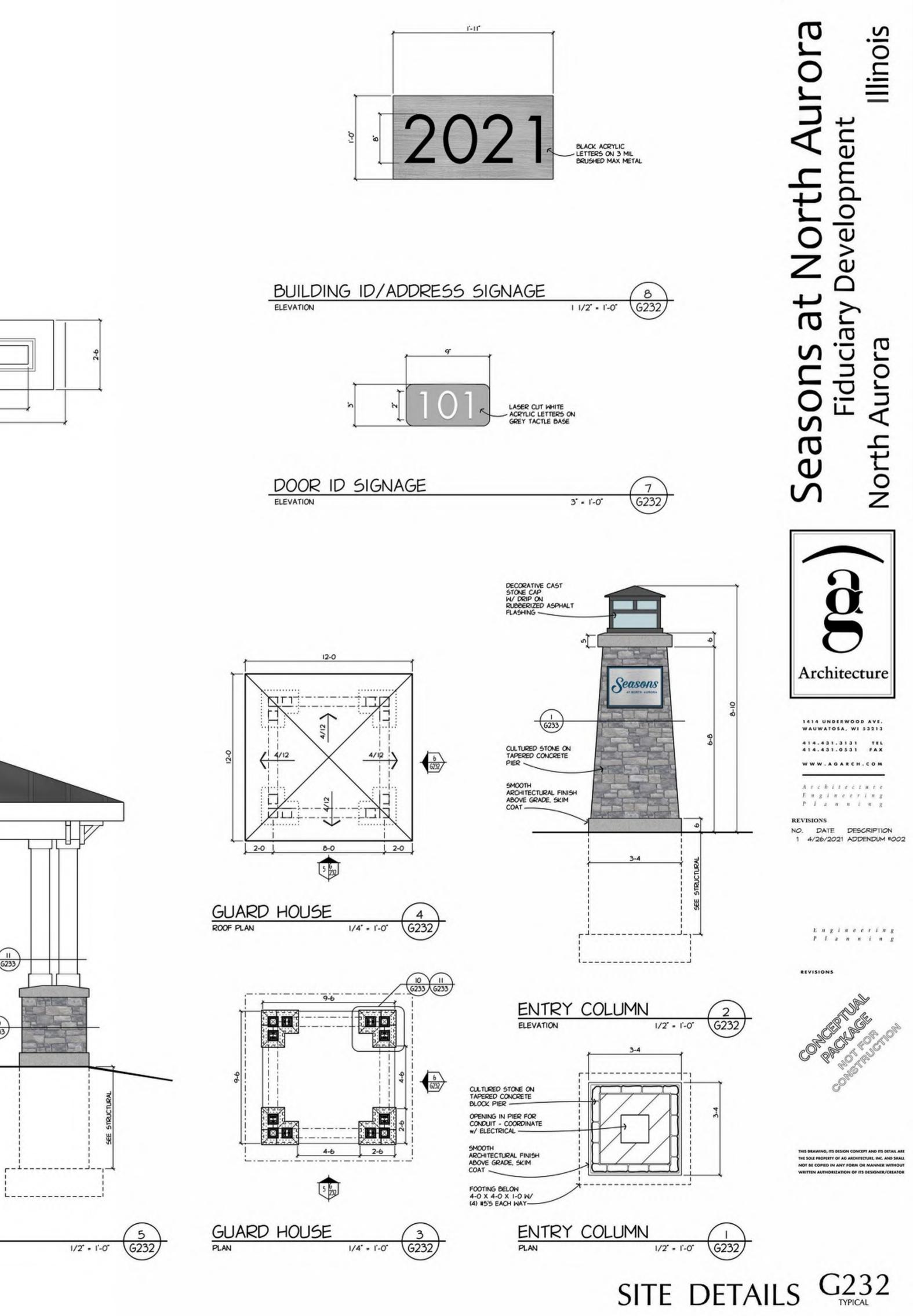


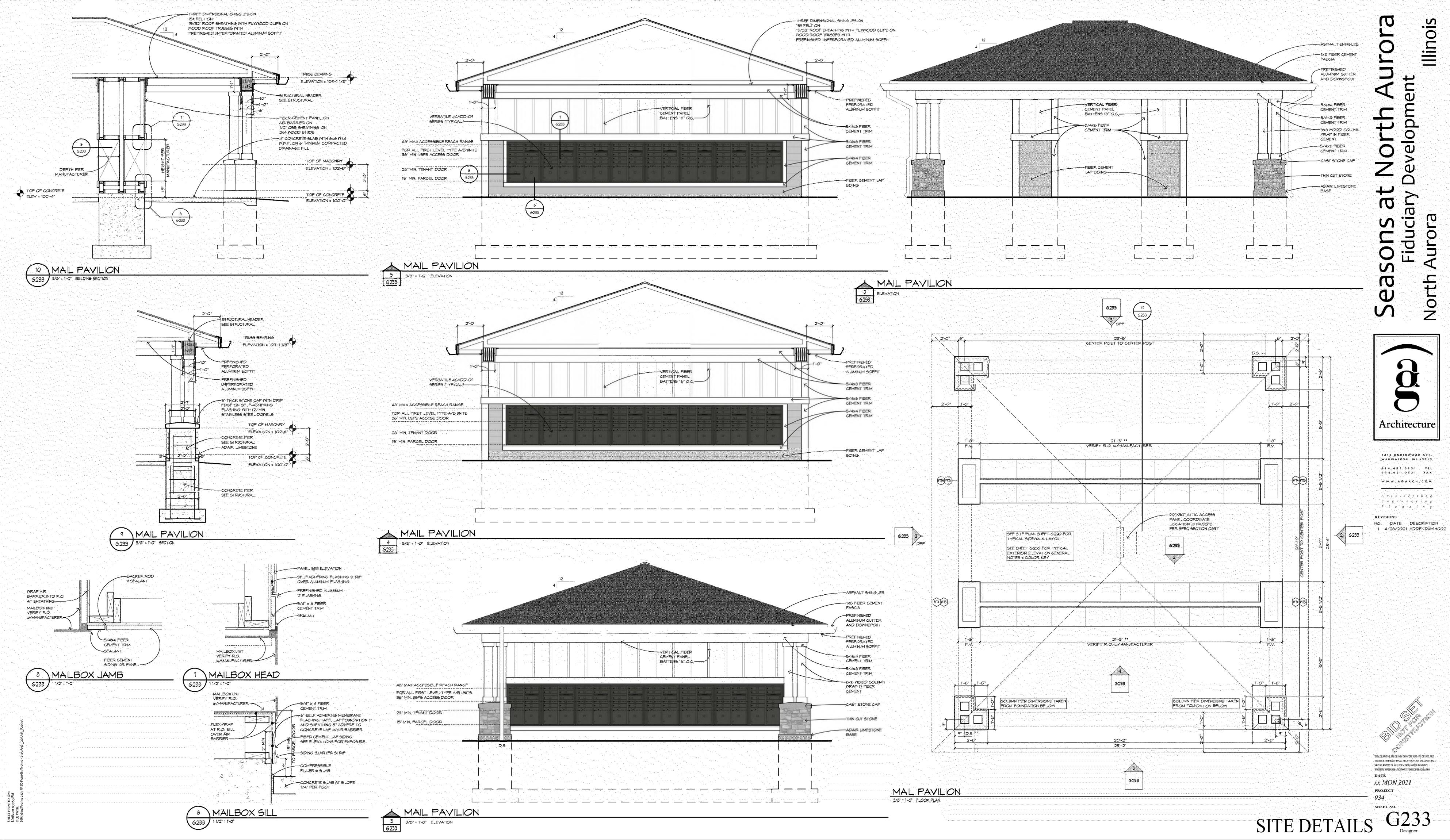


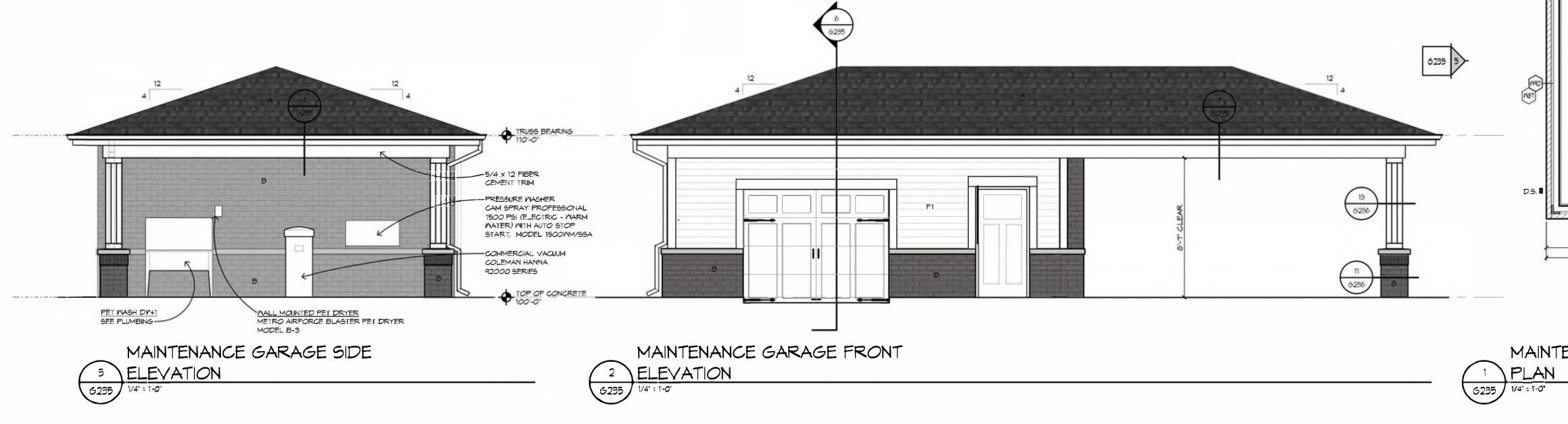


MONUMENT SIGN

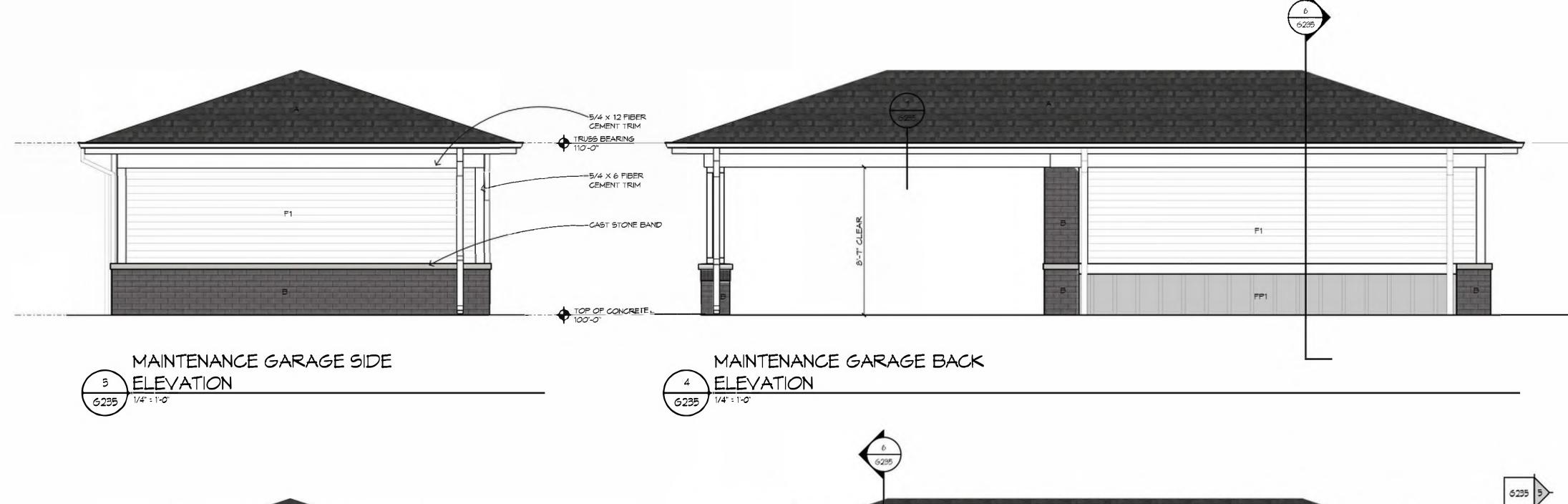
1/2" = 1"-0" PLAN

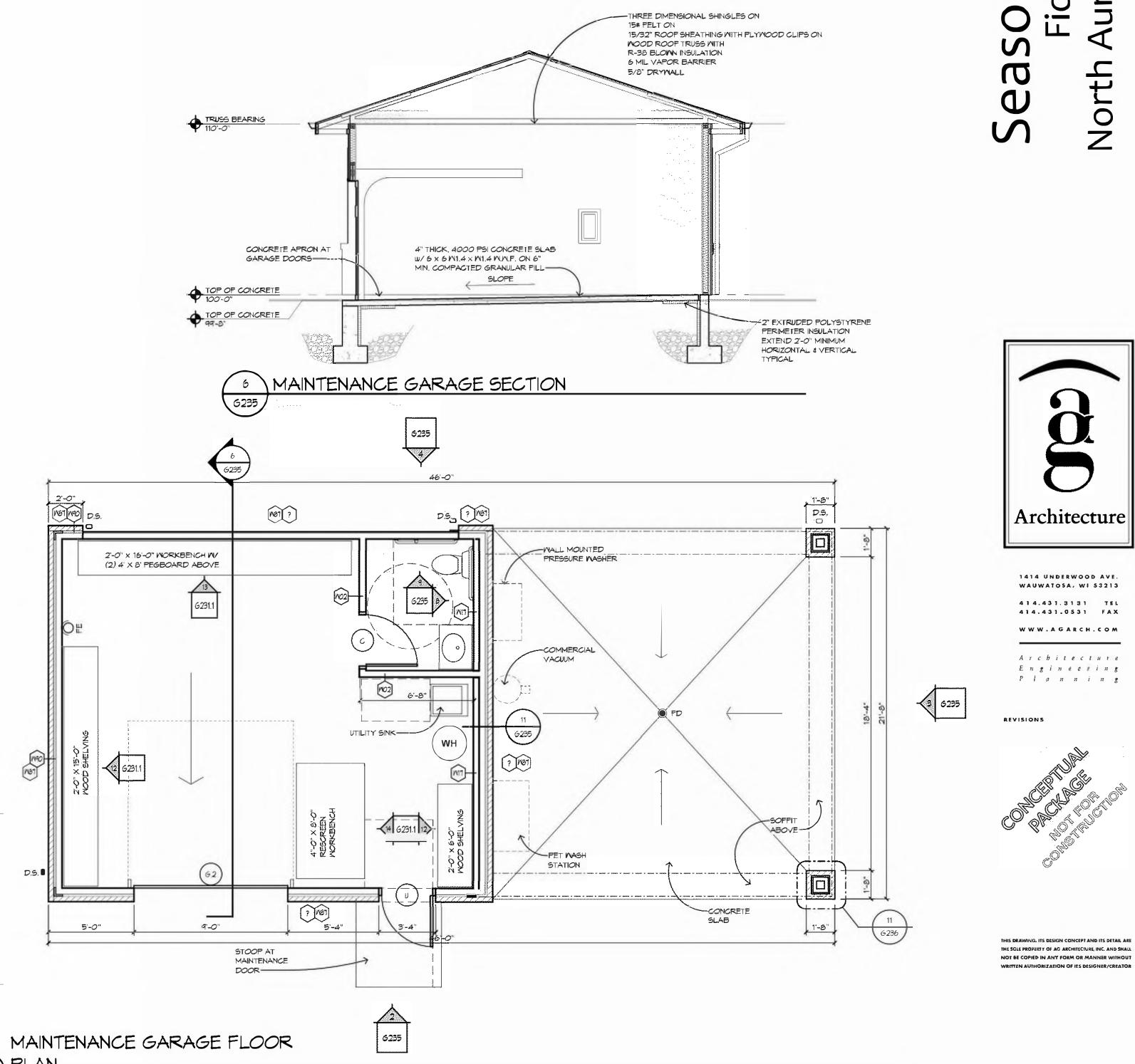






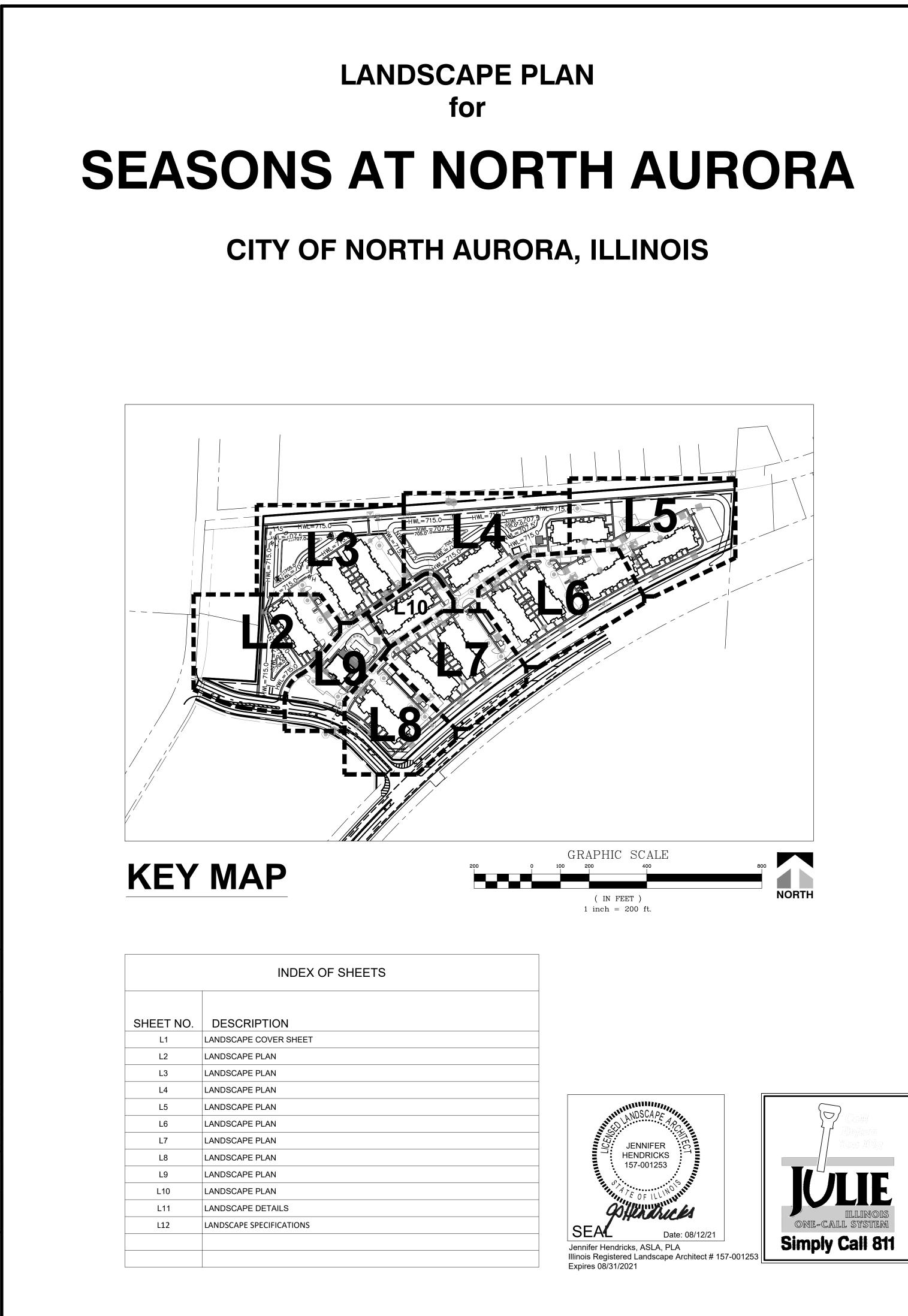




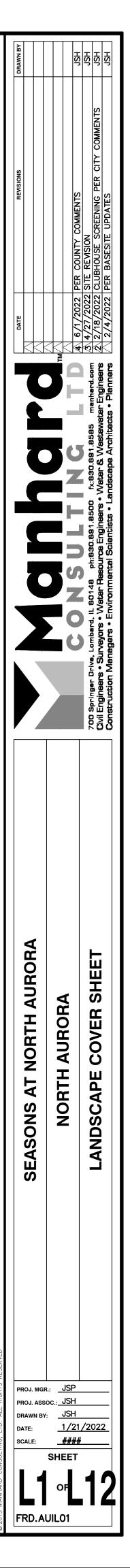


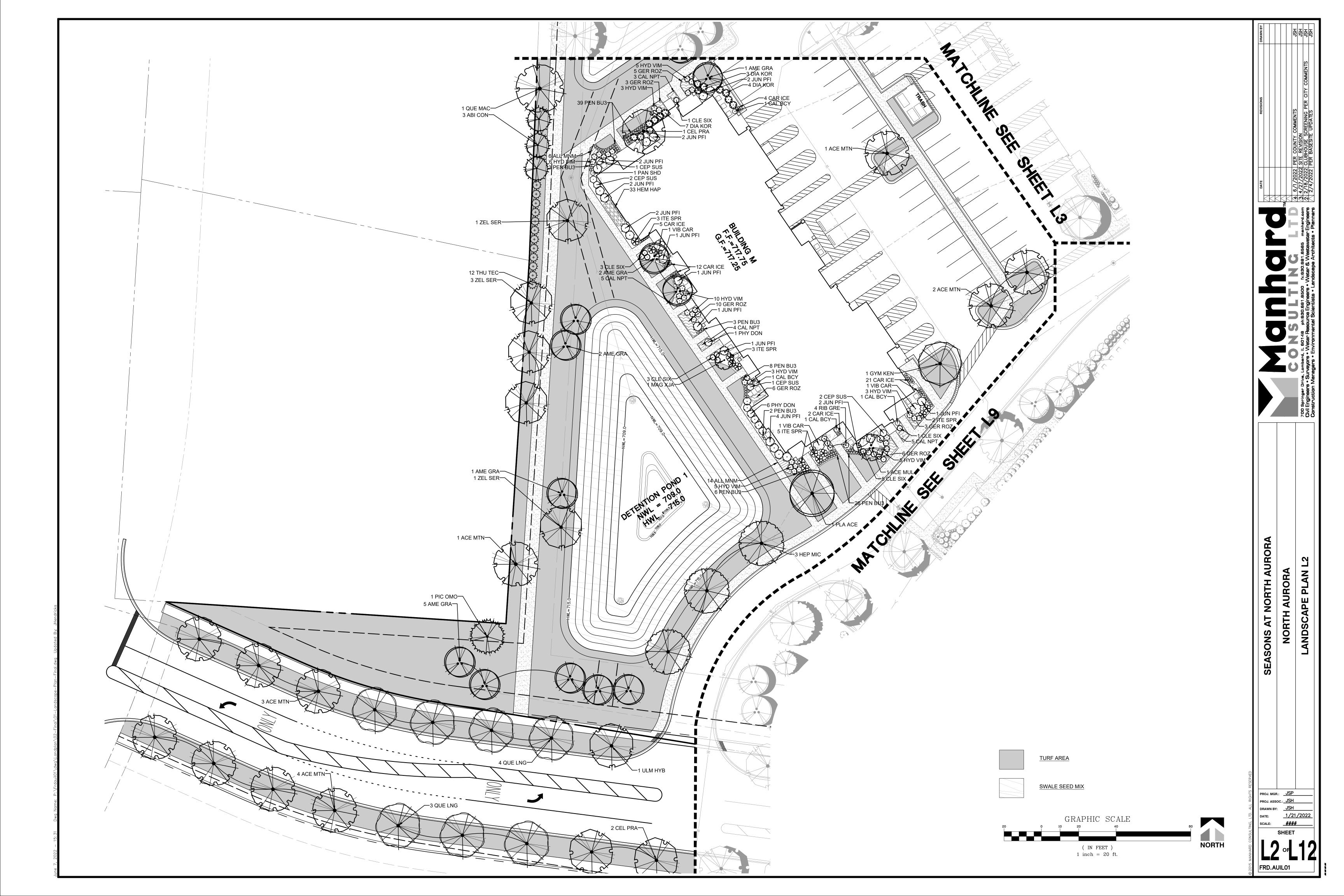
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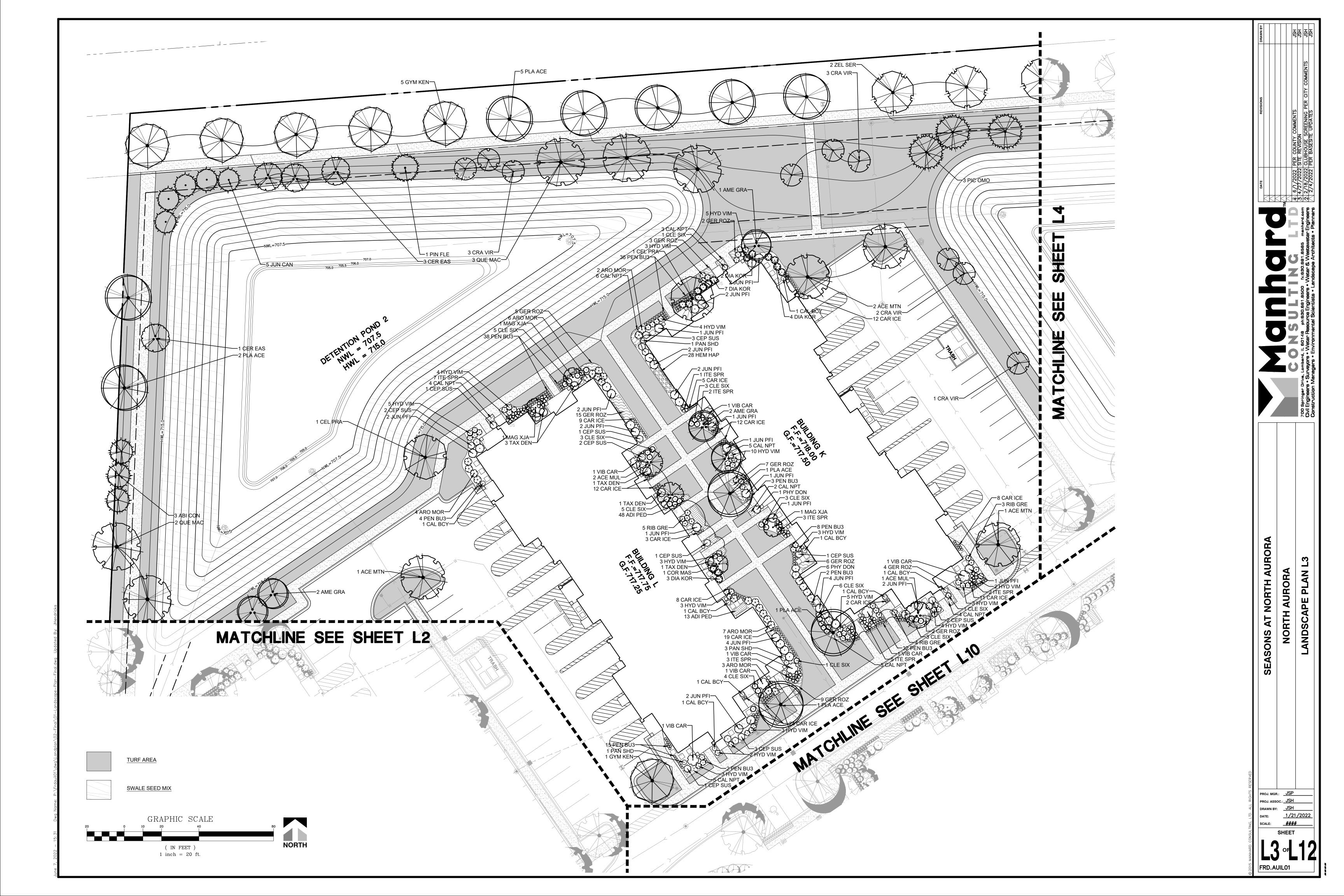


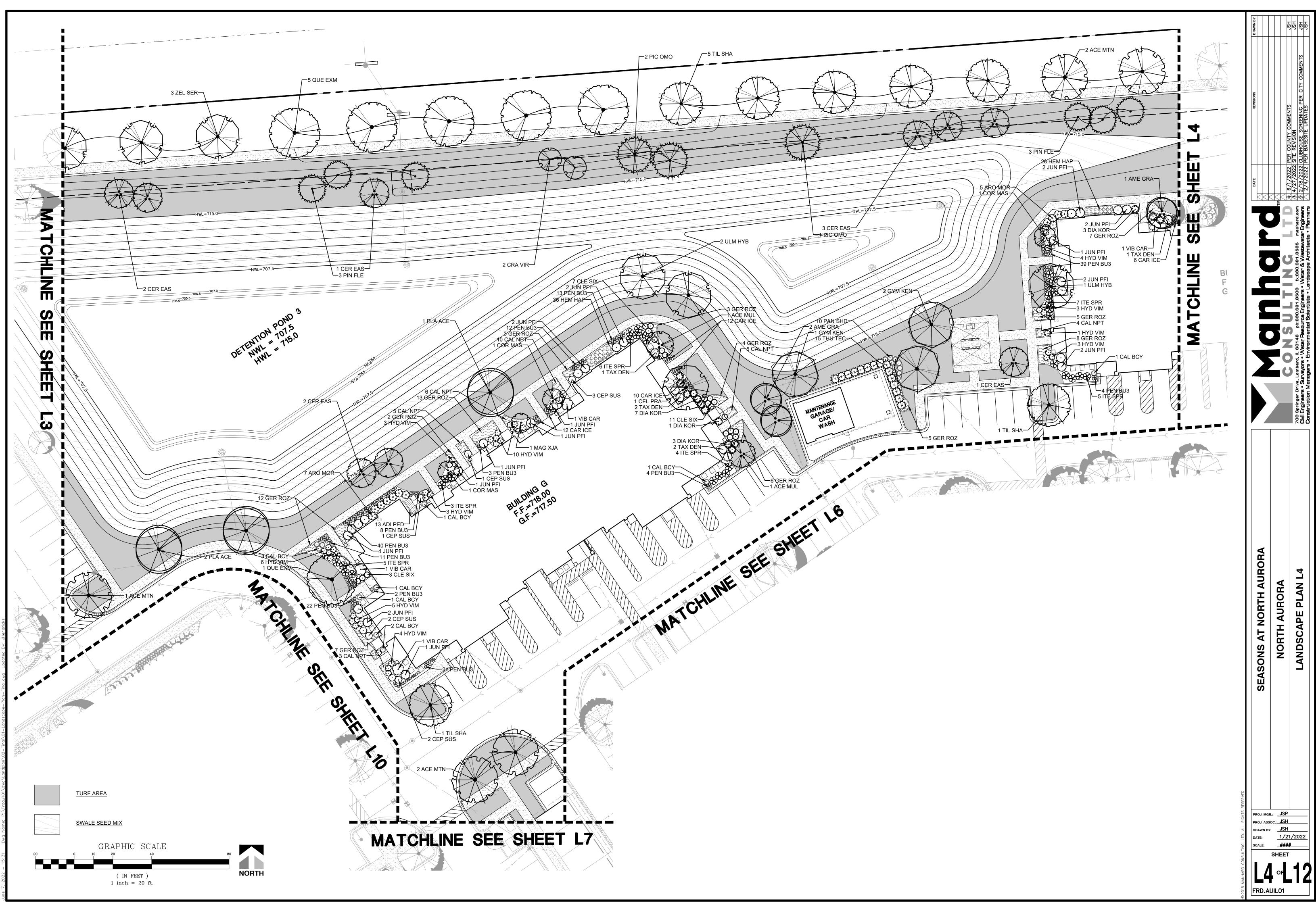


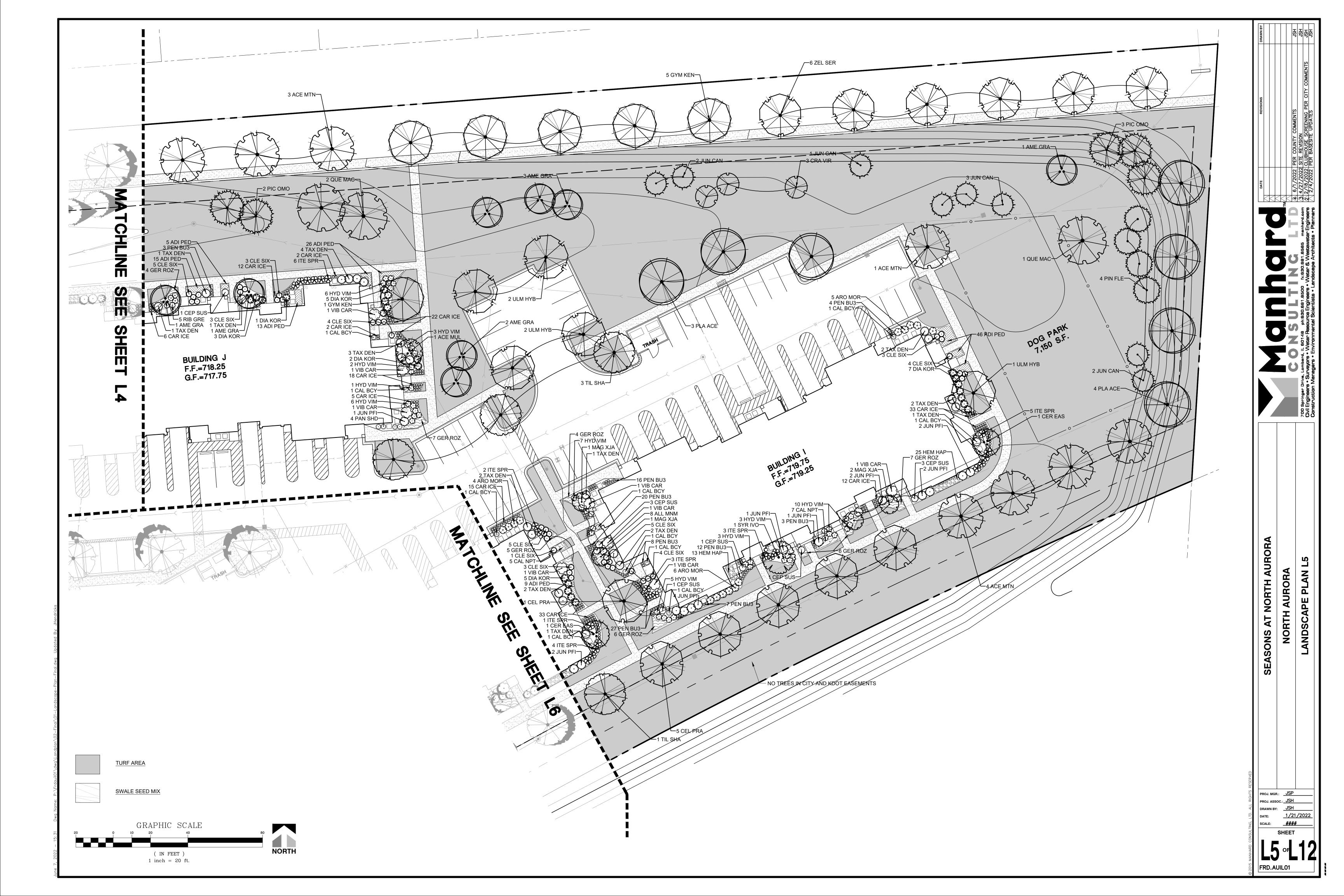
PLANT SCHEDULE DECIDUOUS TREES	_ QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
ACE MTN	38	Acer miyabei 'Morton' TM	State Street Miyabe Maple	2.5" Cal.	B&B		
CEL PRA	26	Celtis occidentalis 'Prairie Pride'	Prairie Pride Common Hackberry	2.5" Cal.	B&B		
GYM KEN	27	Gymnocladus dioica	Kentucky Coffeetree	2.5" Cal.	B&B		
HEP MIC	4	Heptacodium miconioides	Seven Son Flower	2" Cal.	B&B		
PLA ACE	32	Platanus x acerifolia	London Plane Tree	2.5" Cal.	B&B		
QUE MAC	12	Quercus macrocarpa	Burr Oak	2.5" Cal.	B&B		
QUE LNG	7	Quercus robur x bicolor 'Long' TM	Regal Prince Oak	2.5" Cal.	B&B		
QUE EXM	19	Quercus x 'Crimschmidt' TM	Crimson Spire Oak	2.5" Cal.	B&B		
TIL SHA	26	Tilia cordata 'Baileyi' TM	Shamrock Littleleaf Linden	2.5" Cal.	B&B		
ULM HYB	26	Ulmus x 'Patriot'	Patriot Elm	2.5" Cal.	B&B		
ZEL SER	28	Zelkova serrata	Sawleaf Zelkova	2.5" Cal.	B&B		
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
ABI CON	8	Abies concolor	White Fir	6` Ht.	B&B		
JUN CAN	13	Juniperus virginiana 'Canaertii'	Canaerti Eastern Redcedar	5` Ht.	B&B		
PIC OMO	16	Picea omorika	Serbian Spruce	7` Ht.			
PIN FLE	11	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	6` Ht.	B&B		
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
ACE MUL	13	Acer palmatum 'Bloodgood'	Multi-trunk Bloodgood Japanese Maple	5` Ht.	B&B		
AME GRA	35	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry	6` Ht.	B&B		
CER EAS	21	Cercis canadensis	Eastern Redbud Multi-trunk	6` Ht.	B&B		
COR MAS	10	Cornus mas	Cornelian Cherry	5` Ht.	B&B		
CRA VIR	17	Crataegus viridis 'Winter King'	Winter King Hawthorn	1.5" Cal.			
MAG XJA	23	Magnolia x 'Jane'	Jane Magnolia	5` Ht.	B&B		
SYR IVO	8	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	5` Ht.	B&B		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
RIB GRE	52	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.	CONTAINER		
	52			o gui.			
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
ARO MOR	159	Aronia melanocarpa 'Morton' TM	Iroquois Beauty Black Chokeberry	3 gal.	Pot		
ARO LSC	33	Aronia melanocarpa 'UCONNAM165' TM	Low Scape Mound Black Chokeberry	3 gal.	Pot		
CEP SUS	110	Cephalanthus occidentalis 'SMCOSS' TM	Sugar Shack Buttonbush	3 gal.	Pot		
CLE SIX	296	Clethra alnifolia 'Sixteen Candles'	Sixteen Candles Summersweet	3 gal.	Pot		
DIA KOR	101	Diervilla x 'G2X885411' TM	Kodiak Red Diervilla	3 gal.	Pot		
HYD VIM	377	Hydrangea paniculata 'Kolmavesu' TM	Lavalamp Flare Panicle Hydrangea	3 gal.	Pot		
HYD BRE	21	Hydrangea quercifolia 'Brenhill' TM	Gatsby Gal Oakleaf Hydrangea	3 gal.	Pot		
ITE NNG	7	Itea virginica 'SMNIVDFC' TM	Scentlandia Sweetspire	3 gal.	Pot		
ITE SPR	177	Itea virginica 'Sprich' TM	Little Henry Sweetspire	3 gal.	Pot		
PHY DON	22	Physocarpus opulifolius 'Donna May' TM	Little Devil Dwarf Ninebark	3 gal.	Pot		
VIB CAR	56	Viburnum carlesii	Koreanspice Viburnum	3 gal.	Pot		
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
JUN PFI	196	Juniperus chinensis 'Kallays Compact'	Kallay Compact Pfitzer Juniper	3 gal.	Pot		
TAX DEN	104	Taxus x media 'Densiformis'	Dense Anglo-Japanese Yew	3 gal.	Pot		
THU SMA	9	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	5 gal.	Pot		
THU TEC	41	Thuja occidentalis 'Techny'	Techny Arborvitae	3 gal.	B&B		
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
CAL BCY	98	Calamagrostis brachytricha	Korean Feather Reed Grass	1 gal.	Pot		
CAR ICE	703	Carex morrowii 'Ice Dance'	Ice Dance Japanese Sedge	1 gal.	Pot		
PAN SHD	52	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	Pot		
PEN BU3	1,198	Pennisetum alopecuroides 'Burgundy Bunny'	Burgundy Bunny Dwarf Fountain Grass	1 gal.	Pot		
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
ACH STR	9	Achillea millefolium 'Strawberry Seduction'	Strawberry Seduction Common Yarrow	1 gal.	Pot	24" o.c.	
ADI PED	428	Adiantum pedatum	Northern Maidenhair Fern	1 gal.	Pot	18" o.c.	
ALL MNM	140	Allium x 'Millenium'	Millenium Ornamental Onion	1 gal.	Pot	18" o.c.	
CAL NPT	208	Calamintha nepeta nepeta	Lesser Calamint	1 gal.	Pot	24" o.c.	
GER ROZ	368	Geranium x 'Rozanne'	Rozanne Cranesbill	1 gal.	Pot	28" o.c.	
HEM HAP	451	Hemerocallis x 'Happy Returns'	Happy Returns Daylily	1 gal.	Pot	18" o.c.	
	1						1



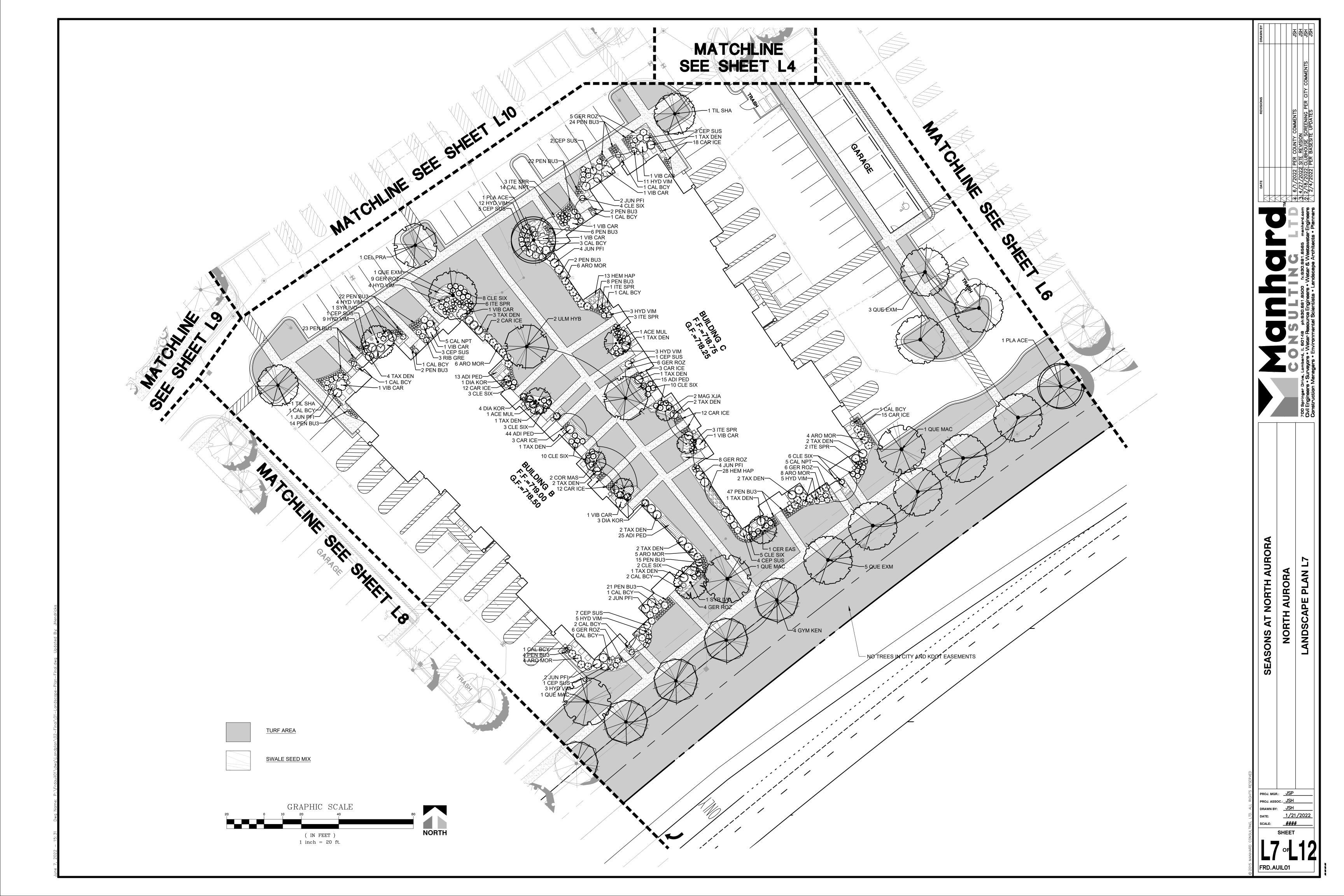






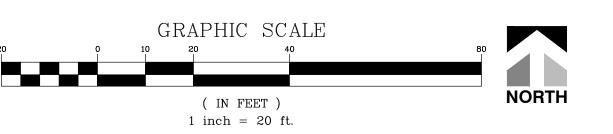


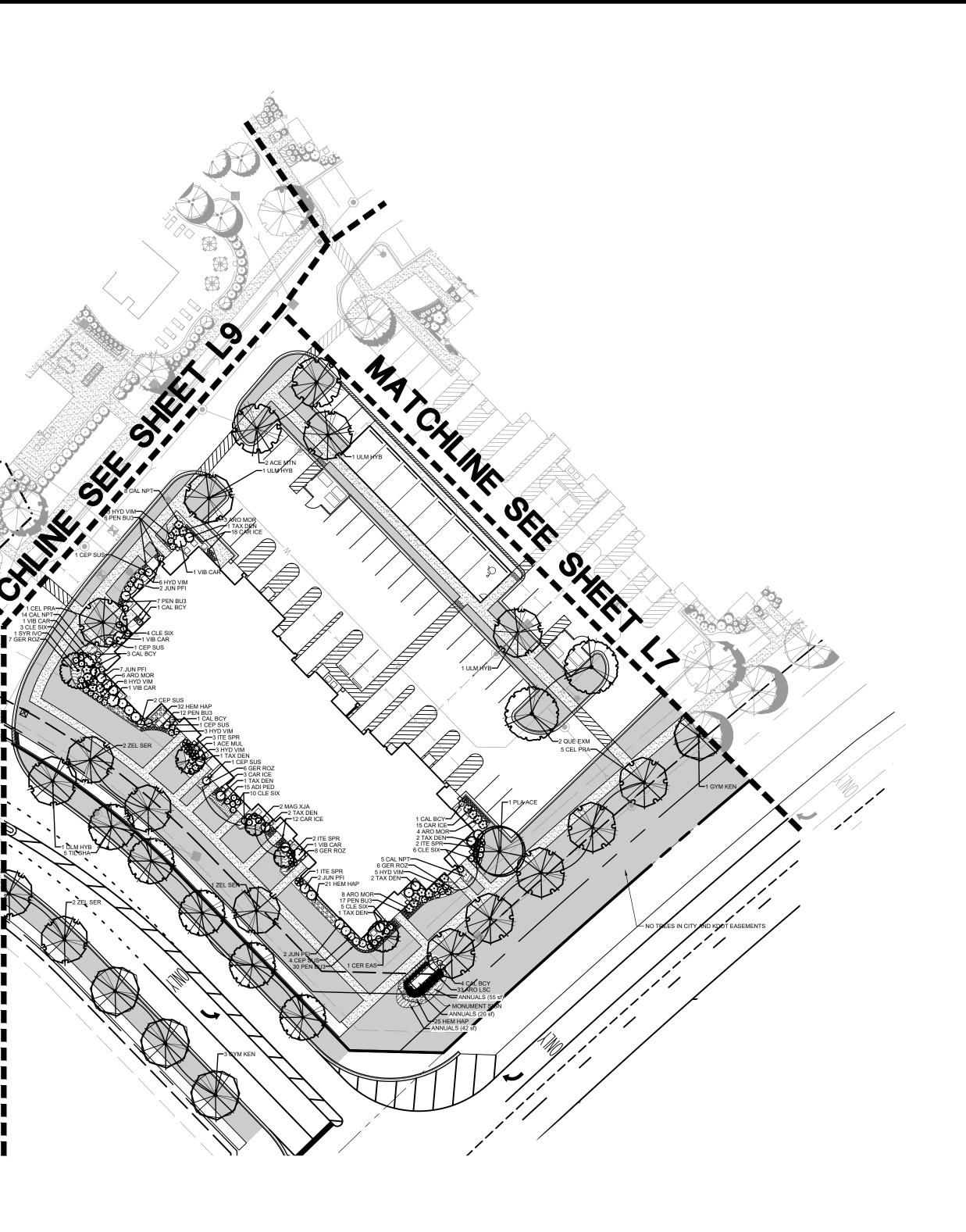




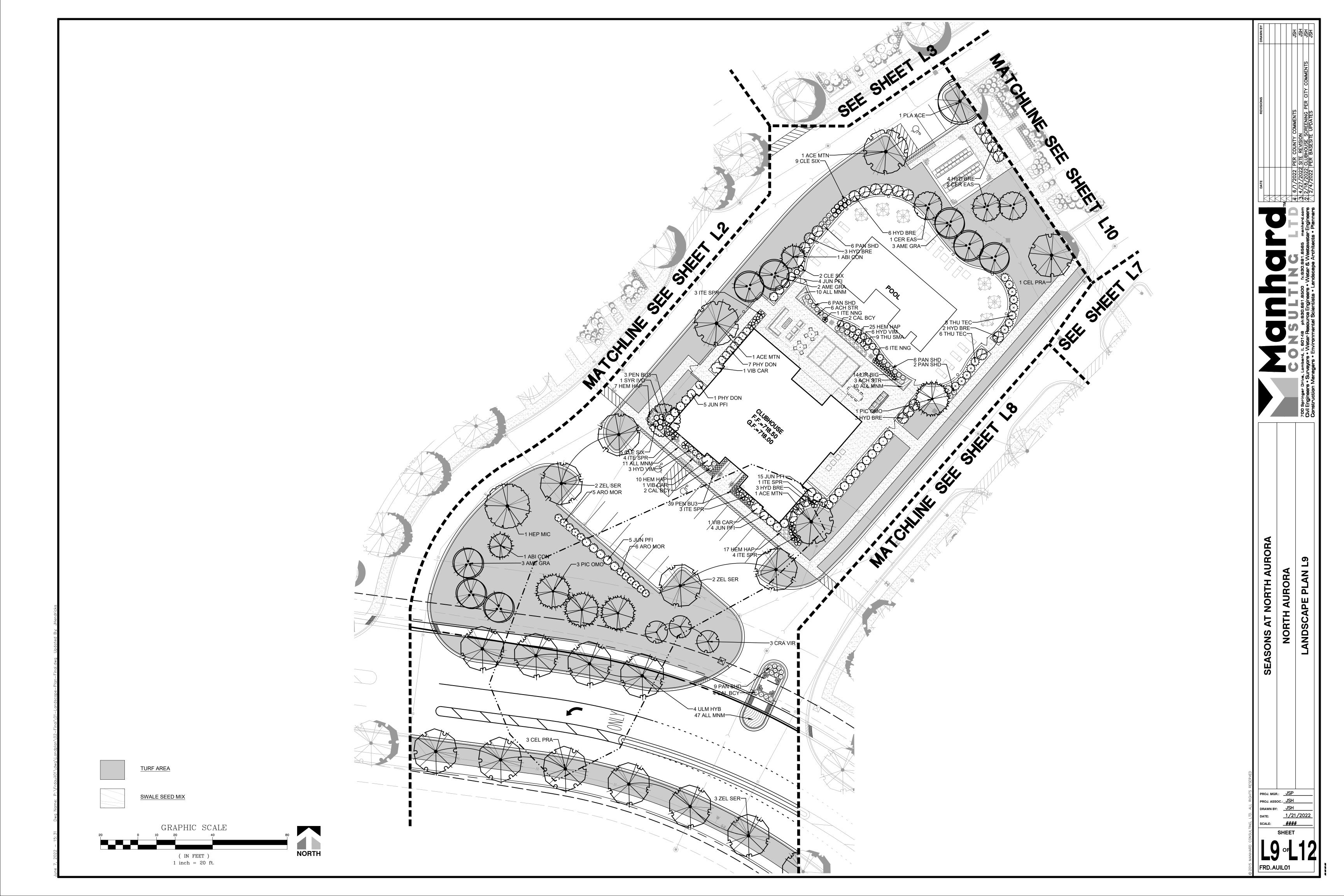
TURF AREA

SWALE SEED MIX



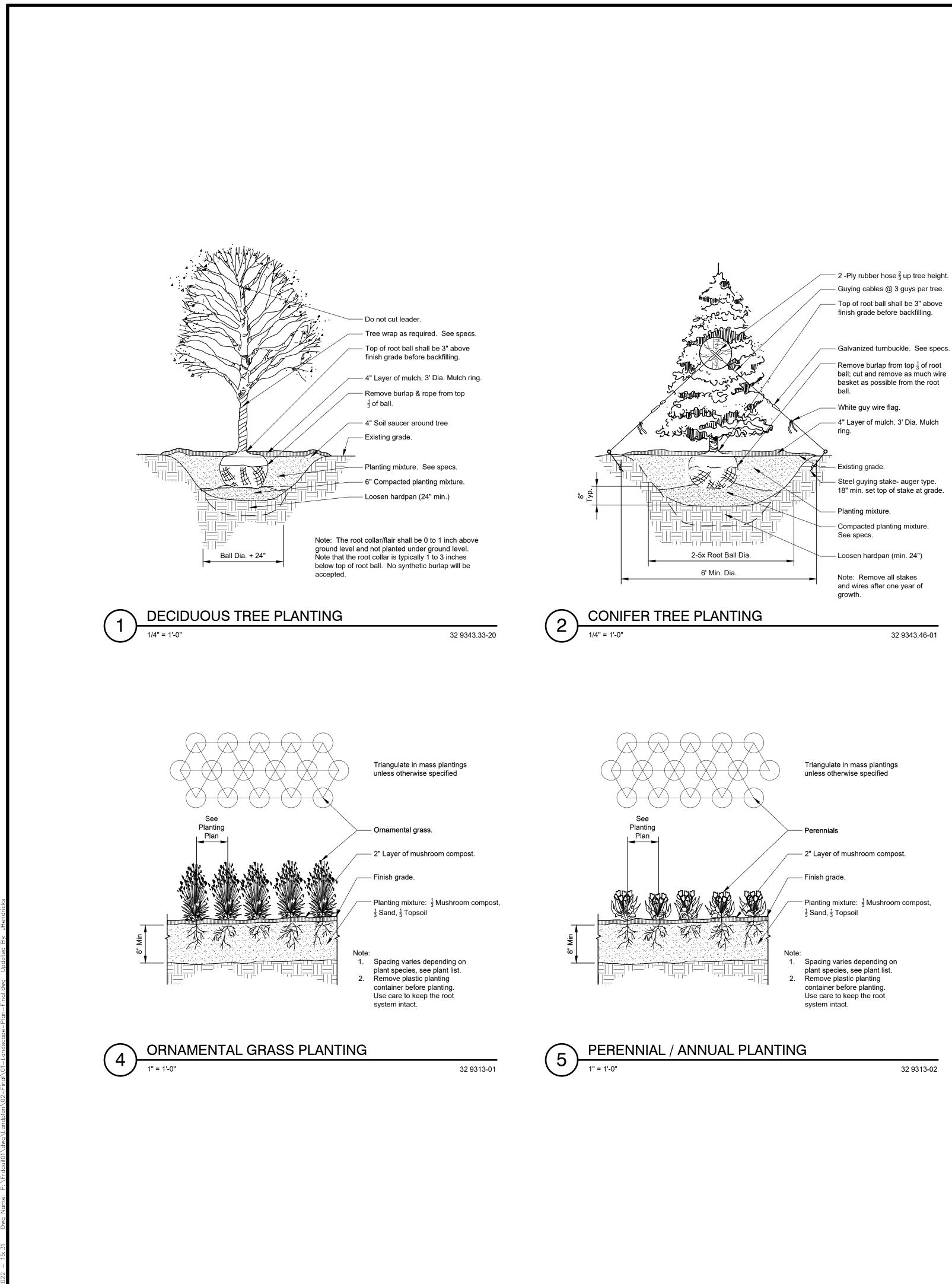


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		SEASONS AT NORTH AURORA	NORTH AURORA	LANDSCAPE PLAN L10	
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 Guying cables @ 3 guys per tree. – Top of root ball shall be 3" above finish grade before backfilling.

- Galvanized turnbuckle. See specs. <sup>–</sup> Remove burlap from top  $\frac{1}{3}$  of root ball; cut and remove as much wire basket as possible from the root

– 4" Layer of mulch. 3' Dia. Mulch

- Steel guying stake- auger type. 18" min. set top of stake at grade.

Compacted planting mixture.

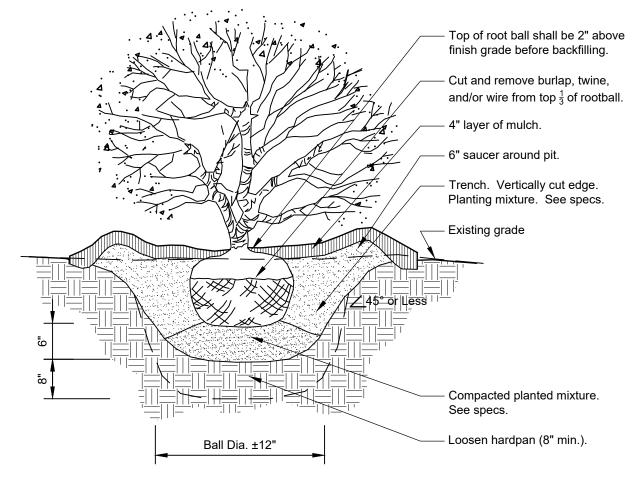
– Loosen hardpan (min. 24")

and wires after one year of

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3

3/4" = 1'-0"



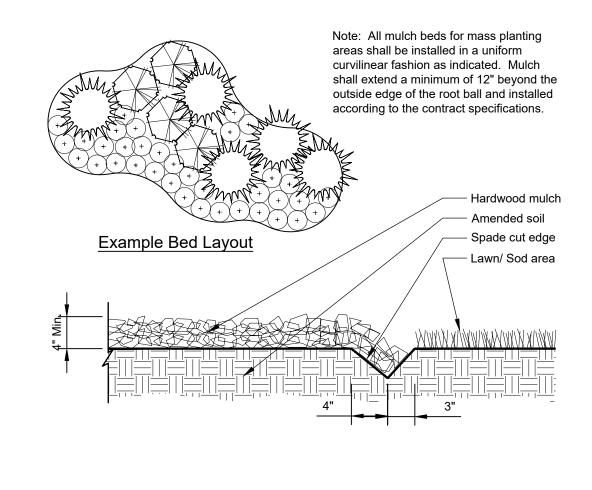
SHRUB PLANTING DETAIL

– Cut and remove burlap, twine, and/or wire from top  $\frac{1}{3}$  of rootball. - 4" layer of mulch. - 6" saucer around pit. - Trench. Vertically cut edge. Planting mixture. See specs. Existing grade

Compacted planted mixture. See specs. – Loosen hardpan (8" min.).

Planting mixture:  $\frac{1}{3}$  Mushroom compost,

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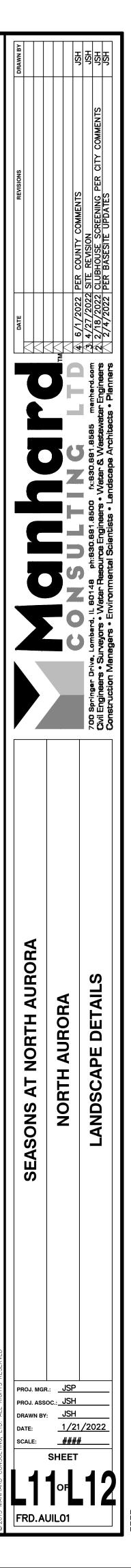
## CONTINUOUS MULCH EDGING 6

1" = 1'-0"

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Swale Seed Mix		
Provided by Cardno or Equal		
Note: Double installation rate	es shown below (do not double cov	er crop)
		PLS
Botanical Name	Common Name	Ounces/Acre
Permanent Grasses/Sedges:		
Andropogon gerardii	Big Bluestem	4.00
Carex cristatella	Crested Oval Sedge	0.50
Carex lurida	Bottlebrush Sedge	3.00
Carex spp.	Prairie Sedge Species	8.00
Carex vulpinoidea	Brown Fox Sedge	3.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus virginicus	Virginia Wild Rye	16.00
Juncus canadensis	Canadian Rush	1.00
Panicum virgatum	Switch Grass	3.00
Scirpus atrovirens	Dark Green Rush	2.00
Scirpus cyperinus	Wool Grass	0.50
Spartina pectinata		
Spartina pectinata	Prairie Cord Grass	3.00 60.00
Temporary Cover:		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
	Total	460.00
Forbs:		
Alisma subcordatum	Common Water Plantain	1.00
Asclepias incarnata	Swamp Milkweed	2.00
Coreopsis tripteris	Tall Coreopsis	1.00
Euthamia graminifolia	Common Grass-Leaved Goldenrod	0.50
Eutrochium maculatum	Spotted Joe-Pye Weed	1.00
Iris virginica v. shrevei	Blue Flag	4.00
Liatris spicata	Marsh Blazing Star	1.00
Lycopus americanus	Common Water Horehound	0.50
Mimulus ringens	Monkey Flower	0.50
Penthorum sedoides	Ditch Stonecrop	1.00
Pycnanthemum virginianum	Common Mountain Mint	0.50
Rudbeckia triloba	Brown-Eyed Susan	1.00
Senna hebecarpa	Wild Senna	1.00
Silphium terebinthinaceum	Prairie Dock	1.00
Symphyotrichum novae-angliae	New England Aster	0.50
Verbena hastata	Blue Vervain	1.50
Zizia aurea	Golden Alexanders	2.00
	Total	2.00



# **GENERAL PLANTING SPECIFICATIONS:**

# PART 1 - GENERAL

## 1-01 DESCRIPTION:

- A. Provide trees, shrubs, perennials and groundcovers as shown and specified. This work includes: 1. Spreading of topsoil or soil preparation
  - 2. Trees, shrubs, perennials and groundcovers 3. Planting mixes
  - 4. Mulch and planting accessories
  - 5. Fertilizer and herbicide 6. Maintenance
  - 7. Warranty of plant material
- B. The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his/her representative.

## 1-02 QUALITY ASSURANCE:

- A. Comply with site work requirements
- B. Plant names indicated must comply with 'Standardized Plant Names' as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties which are not listed should conform with those generally accepted by the nursery trade. Stock should be legibly tagged.
- C. All plant materials shall conform to the 'American Standards for Nursery Stock' (ASNS), latest edition, published by the American Association of Nurserymen, Washington, D.C.
- D. All plant material shall be grown and supplied within a 50 mile radius of the project for a minimum of two full growing seasons.
- E. Adhere to sizing requirements as listed in the plant list and/or bid form for the project. A plant shall be measured in its natural standing position.
- F. Stock that is furnished shall be at least the minimum size shown. With permission of the landscape architect, substitution from the specified plant list will be accepted only when satisfactory evidence in writing is submitted to the landscape architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and character to that of the specified material will be approved. Stock which is larger than that which is specified is acceptable with permission of the landscape architect, providing there is no additional cost and that the larger plant material will not be cut down in order to conform to the size indicated.
- G. All shrubs shall be dense in form. Shrub liners do not meet these specifications. Shrubs specified by height shall have a spread that is equal to the height measurement. Shrubs which are specified by spread shall exhibit the natural growth habit of the plant by having a greater spread than height.
- H. All plant materials are subject to inspection and approval. The landscape architect and Owner reserve the right to select and tag all plant material at the nursery prior to planting. The landscape architect and Owner reserve the right to inspect plant material for size and condition of root systems, the presence of insects and diseases, injuries and latent defects (due to Contractor negligence or otherwise), and to reject unacceptable plant material at any time during progress of the project.
- I. Container grown deciduous and/or evergreen shrubs will be acceptable in lieu of balled and burlapped shrubs subject to specified limitations for container grown stock. Size of container grown material must conform to size/height requirements of plant list.

## 1-03 DELIVERY, STORAGE & HANDLING:

- A. Fertilizer shall be delivered in original, unopened and undamaged packaging. Containers shall display weight, analysis and manufacturer's name. Store fertilizer in a manner that will prevent wetting and deterioration.
- B. Take all precautions customary concerning proper trade practice in preparing plants for transport. Plants shall be dug, packed and transported with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock and on arrival, the certificate shall be filed with the landscape architect . All plants must be protected from drying out. If plant material cannot be planted immediately upon delivery, said material should be properly protected in a manner that is acceptable to the landscape architect . Heeled-in plants must be watered daily. No plant shall be bound with rope or wire in a manner that could strip bark or break or shear branches.
- C. Plant material transported on open vehicles should be covered with a protective covering to prevent wind burn
- D. Dry, loose topsoil shall be provided for planting bed mixes. Muddy or frozen topsoil is unacceptable as working with medium in this condition will destroy its structure, making root development more difficult.

### 1-04 PROJECT CONDITIONS:

- A. Notify landscape architect at least seven (7) working days prior to installation of plant material.
- B. It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities. Utilities can be located and marked (in Illinois) by calling J.U.L.I.E. at (800)892-0123.
- C. The Contractor shall provide, at his/her own expense, protection against trespassing and damage to seeded areas, planted areas, and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, and written warning or policing as may be required to protect such areas. The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued.
- D. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, plus shrubs, lawns, paved areas and other landscaped areas that are to remain intact. Existing trees, which may be subject to construction damage, shall be boxed, fenced or otherwise protected before any work is started. The Owner desires to preserve those trees within and adjacent to the limits of construction except those specifically indicated to be removed on the Drawings. The contractor shall erect protective tree fencing and tree armor at locations indicated on the drawings and around all trees on site which are to be preserved. Protective fencing shall be erected between the limits of construction and any tree preservation areas shown on the Drawings.
- E. A complete list of plants including a schedule of sizes, quantities and other requirements is shown on the Drawings and on the bid form. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

### **1-05 PRELIMINARY ACCEPTANCE:**

A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include, but is not limited to: mowing and edging turf, pulling weeds, watering turf and plant material and annual flower maintenance.

#### 1-06 WARRANTY:

A. All plant material (excluding annual color), shall be warranteed for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative. Plant materials will be warranteed against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond the control of the Contractor. The warranty covers a maximum of one replacement per item.

# PART 2 - PRODUCTS

## 2-01 PLANT MATERIALS:

- A. Plants: Provide typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Only sound, healthy, vigorous plants which are free from sunscald injuries, disfiguring knots, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation shall be provided. All plants shall have a fully developed form without voids and open patches.
  - 1. Balled and burlapped plants shall have a firm natural ball of earth of sufficient diameter and depth to encompass a root system necessary for a full recovery of the plant. Root ball sizes shall comply with the latest edition of the 'American Standards for Nursery Stock' (ASNS). Root balls that are cracked or mushroomed are unacceptable.
  - 2. Container grown stock should be grown for an amount of time that is of sufficient length for the root system to have developed enough to hold its soil togehter, firm and whole. Plants will not be loose in their containers, nor shall they be pot-bound and all container grown stock will comply with the sizes stated on the plant list.
  - 3. No evidence of wounds or pruning cuts shall be allowed unless approved by the Landscape Architect.
  - 4. Evergreen trees shall be branched to the ground. The height of evergreen trees are determined by measuring from the ground to the first lateral branch closest to the top. Height and/or width of other trees are measured by the mass of the plant not the very tip of the branches.
  - 5. Shrubs and small plants shall meet the requirements for spread and/or height indicated in the plant list. The height measurement shall be taken from ground level to the average height of the top of the plant, not the longest branch. Single stem or thin plants will not be accepted. Side branches shall be flushed with growth and have good form to the ground. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

## 2-02 ACCESSORIES:

#### A. Topsoil:

- 1. Topsoil shall be fertile, natural topsoil of a loamy character, without admixture of subsoil material. Topsoil shall be reasonably free from clay, lumps, coarse sand, stones, plants, roots, sticks and other foreign materials with a pH between 6.5 to 7.0.
- B. Topsoil for seed areas shall be a minimum of 6".
- C. Soil amendments shall be as follows: 1. For trees and shrubs the plant pit will be backfilled with pulverized black dirt.
  - 2. For perennials and ornamental grasses the soil mixture will be as follows: CM-63 General Purpose Peat Based Mix as supplied by Midwest Trading. Top beds with 8" of CM-63 and till into existing beds to a depth of 8". Soil mixtures are available from Midwest Trading. Midwest Trading, St. Charles, IL 60174 (630) 365-1990
- D. Fertilizer:
- 1. For trees and shrubs use: 14-4-6 briquettes 17 g or equivalent available from Arthur Clesen, Inc. Follow manufacturer's recommendation for application. Arthur Clesen, Inc. 543 Diens Drive, Wheeling, IL 60090 (847)537-2177
- 2. For turf areas use 6-24-16 Clesen Fairway with micronutrients with minor elements 3.0 % S, .02% B. .05% Cu, 1.0% Fe. .0006% Mo. .10% Mn available from Arthur Clesen or approved equal
- E. Herbicide:
- 1. Round-Up or approved equal F. Mulch:
- 1. Bark mulch shall be finely shredded hardwood bark which has been screened and is free of any green foliage, twigs, rocks, sawdust, wood shavings, growth or germination inhibiting ingredients, or other foreign materials. Bark mulch is available from Midwest Trading.
- 2. Mushroom compost as available from Midwest Trading.
- G. Water: 1. Water service will be available on the site, with the cost of water being paid by the Owner. Transporting of the water from the source to the work areas shall be the responsibility of the Landscape Contractor. All necessary hose, piping, tank truck, etc. shall be supplied by the Landscape Contractor.
- H. Guying: Stakes: 5/8" x 40" steel eve anchor with 4" helix
  - Cable: a. Trees under 5": flexible 1/8" galvanized aircraft cable, 7x7 strand or approved equal b. Trees 5" and over: flexible 3/16" galvanized aircraft cable, 7x7 strand or approved equal.

  - 4. Hose: new two-ply reinforced rubber hose, minimum 1/2" I.D.
- I. Tree wrap: Burlap tree wrap 4" wide.
- J. Twine: Soft nursery jute.

# PART 3 - INSTALLATION OF PLANT MATERIAL

## 3-01 FIELD VERIFICATION:

A. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

## 3-02 PREPARATION

- A. All planting techniques and methods shall be consistent with the latest edition of 'Horticulture Standards of Nurserymen, Inc.' and as detailed on these Drawings.
- B. Planting shall be performed by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- D. Apply Round-Up or approved equivalent to kill any existing vegetation in all areas to be planted. Confirm length of waiting period between chemical application and plant installation with manufacturer. Do not begin planting operations until prescribed post-application waiting period has elapsed. Take extreme care to avoid chemical drift to adjoining properties of landscape plantings.

- 3. Turnbuckles: 5/16", eye and eye, with 4" takeup.

C. All underground utilities must be located and marked clearly.

- E. Prior to all planting, rototill all areas to be landscaped to prepare for plant installation to a minimum depth of 12". Eliminate uneven areas and low spots. Maintain lines, levels, profiles and contour. Changes in grade are to be gradual. Blend slopes into level areas. Remove all debris, weeds and undesirable plants and their roots from areas to be planted. Remove all concrete slag larger than 2" in diameter.
- F. Topsoil shall be spread over the site at a minimum depth of 6". Those areas which are indicated as prairie or natural areas on the Drawings shall have a minimum topsoil depth of 18".
- G. It shall be the responsibility of the landscape contractor to prepare all seeded areas by disking and raking prior to planting seed. Soil shall be loosened and scarified to a minimum depth of 6". Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".
- H. Locate all plant material as indicated or as approved in the field by the Landscape Architect. If obstructions are encountered which are not shown on the drawings, then do not proceed with planting operations until alternate plant locations have been selected.
- Planting holes shall be constructed as shown on the planting details. Holes shall be hand dug or machine dug. Great care will be taken to not excavate the hole deeper than the root ball and the diameter shall be a minimum of two times the root ball width. Remove any materials encountered in excavation that may be injurious to plant growth, including stones larger than 2" in diameter or other debris. Soil to be used as backfill should be pulverized.
- J. Provide pre-mixed planting mixture for use around root systems and root balls of the plants. The mixtures are outlined in section B of part 2-02.
- K. Prior to planting, provide additional topsoil to all planting beds to bring the finish grade of the bed to 2" above lawn grade and to finish grade of adjacent hard surface grades.
- L. Add 2" thickness of mushroom compost to all annual, perennial and groundcover beds. Finish grade bed and install plants.

## 3-03 PLANTING PROCEDURES

- A. Set plant material in the planting hole to proper grade and alignment. Set plants upright and plumb. Set plant material 2" above the adjacent finish grade. Remove burlap from top 1/3 of root ball. Remove treated burlap (green). Cut and remove or cut and fold down upper half of wire basket, dependent upon tree size. Backfill hole by firmly tamping soil to avoid any air pockets or voids.
- B. Set balled and burlapped plants in the planting hole and compact 8" of soil around the base of the ball. Backfill remaining space with planting mixture. Water plants immediately after planting to eliminate all voids and thoroughly soak the plant root ball.
- C. Space groundcover plants according to dimensions given on the plans. Adjust spacing as necessary to evenly fill planting bed with indicated number of plants. Plant to within 18" of the trunks of trees and shrubs or at the edge of the plant ball, whichever is closest. Plant to within 12" of edge of bed.
- D. Mulching: 1. Install 4" depth of mulch around all tree and shrub beds as indicated on drawings or planting details. Mulch shrub planting areas as continuous beds. Do not place mulch directly against tree trunk; form mulch to create an inverted cone around trunk.
  - 2. Mulch perennial, groundcover and annual planting beds with 2" mushroom compost. Water mulched areas thoroughly after placing mulch.
- Tree wrapping is not required, unless the Contractor feels it is necessary due to characteristics of a particular species or past experience with the species. The landscape architect will be notified as to which trees are to be wrapped and shall inspect the trunk(s) before wrapping. Tree wrap will not be used to cover damage or defects. When wrapping is done, trunks will be wrapped spirally with approved tree wrapping tape that is not less than 4" wide, and securely tied with suitable cord at the top, bottom and 2" intervals along the trunk. Wrap from ground to the height of the first branch.
- Staking and guying of trees is optional. If the Contractor chooses to stake all or part of the trees, he/she shall use the method specified in the planting details. One (1) stake is to be used on trees of 1" caliper and under, or 4' height and under. Two (2) stakes are to be used on trees of 1" to 2 3/4" caliper. Guy trees of 3" caliper or larger at three (3) per tree. The root ball will not be pierced with a stake. Stakes are to be driven at least eighteen (18) inches into subsoil below the planting hole. Stakes and wire attachments shall be removed after three months for spring planted material and by the following May for fall planted stock by the Contractor. Staking and guying should be done immediately after lawn seeding or sodding operations.
- G. Seeding of specified lawn areas on plans will be treated as follows: 1. Topsoil shall be spread over all areas to be seeded to a minimum depth of 6" when compacted (to be performed by others).
  - 2. Seed mixture and application rate use Premium seed mix as supplied by Arthur Clesen, Inc. Apply at a rate of 5 lbs./1000 s.f.
  - 3. Apply fertilizers and conditioners at the rate specified per soil test findings. In lieu of soil test results, apply two (2) tons of ground agricultural limestone and 1000 lbs. 10-10-10 or equivalent analysis fertilizer per acre. At least 40% of the fertilizer nitrogen shall be of an organic origin.
  - 4. Soil preparation areas where vehicular traffic has compacted the soil shall be loosened/scarified to a minimum depth of 6" before fertilizing and seeding. Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".
  - 5. Watering seeded areas shall be done to ensure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an 'as needed' basis.
  - 6. Turf is being established on a variety of slope conditions. It shall be the Contractor's responsibility to determine and implement whatever procedures he/she deems necessary to establish the turf as part of his/her work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 90 days have elapsed since the completion of this work. The Contractor shall submit with his/her bid a description of the methods and procedures he/she intends to use.

#### H. Erosion Control Blanket

- 1. Erosion Control Blanket shall be installed per manufacturer's recommendation in all areas shown on the plan
- 2. Install S-75 Erosion Control Blanket as manufactured by North American Green or approved equal
- 3. Blanket should be premarked with staple pattern.
- 4. Staples should be 8" wire staples, applied at two (2) per square yard minimum.
- 5. Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.
- I. Sodding of specified lawn areas on plans will be completed as follows:
  - 1. Rake soil surface to receive sod to completely remove any soil crust no more than one day prior to laying sod.
  - 2. Moisten prepared surface immediately prior to laying sod. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

- 3. Sod shall be laid within 24 hours from the time of stripping. Do not plant dormant sod or if the ground is frozen.
- 4. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent sod.
- 5. Place top elevation of sod 1/2 inch below adjoining edging or paving.
- 6. Water sod thoroughly with a fine spray immediately after planting.
- 7. After sod and soil have dried, roll seeded areas to ensure a good bond between the sod and soil, and to remove minor depressions and irregularities.
- 8. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout.
- 9. Warranty sodding for a period of one (1) year from the end of the 90 day maintenance period. If sod fails or lacks vigor and full growth as determined by the Landscape Architect, the Contractor will repeat site preparation operations and re-sod affected areas at the Contractor's expense.
- 10.Note: Sod shall be a premium Kentucky Bluegrass blend, and is required in all areas indicated on the plans as well as areas which have been affected by construction. Sod can be placed as long as water is available and the ground surface can be properly prepared. Sod shall not be laid on frozen or snow-covered ground. Sod shall be strongly rooted, not less than two (2) years old and free of weeds and undesirable native grasses. Sod should be machine cut to pad thickness of 3/4" (plus or minus 1/4"), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant). Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on the upper 10% of pad will not be accepted.
- J. Timing of plant material and seeding operations:
  - 1. Seeding of specified areas shall occur when the soil temperature is above 55° F. No seed shall be sown during periods of high winds, or when the ground is not in proper condition for seeding (see section 3-02 (G)). Seeding operations for the specified mixes shall occur in the spring time frame of April 15 through June 30 and in the summer time frame of August 15 through December 1. The mixes containing bluegrass and fescue seed must have six weeks to harden off for winter survival.
  - 2. Sod shall be installed when the ground is not frozen or snow covered and temperatures are less than 80° F. It shall not be placed during a period of extended drought.
  - 3. Herbaceous ornamental plants shall be planted between May 1 and June 15 or between August 15 and December 1.
  - 4. Spring planting of woody ornamental plants shall be performed from the time the soil can be easily worked until June 1, except that evergreen planting shall end on May 15. Oak, hawthorn and red maple species will only be planted during this spring planting period. Fall planting will begin August 15 and will continue until the ground cannot be worked satisfactorily, except that evergreen planting shall be performed between August 15 and December 1.

### 3-04 MAINTENANCE

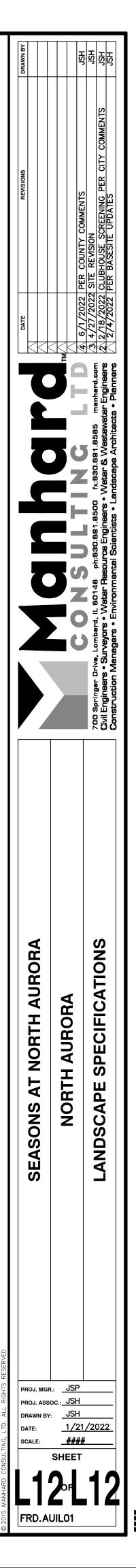
A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include but is not limited to: mowing and edging turf, pulling weeds, watering turf areas and plant material plus annual flower maintenance. The Contractor will reset settled plants to proper grade and position. Dead material will be removed. Stakes and guy wires will be tightened and repaired as required.

#### 3-04 ACCEPTANCE:

A. All plant material (excluding annual color), shall be warranteed for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative.

### 3-06 SITE CLEAN-UP:

A. The Contractor shall protect the property of the Owner and the work of other contractors. The Contractor shall also be directly responsible for all damage caused by the activities and for the daily removal of all trash and debris from his/her work area to the satisfaction of the landscape architect .



# **Proposed Improvements for SEASONS AT NORTH AURORA** SE CORNER OF DEERPATH ROAD AND MOOSEHEART ROAD **VILLAGE OF NORTH AURORA, ILLINOIS**

#### STANDARD SYMBOLS EXISTING PROPOSED STORM SEWER $-- \succ -- \succ --$ \_\_ )\_\_\_ )\_\_\_ SANITARY SEWER \_\_\_ D\_\_\_ D\_\_\_ COMBINED SEWER —► — FM — — — FORCEMAIN DRAINTILE \_\_ >>\_ \_\_ >>\_ \_\_ WATER MAIN \_\_\_\_ w \_\_\_\_ ELECTRIC GAS — т — — TELEPHONE OVERHEAD WIRES — — OH — — SANITARY MANHOLE STORM MANHOLE CATCH BASIN STORM INLET CLEANOUT HAY BALES RIP RAP VALVE IN VAULT VALVE IN BOX FIRE HYDRANT BUFFALO BOX FLARED END SECTION STREET LIGHT SUMMIT / LOW POINT \$/D 795.25 790.20 (795.20) (790.25) RIM ELEVATION DITCH OR SWALE ~~~~ DIRECTION OF FLOW $\Rightarrow$ $\approx$ OVERFLOW RELIEF SWALE \_\_\_\_\_764\_\_\_\_\_ 1 FOOT CONTOURS CURB AND GUTTER DEPRESSED CURB AND GUTTER ZZZZ*Z*/\_/\_/\_ZZZZ REVERSE CURB AND GUTTER SIDEWALK DETECTABLE WARNINGS PROPERTY LINE EASEMENT LINE - \_\_\_\_ \_\_\_ \_\_ SETBACK LINE MAIL BOX SIGN TRAFFIC SIGNAL

POWER POLE GUY WIRE GAS VALVE HANDHOLE ELECTRICAL EQUIPMENT TELEPHONE EQUIPMENT CHAIN-LINK FENCE SPOT ELEVATION BRUSH/TREE LINE DECIDUOUS TREE WITH TRUNK DIA. IN INCHES (TBR) CONIFEROUS TREE WITH HEIGHT IN FEET (TBR) SILT FENCE RETAINING WALL

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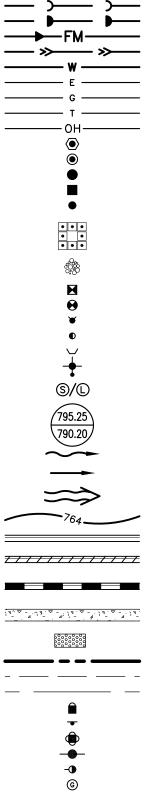
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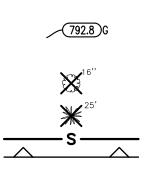
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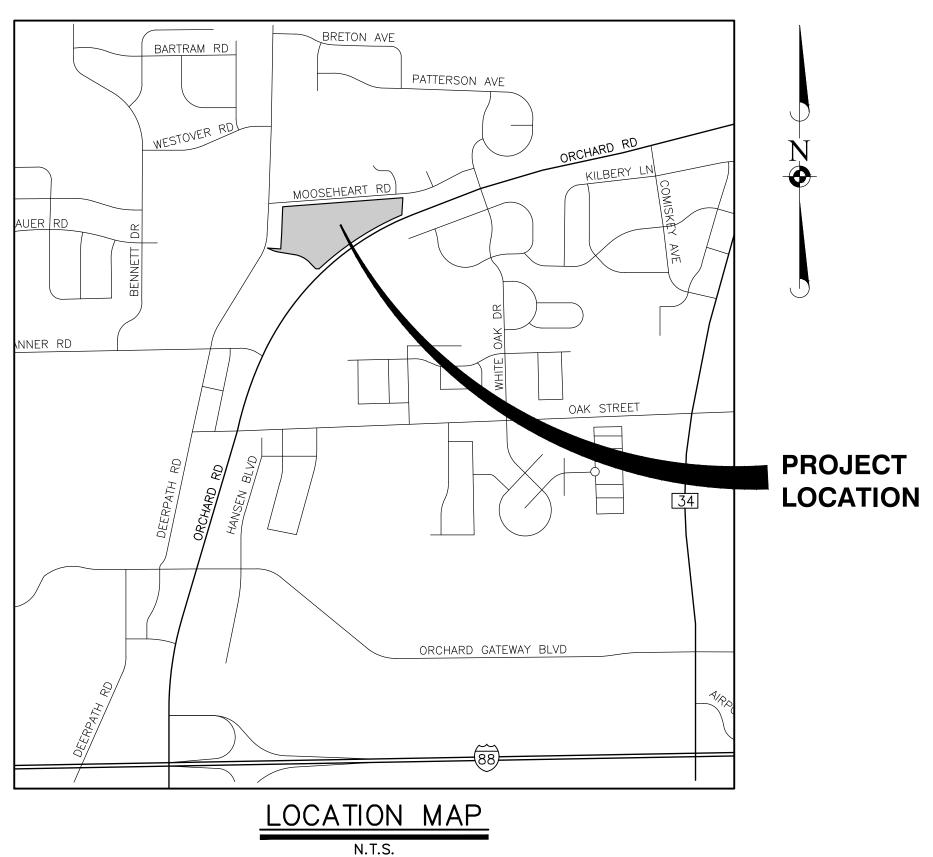


# ABBREVIATIONS

WETLAND

		06-01-16			
ADJ AGG. ARCH B.A.M. B-B B/C B/P B/W B-BOX BIT. BM B.O. C.E. CMP CNO. CONC. CY DIA. DIWM DS DT E-EV. F.F. F.F. FES	ADJUST AGGREGATE ARCHITECT BITUMINOUS AGGREGATE MIXTURE BACK TO BACK BACK OF CURB BOTTOM OF PIPE BACK OF WALK BUFFALO BOX BITUMINOUS BENCHMARK BY OTHERS COMMERCIAL ENTRANCE CATCH BASIN CENTERLINE CORRUGATED METAL PIPE CONTROL CLEANOUT CONCRETE CUBIC YARD DITCH DIAMETER DUCTILE IRON PIPE DUCTILE IRON PIPE DUCTILE IRON WATER MAIN DOWNSPOUT DRAIN TILE ELECTRIC EDGE TO EDGE ELEVATION EDGE OF PAVEMENT EXISTING FIELD ENTRANCE FACE TO FACE FINISHED FLOOR FLARED END SECTION	F/L FM G G/F GW HD HH HYD INL INV. IP T X. MB MH NWL PC CC PI PP PP PP PVC PV PV PV PV PU.D.E. R	FLOW LINE FORCE MAIN GROUND GRADE AT FOUNDATION GUY WIRE HEADWALL HANDHOLE HIGH WATER LEVEL HYDRANT INLET INVERT IRON PIPE LEFT MAXIMUM MAILBOX MEET EXISTING MANHOLE MINIMUM NORMAL WATER LEVEL PRIVATE ENTRANCE POINT OF CURVATURE POINT OF CURVATURE POINT OF COMPOUND CURVE PROFILE GRADE LINE POINT OF INTERSECTION PROPERTY LINE POWER POLE PROPOSED POINT OF TANGENCY POLYVINYL CHLORIDE PIPE POINT OF VERTICAL CURVATURE POINT OF VERTICAL CURVATURE POINT OF VERTICAL INTERSECTION POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENCY PAVEMENT PUBLIC UTILITY & DRAINAGE EASEMENT RADIUS	R.O.W. RCP REM REV RR SAN SFLD. STA. STD SY BR T-/C F/W T/WALL TEMPNS V.D. WL WM	RIGHT-OF-WAY REINFORCED CONCRETE PIPE REMOVAL REVERSE RAILROAD RIGHT SANITARY SQUARE FOOT SHOULDER STREET LIGHT SANITARY MANHOLE STORM STATION STANDARD SIDEWALK SQUARE YARDS TO BE REMOVED TELEPHONE TYPE A TOP OF CURB TOP OF FOUNDATION TOP OF FOUNDATION TOP OF PIPE TOP OF WALK TOP OF WALK TOP OF WALL TEMPORARY TRANSFORMER VALVE BOX VITRIFIED CLAY PIPE VALVE VAULT WATER LEVEL WATER MAIN

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



**OWNER:** FIDUCIARY REAL ESTATE DEVELOPMENT, INC. 789 NORTH WATER STREET, SUITE 200 MILWAUKEE, WISCONSIN 53502 (414) 246-8402

### **BENCHMARKS**:

REFERENCE BENCHMARK ELEVATIONS AND SITE BENCHMARKS SHOWN HEREON WERE ESTABLISHED UTILIZING A TRIMBLE RAPID STATIC GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) AND THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S (NOAA'S) ONLINE POSITIONING USER SERVICE (OPUS). THE OBSERVED ELEVATIONS, AS REFINED BY OPUS, IS THE BASIS FOR ALL ELEVATIONS SHOWN HEREON AND THIS INFORMATION HAS NOT BEEN DIRECTLY COMPARED TO ANY OTHER KNOWN OR FIXED BENCHMARK. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM (GEOID18).

SITE BENCHMARK #1:

NORTHWEST FLANGE BOLT ON HYDRANT LOCATED APPROXIMATELY 21 FEET SOUTHERLY OF THE CENTERLINE OF MOOSEHEART ROAD AND APPROXIMATELY 333 FEET EASTERLY OF THE CENTERLINE OF DEERPATH ROAD.

ELEVATION=716.99

DATUM=NAVD88-GEOID 18

SITE BENCHMARK #2:

SOUTHWEST FLANGE BOLT ON HYDRANT LOCATED APPROXIMATELY 20 FEET NORTHERLY OF THE CENTERLINE OF MOOSEHEART ROAD AND APPROXIMATELY 163 FEET EASTERLY OF THE CENTERLINE OF HATHAWAY COURT

ELEVATION=729.35

DATUM=NAVD88-GEOID 18

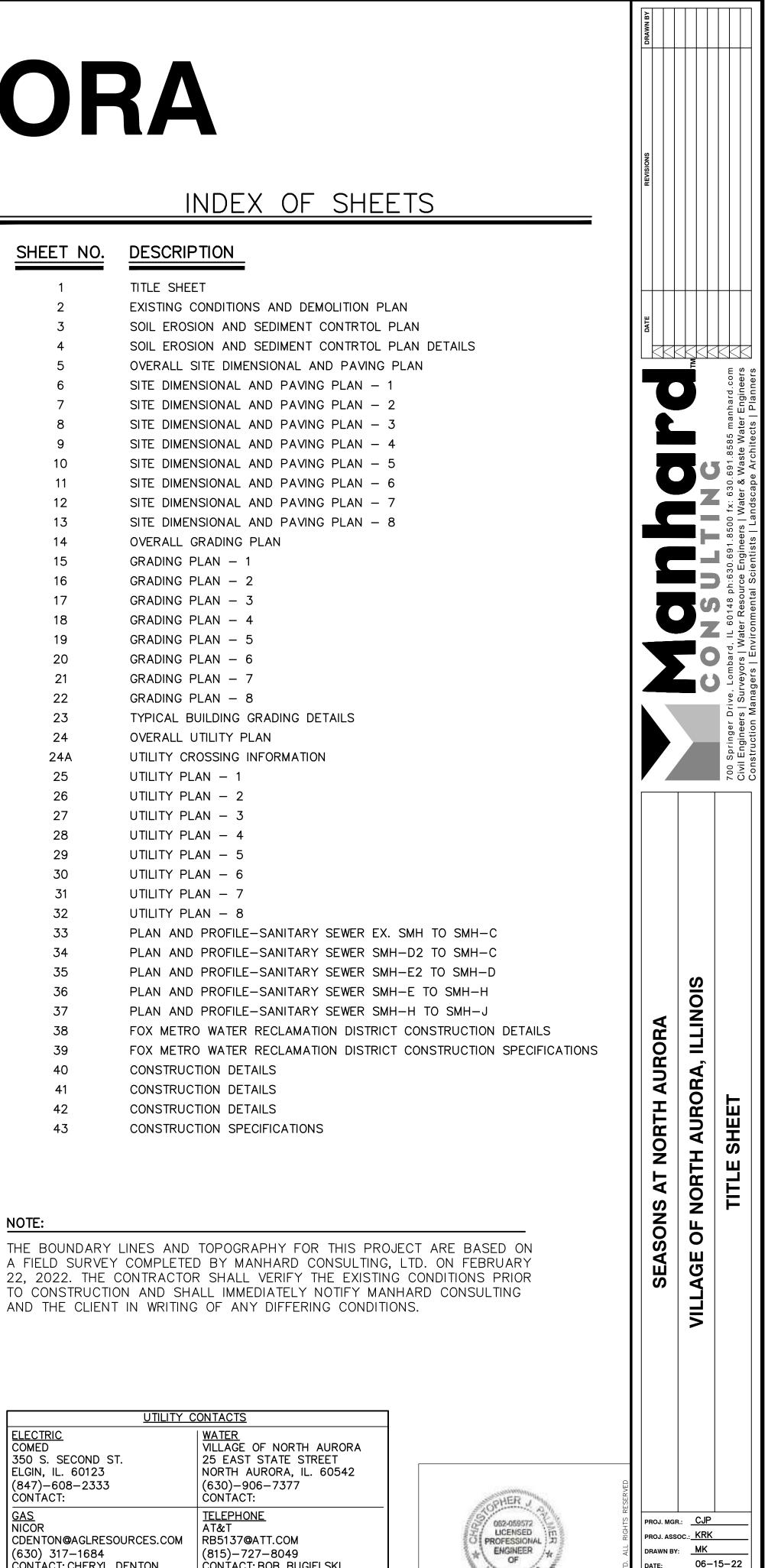
SITE BENCHMARK #3: CUT SQUARE ON NORTHWEST EDGE OF CONCRETE BASE OF SOLAR POWERED SPEED LIMIT SIGN LOCATED APPROXIMATELY 41 FEET SOUTHEASTERLY OF THE CENTERLINE OF ORCHARD ROAD AND APPROXIMATELY 1780 FEET SOUTHWESTERLY OF THE CENTERLINE OF WHITE OAK DRIVE AS MEASURED ALONG THE CENTERLINE OF ORCHARD ROAD.

ELEVATION=719.51 DATUM=NAVD88-GEOID 18









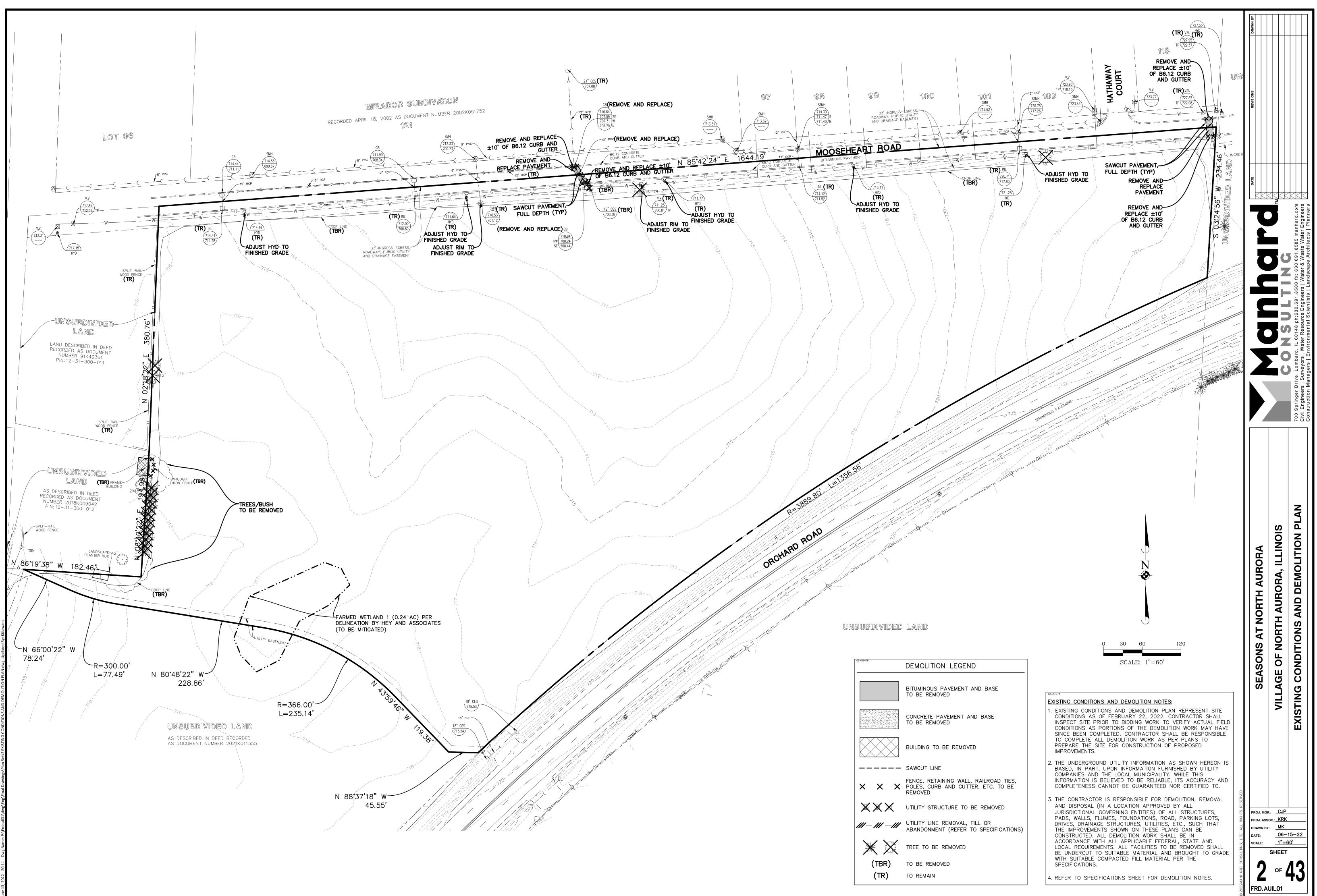
CONTACT: CHERYL DENTON	CONTACT: BOB BUGIELSKI
SEWER FOX RIVER WATER RECLAMATION 1135 SOUTH LAKE STREET MONTGOMERY, IL. 60538 (630)-301-6806 CONTACT:	VILLAGE OF CONTACT VILLAGE OF NORTH AURO 25 EAST STATE STREET NORTH AURORA, IL. 6054 (630)-906-7377 CONTACT:

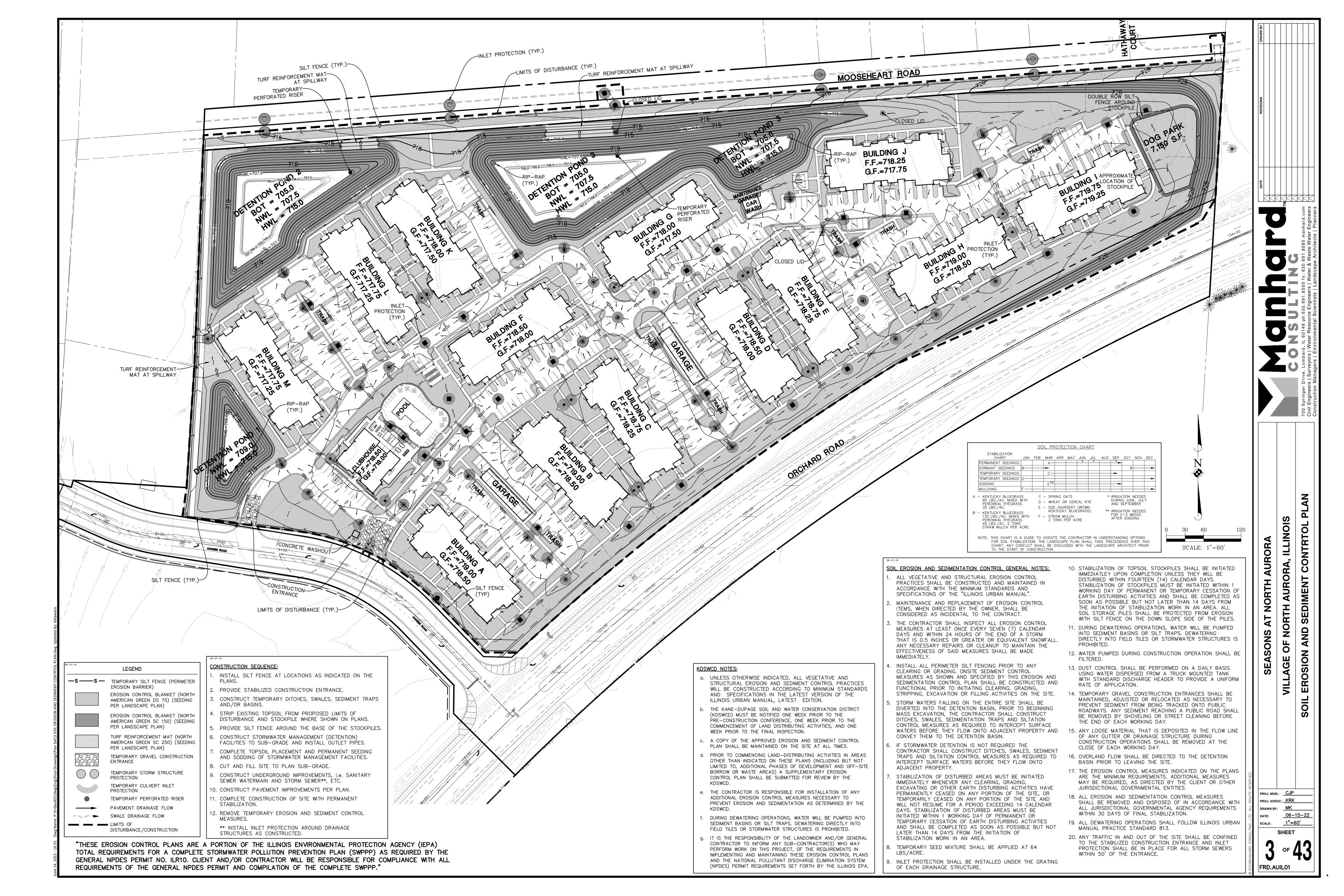
AGE OF CONTACT AGE OF NORTH AURORA EAST STATE STREET RTH AURORA, IL. 60542 (630)-906-7377 CONTACT:

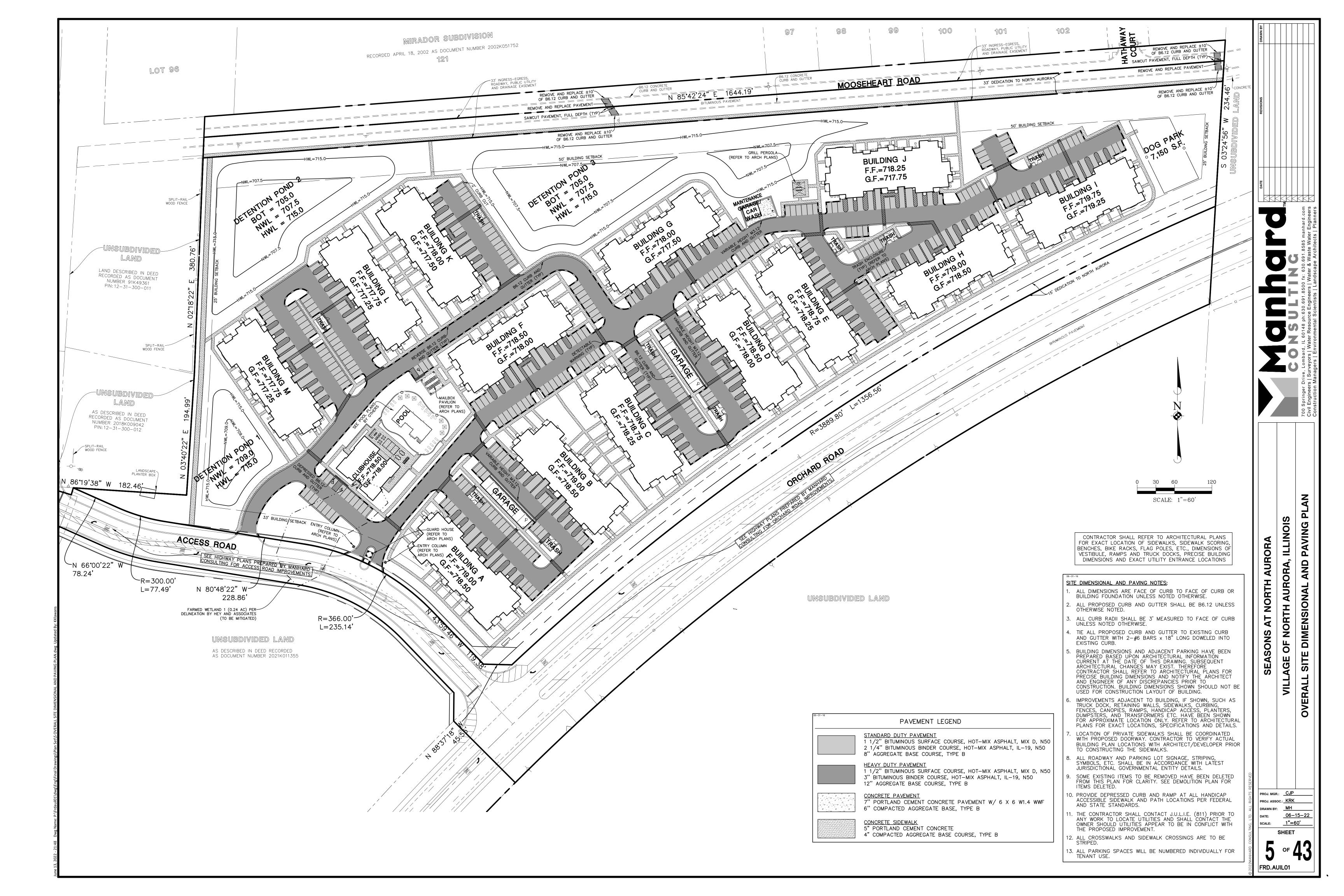
OF LINO EXP. 11/30/23

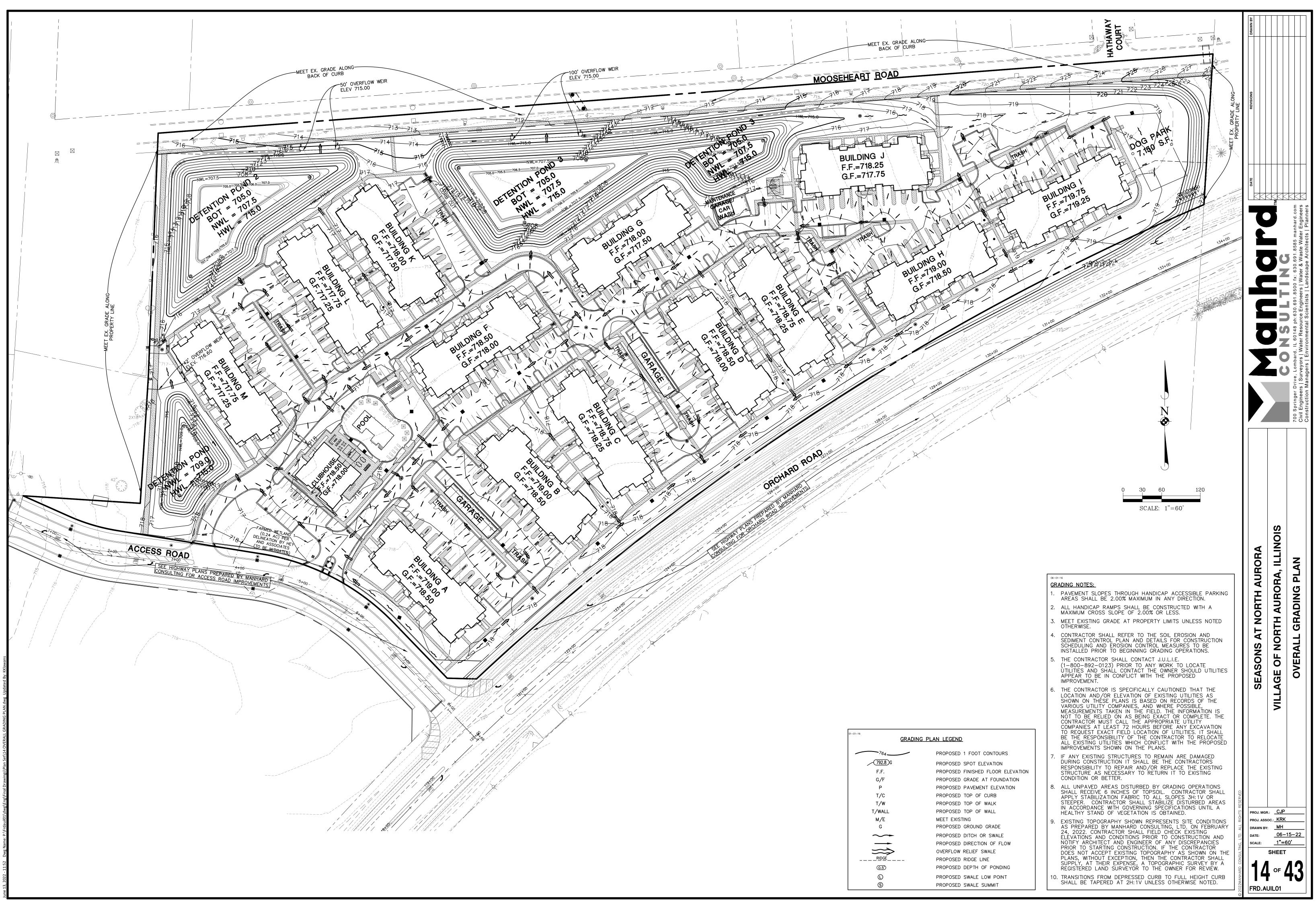
SEAL

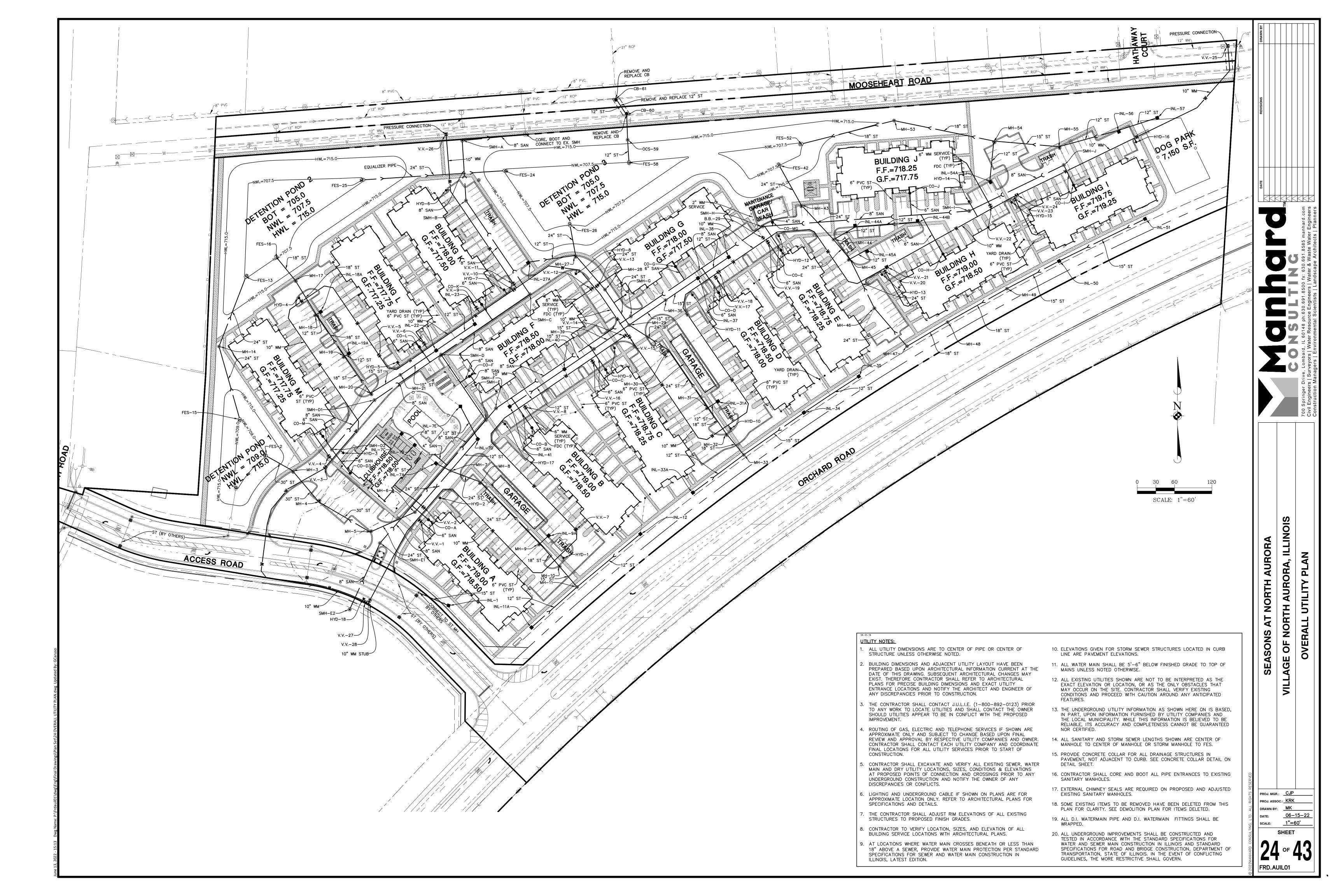
06-15-22 DATE: N.T.S. SCALE: SHEET OF FRD.AUIL01

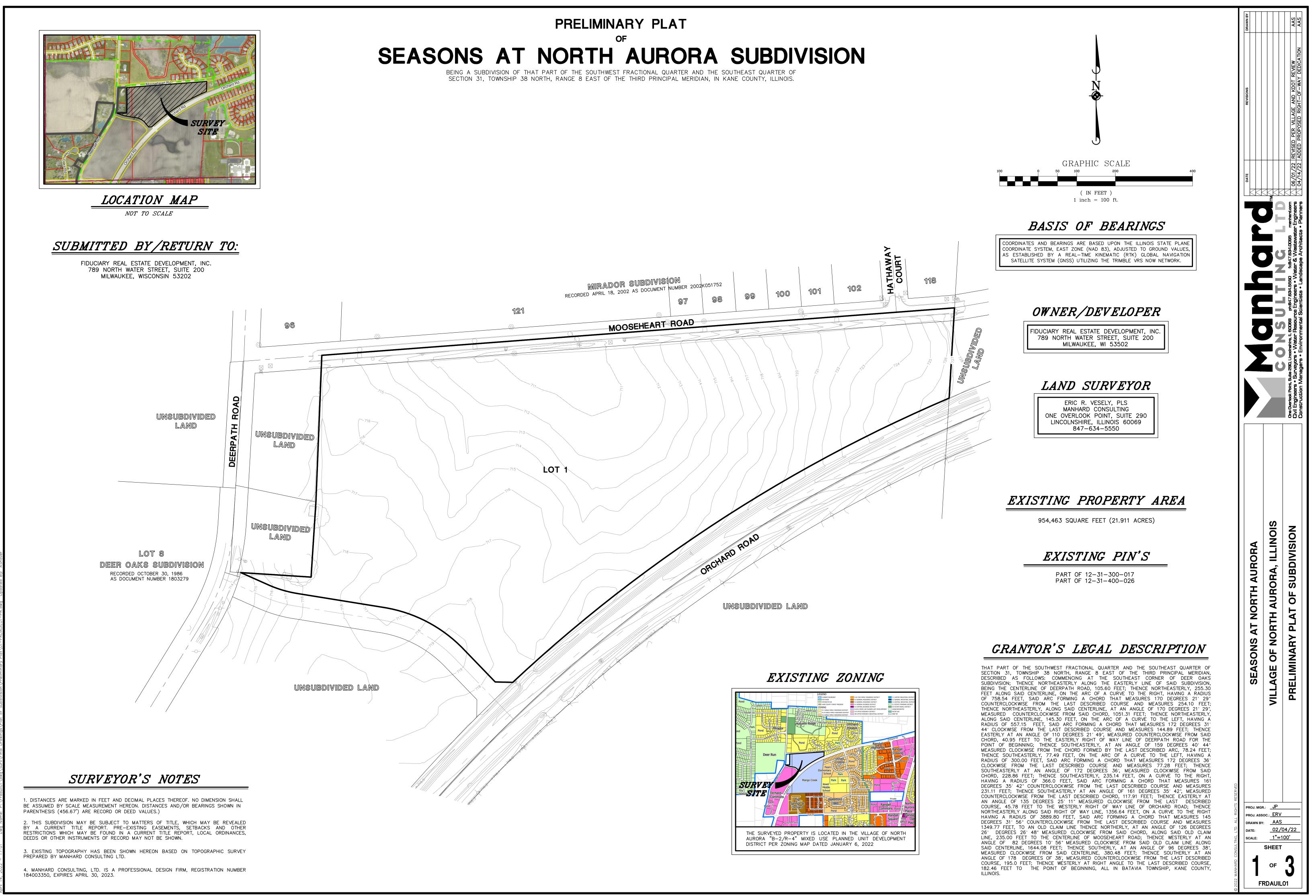


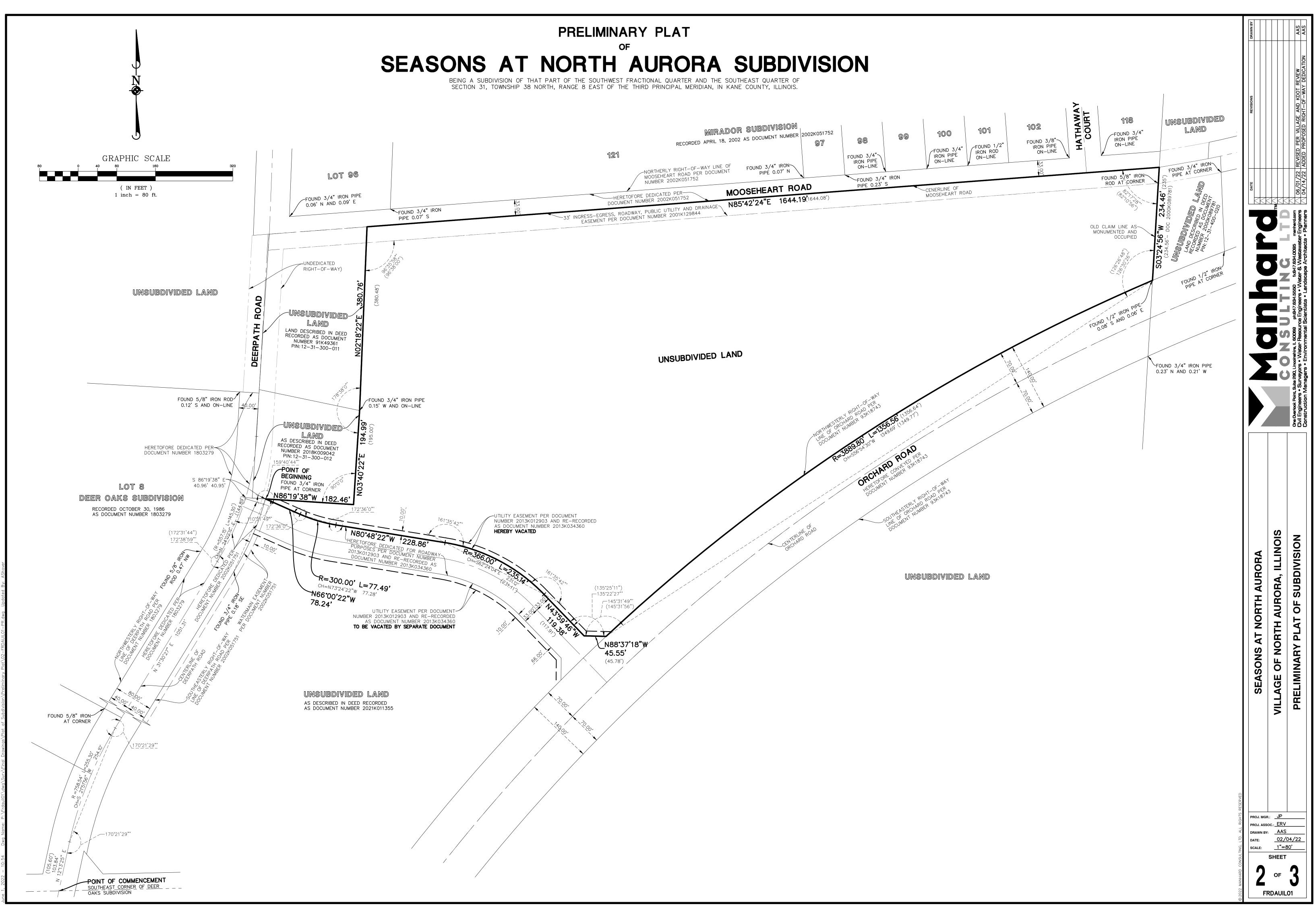


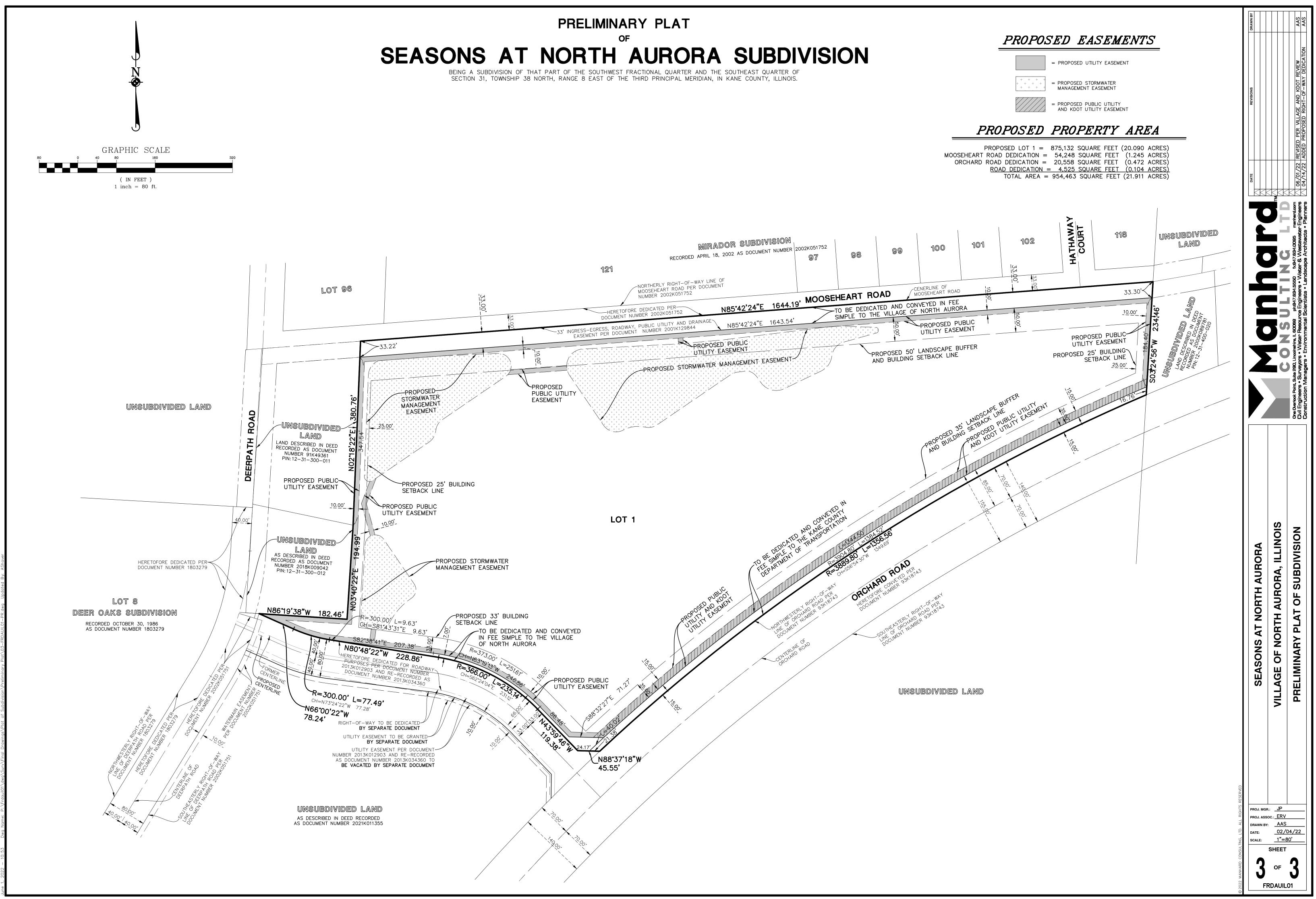














# SITE STATISTICS

# MULTIFAMILY

**TWO STORY WALKUP BUILDINGS WITH 20 UNIT CONFIGURATIONS** ALONG WITH A CLUBHOUSE AND POOL

CLUBHOUSE - 4,942 SF

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

STUDIO ONE BEDROOM **TWO BEDROOM** THREE BEDROOM

**OVERALL UNIT COUNT 260** 

SITE AREA : 20.11 ACRES (12.9 UNITS/ACRE)

PARKING

ON SITE STALLS	40
ENCLOSED STALLS	17
TOTAL STALLS	57

**TYPICAL PARKING STALL DIMENSIONS: 9' X 18.5'** 

# LOT COVERAGE

SITE AREA	
BUILDINGS AND SITE STRUCTURES	
SHE SIRGEIGRES	

# SETBACKS

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

SCALE 1"=60'



Seasons at North Aurora **MULTIFAMILY DEVELOPMENT** 

20 UNI

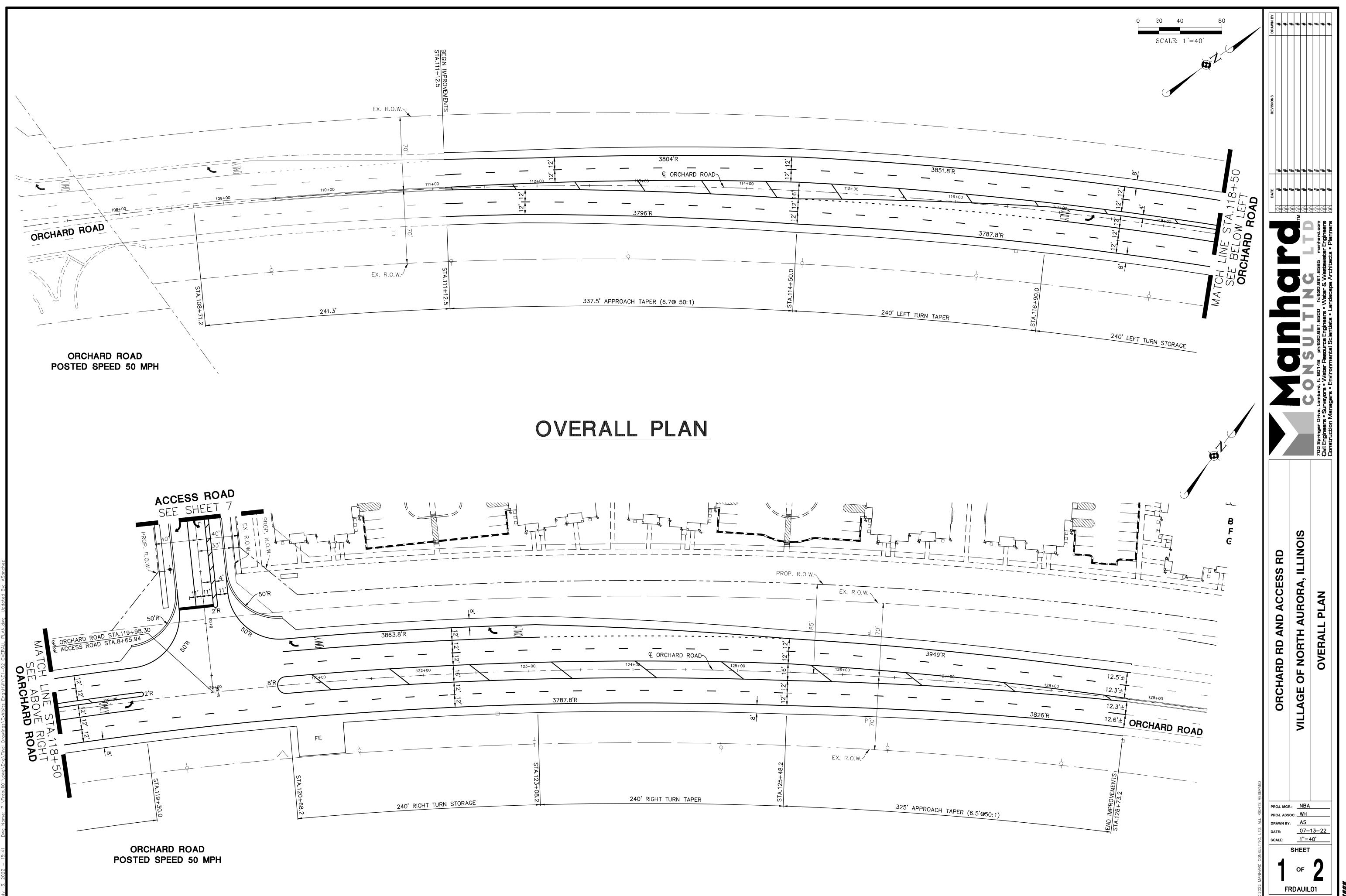
Additional 15' Dedicated to

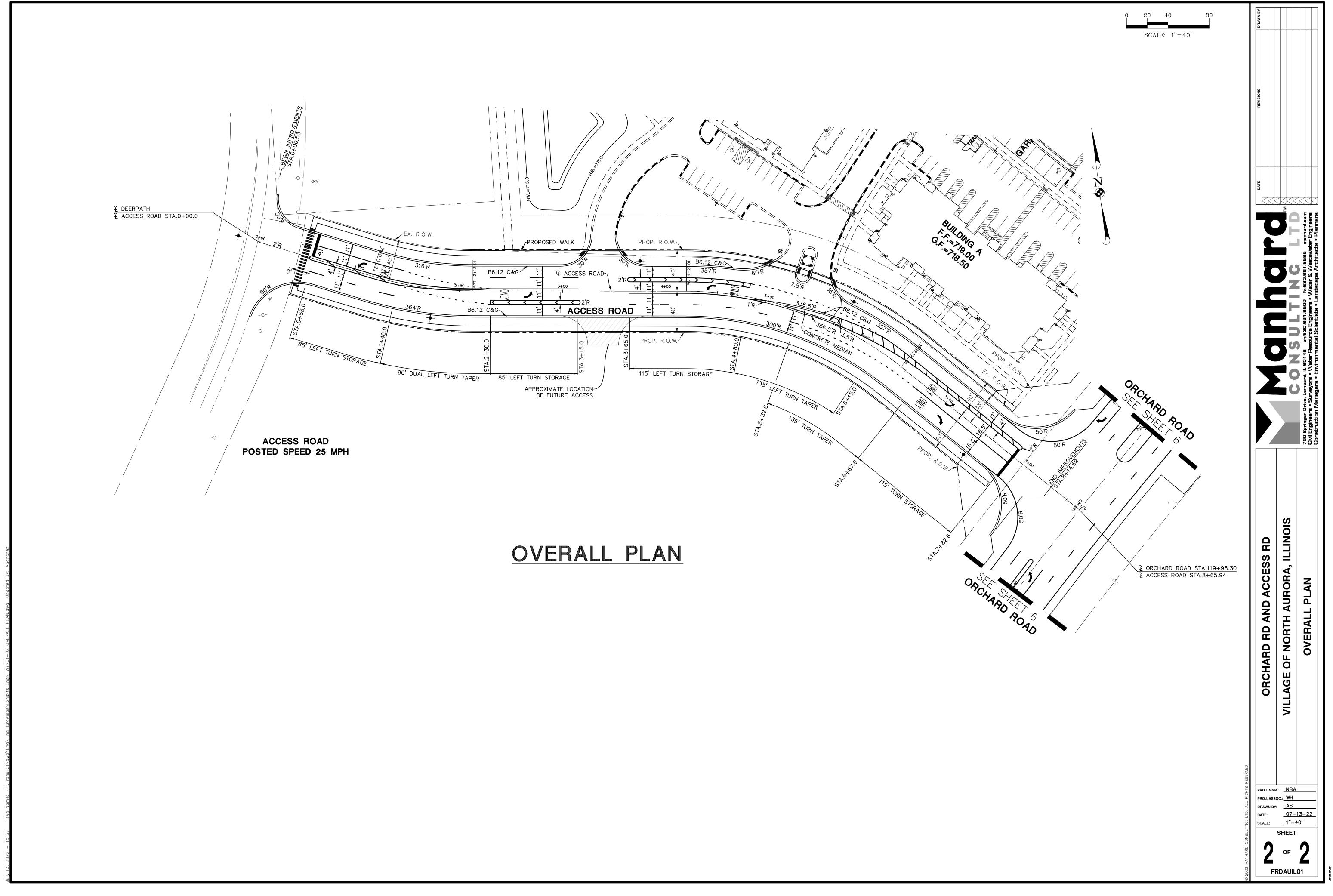
Orchard Rd Right of Way

403 (1.55 STALLS/UNIT) 172 (0.66 STALLS/UNIT) 75 (2.21 STALLS/UNIT)

945,303 SQFT (21.7ACRES) 198,416 SQFT (21%)







## Village of North Aurora Memorandum



To: President and Village Board of TrusteesFrom: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

**Date:** July 18, 2022

**RE:** Village Purchasing Policy Update

At the June 20, 2022 Committee of the Whole meeting, staff presented updates to the Village's purchasing policy. A summary of the proposed changes include:

- Changing the bid notification requirement from local newspaper to Village website.
- Changing the Village Administrator's purchasing authority from less than \$15,000 to less than \$25,000.
- Adding language to indicate a Request for Proposals (RFP) or Request for Qualifications (RFQ) may not be necessary to continue services with a vendor the Village has an existing satisfactory relationship.
- Clarifying Village Board approval is needed for multi-year contracts or agreements where the total value exceeds the Village Administrator's spending authority (changed from annual value of contract).
- Adding language to specify that individual payments related to a professional services vendor may be under the Village Administrator's spending authority, but the total annual amount may exceed the spending authority (similar to aggregate purchases language already included for supplies and materials payments).
- Adding language that Village Board is to acknowledge a professional services vendor list annually during the budget process that the Village has a pre-existing relationship with and is expected to exceed \$25,000 in the current fiscal year.
- Updating the bidding procedures to include the Finance department as part of the bid package review and bid tabulation review.
- Defining Village credit card spending limits by supervisory level.

In addition, staff has added a section to <u>Section VII: Other</u> related to donations. Recently, the Village received a donation from a resident to be used towards public safety equipment. Until now, the Village did not have an official policy on the acceptance of donations. The new donations section addresses who the Village will and will not accept donations from and how donations will be accounted for internally. Attached to this memo is an ordinance to change the Village code removing the newspaper bid requirements, and a resolution to adopt the changes noted in the Village's purchasing policy.

#### VILLAGE OF NORTH AURORA

#### ORDINANCE NO.

#### AN ORDINANCE AMENDING TITLE 3, CHAPTER 3.40 OF THE NORTH AURORA VILLAGE CODE REGARDING CONTRACTS FOR PUBLIC WORKS

**WHEREAS**, the Village Purchasing Policy is being updated, and Title 3, Chapter 3.40 of the North Aurora Code relating to Contracts for Public Works should be amended in keeping with the Purchasing Policy.

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

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

2. Section 3.40.020 of Chapter 3.40 (Contracts for Public Works) of Title 3 (Revenue and finance) is hereby amended in its entirety as follows:

#### 3.40.020 Advertising for bids.

The appropriate department head, under the supervision of the Village Administrator, shall prepare the bidding specifications, in keeping with the village Purchasing Policy as approved by the Village Board from time to time, and advertise for bids publically in keeping with the Illinois Municipal Code in a manner outlined by the Village purchasing policy.

3. 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.

4. This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

#### VILLAGE OF NORTH AURORA

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 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.

Mark Gaffino, Village President

ATTEST:

Village Clerk

#### VILLAGE OF NORTH AURORA

#### Resolution No.\_\_\_\_\_ Resolution to Approve an Amendment to the Village's Purchasing Policy

**WHEREAS**, the Village of North Aurora has previously adopted Resolution 14-03-17-01, a Resolution adopting a new Purchasing Policy on March 17, 2014 and said Policy was amended on December 17, 2018, January 21, 2019, and October 21, 2019; and

**WHEREAS**, the Village has determined that it is necessary to update and amend Section IV Bids and the Bidding Process and Section V Service Contracts and Professional Services of the Purchasing Policy; and

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of North Aurora, as follows:

- 1. The recitals set forth above are incorporated herein as the material findings of the president and the Board of Trustees.
- 2. The Purchasing Policy revisions attached hereto and incorporated as Exhibit "A" is hereby approved by the corporate authorities.
- 3. This Resolution shall take immediate full force and effect from and after its passage and approval.

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

ATTEST:

Village Clerk

#### Village of North Aurora Purchasing Policy <u>Adopted: July 18, 2022</u>



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#### A. <u>Purpose</u>

The purpose of this policy is to provide direction to departments in the procurement of goods and services. When used with good judgment and common sense, the policies will allow the Village to obtain required goods and services efficiently and economically. When necessary, this policy will be revised consistent with current policies and procedures affecting purchasing and contracting. The Village Administrator, or his/her designee, shall be the final authority with regard to enforcement or interpretations of any provisions of this manual.

#### B. <u>Goals of Policy</u>

The purchasing standards set forth herein are designed to:

- 1. Attain maximum economy in municipal operations to the ultimate advantage of local taxpayers and residents;
- 2. Provide equal opportunity for qualified vendors to serve Village needs;
- 3. To exercise fiscal control over purchasing.
- 4. To obtain supplies, equipment and services for the Village at the lowest possible cost at the quality necessary for efficient and effective operations.
- 5. To provide timely and convenient service to residents through the efficient procurement of goods and services.

#### C. <u>Ethics and Conflicts of Interest</u>

Village employees are expected to conduct daily business with integrity and honesty. It shall be the responsibility of the Village Administrator to determine if there has been an ethics violation in conjunction with this section, if any disciplinary action is required in accordance with the Village's personnel manual and determine the applicability of this section to related questions that may arise from time to time.

- 1. Employees shall make all purchases without favor or prejudice.
- 2. Employees shall ensure that identical information is provided to current and potential vendors in order to receive fair and accurate quotes and/or bids.
- 3. Gift Acceptance Employees shall adhere to the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 as adopted by the Village per ordinance 04-05-10-07 regarding the acceptance of gifts from "prohibited sources". Furthermore:
  - a. Gifts or gratuities shall not be accepted if the perceived value is beyond that which suggests more than a social context.
  - b. Promotional or advertising items of nominal value, including, but not limited to key chains, pens, coffee mugs and calendars are acceptable.

- c. Association with current or potential vendors during business meals or business organization meetings is not prohibited, nor is it unethical as long as the employee keeps him/herself free of obligation. Should the current or potential vendor pay for or sponsor the business meal, the amount cannot exceed the limits defined in the State Officials and Employees Ethics Act.
- d. Gifts that can be shared such as food are acceptable and shall be shared among coworkers.
- e. Cash, gift cards or gift certificates/vouchers are not acceptable. Should an employee receive cash, gift cards or gift certificates/vouchers from a current or potential vendor, or business within the Village, the employee shall return the gift politely citing the Village's gift acceptance policy.
- f. Personal loans of money or equipment for any employee's personal use are not to be accepted from a vendor conducting or seeking business with the Village.
- g. Corporate discounts granted to the Village are acceptable only if they are offered to all Village employees and/or other similar corporate or and governmental clients of the vendor.
- h. Local charity/community group gifts employees may accept gifts from local charity/community groups or similar groups of that nature if the gift is deemed to stem from a personal friendship with the group's members or similar gifts have been given to other members of the local charity/community
- 4. Conflict of Interest Any employee with purchasing authority shall notify their Department Head of any of the following actual or potential conflict of interest circumstances with a potential vendor regardless of whether they are directly or indirectly involved with the purchasing process. Department Heads will be responsible for notifying the Village Administrator of these circumstances:
  - a. The employee is simultaneously employed by or doing work in any capacity for the potential vendor.
  - b. The employee, employee's partner or member of the employee's immediate family holds is an employee or agent of a potential vendor who may benefit or be adversely affected by a purchasing decision by or on behalf of the Village.
  - c. The employee, employee's partner or member of the employee's immediate family has any direct or indirect financial interest in the procurement transaction or in the potential vendor.
  - d. The employee, employee's partner or member of the employee's immediate family are currently negotiating terms of employment or agency relationship or are in the process of becoming employed by or forming an agency relationship with a potential vendor.

For purposes of this section, an employee's immediate family is defined as spouse/partner, children, parents, brothers, sisters or anyone else currently living in the same household as the employee.

It shall be the responsibility of the Village Administrator to determine when ethical considerations must be addressed, when there has been an ethics violation in conjunction with this section and whether any disciplinary action is required in accordance with the Village's personnel manual.

#### D. Budget Approval and Compliance

In general, a budget for all supplies, materials, equipment and contractual/professional services required for the delivery of services by Village Departments will be included in the annual budget document.

Purchase of budgeted items or services as required during the fiscal year shall proceed in accordance with these procedures generally upon approval of the annual Budget by the Village Board. In some cases, the beginning of the process of procurement, or final approval of the purchase of goods or services may be initiated prior to Village Board approval of the annual budget for which the goods or services are being procured, as determined by the Finance Director and if determined to be in the best interests of the Village.

Department Heads are responsible for ensuring that purchases made are within budget. The Department Head shall notify the Finance Director prior to the beginning of any purchase of goods or services if the purchase may result in an account exceeding the budget so that an appropriate budget adjustment can be executed prior to Village Administrator approval of the purchase, if necessary.

#### E. <u>General Purchase Authority</u>

Purchases of goods or services may be authorized according to the general guidelines below:

- 1. Department Heads may authorize purchases up to \$5,000.
- 2. The Village Administrator, or his/her designee, must approve all purchases in excess of or equal to \$5,000.
- 3. Purchases in excess of or equal to \$25,000 also require Village Board approval.

The Village Administrator shall be notified by the respective department prior to the beginning of the procurement process for goods or services over \$25,000 in order to ensure that the proper process is followed. The Finance Director will maintain appropriate forms and procedures for the approval of purchasing requests as needed.

#### F. Estimating Costs to Determine Required Authorization

Estimates of cost should always be obtained and submitted with requests for authorization. When dealing with the unexpected repair of equipment, vehicles or facilities that require immediate action, good faith estimate should be obtained and submitted with the request for authorization. In the event the actual cost exceeds an original estimate, or a revised estimate is obtained, and additional approval levels to proceed are required, the Department Head and/or Village Administrator, as appropriate, shall be notified to obtain authorization to proceed.

- A. A purchase less than \$1,000
- B. A purchase in excess of or equal to \$1,000 but less than \$5,000
- C. A purchase in excess of or equal to \$5,000 but less than \$25,000
- D. A purchase in excess of or equal to \$25,000 and Formal Bidding
- E. Petty Cash

#### A. <u>Purchases Less Than \$1,000</u>

Purchases within this category may be <u>authorized by the Department Head</u> who may delegate this authority to subordinates at their discretion. Department Heads still bear ultimate responsibility for purchases made by their subordinates.

Although multiple quotes are not required every time a purchase is authorized within this threshold, periodic price comparisons must be made from time to time to ensure that the price being paid is the best price available and that the quality is the best that is required.

B. <u>Purchases in Excess of or equal to \$1,000 but less than \$5,000</u>

Purchases in this category shall be <u>authorized by the Department Head</u> after seeking at least two (2) quotes from vendors. If two (2) or more quotes can not be obtained, Department Heads shall document the attempts made to receive quotes for those goods or services.

#### C. Purchases in Excess of or equal to \$5,000, but less than \$25,000

Purchases in this category must be <u>authorized by the Village Administrator</u>. Effort shall be taken to secure at least three (3) written quotations. If three (3) or more quotes can not be obtained, Department Heads shall document the attempts made to receive quotes for those goods or services. The requesting department shall secure the quotations themselves and the Department Head will present a recommendation to the Village Administrator. The splitting of a purchase into two or more purchases for the purpose of avoiding this requirement is not allowed.

In the event that a Department Head feels that a purchase under this category should be made form one particular vendor rather than through written quotations, he should submit a recommendation to the Village Administrator stating the reasons for limiting purchase to the certain vendor preference. The Village Administrator will have discretion to determine if a particular vendor should be used in these cases.

#### D. Purchases in Excess of \$25,000 and Formal Bidding

Purchases in this category exceeding a cost of \$25,000 must be <u>approved by the Village Board</u> and normally require at least three (3) written quotations.

In addition, public works contracts, public improvement projects and the purchase of supplies over \$25,000 are subject to formal bidding procedures as required and permitted by statute (65 ILCS 5/8-9) and authorized in the Village Code. These bid procedures may be waived by the Village Board per Statute by a two-thirds vote of all Trustees then holding office. Requests for bid waivers may be made only when goods sought are proprietary, when the services require a high

degree of creative input, judgment, design or discretion from the person providing the services, where standardization is necessary or desirable, in emergencies as described later in this policy, or if determined to be in the best interests of the Village.

#### E. <u>Petty Cash</u>

Petty cash drawers in the amount of \$500 each are maintained by the Village at the Finance Department and Police Department for the purpose of reimbursing incidental costs incurred for Village operations.

Petty cash funds will be used primarily to reimburse employees for incidental expenses associated with Village operations or mileage reimbursement for use of personal vehicles. Advances may be requested upon the approval of the Department Head. All requests for petty cash reimbursements must be submitted on an approved petty cash reimbursement form and include appropriate receipts and documentation supporting the amount of the request. Unless otherwise authorized by the Finance Director or his/her designee, petty cash reimbursement shall be limited to no more than \$75 per request.

Responsibility for the safety, security and control of each petty cash drawer rests with the head of the department to which the drawer is assigned. Each Department Head may assign the day-today duties of petty cash administration to an appropriate custodian.

When the balance of the drawer is getting low, the designated custodian shall prepare a reconciliation of the petty cash fund providing a count of cash currently in the box as well as a detailed listing of petty cash reimbursement slips received. Upon approval through normal accounts payable procedures a check will be cut to increase the petty cash box to its designated impress balance.

#### Emergency Purchases

Emergencies are defined as events or circumstances that could not have been foreseen and where immediate action is necessary to safeguard the public's health, safety and welfare, provide emergency assistance as needed, protect property, remediate situations that may cause public harm and other situations where timing is critical. When an emergency condition exists that requires a public works or public improvement contract or purchase of supplies, the Village Administrator will notify the Mayor. Upon concurrence from the Mayor that an emergency condition exists, the Village Administrator will have authorization to expend funds over and above the Village Administrator's normal authority to alleviate the emergency if the matter must be reasonably addressed before approval can be sought from the Board of Trustees. If the Mayor can not be reached and immediate action is required, the Village Administrator will be authorized to enter into emergency purchases with notification to the Mayor as soon as possible.

During an emergency, the Village Administrator may delegate specific authority to Department Heads to expend funds in order to prevent or alleviate the emergency condition. Documentation of the emergency and the need for immediate action shall be transmitted to the Village Board as soon as practical along with information regarding expenditures that have been made and estimated to be incurred. The Village Administrator will provide regular updates to the Village Board as the event continues. In the event that a situation has been determined to be an emergency, the Finance Director will be notified in order to ensure that funds are available and facilitate payment to contractors if necessary.

#### Sole Source Purchases

Sole source purchases are defined as orders for parts, supplies, equipment or services that are available only from a single source or for other reasons are necessary to purchase from a single source. Examples include, but are not limited to:

- Equipment or supplies for which there is no comparable competitive product or is available only from one supplier
- Component or replacement parts for which there is no commercially available substitute
- Service contracts where one company is the only company that can provide the service, i.e. proprietary software or software maintenance
- Items where compatibility is the overriding consideration for the purchase of related products
- Items only available from one source, such as due to distributor exclusivity
- Payments made to other governmental agencies as required by law or established through an intergovernmental agreement

Items determined to be sole source that are not subject to normal procurement policies still require Village Board approval above \$25,000, and still require a formal waiver of bids if over \$25,000.

#### State, Joint and Cooperative Purchasing

The State of Illinois annually bids out certain items resulting in low pricing that local governments can take advantage of and take the place of normal procurement procedures. Purchasing through these State contracts allows for efficiencies due to lower administrative costs in procuring quotes, economies of scale and may be a substitute for the normal competitive procurement process.

Other forms of joint or cooperative purchasing may be available through the County or other organizations representing the Village and other local governments. Because these contracts have been competitively bid, normal competitive procurement policies can be waived. Care should be taken to ensure that the best price is still being obtained through due diligence that provides the necessary quality of goods and services.

To the extent that State or other joint purchasing programs are subject to the bidding rules of the State, intergovernmental agreement or the bidding rules of other governmental bodies, the Village bidding rules shall not apply, provided that Purchases over the \$25,000 threshold still require Village Board approval.

#### Bid Lists

Each Department may, but are not required to, maintain their own lists of prospective vendors for quotes, bids, etc. Requests from prospective vendors to be placed on a bid list will be received or forwarded to the appropriate department and their information retained for future procurements. Each department shall be responsible for determining if prospective vendors qualify and can provide needed goods or services.

#### Responsible Bidder

The Village has passed by Resolution on September 21, 2009, a resolution that any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

#### Formal Bidding Procedures

As stated in Section II.C. of this Policy, certain public works contracts, public improvement contracts and supplies over \$25,000 are subject to formal bidding. The bidding procedures to be followed are:

- 1. The requesting department prepares the specifications of the item to be let for bid. The Finance Director shall review the bid package and forward any recommended changes to the Department Head. The Department Head arranges the specifications into proper format and prepares the other needed documents to complete the bid invitation package. The specifications should state the minimum standards acceptable to the Village, but should not be restrictive without adequate reason in keeping with the requirements of the work and the needs and best interests of the Village in order to allow as many competent contractors as possible to compete. The approved bidding specifications and bid package shall not be changed after it is made available to the public without notification to all bidders prior to the submittal deadline. After the submittal deadline, no changes shall be made.
- 2. The Department Head arranges for a bid opening date. The date must be at least ten (10) working days from the published notification date, but not more than forty-five (45) working days.

Public notification of bids shall be advertised in a public forum consistent with the requirements of the Illinois Municipal Code. Notice shall be posted on the Village's website. Additional public forums in which bids may be advertised may include newspapers, trade journals, industry websites, and the IDOT bulletin.

The NOTICE TO BID shall include the following, at a minimum:

- The type of material or service desired
- The notification that Prevailing Wage laws will apply, if applicable
- The person or department to contact for information
- The place it will be received
- The date and time of the bid opening
- The Statement that bids will be <u>opened and publicly read</u> at that time

- The statement that bids must be sealed and properly identified on the outside of the envelope that they are sealed bids for a specific item or project
- The Village reserves the right to reject any/all bids and to waive any technicalities.

In certain circumstances, it may be felt by the Department Head and or the Village Administrator that the best interests of the Village would be served by the use of one particular vendor despite the amount of the purchase being in excess of \$25,000. In such case, a request to waive competitive bidding must be submitted to the Village Board for their consideration and approval as allowed per statute.

Construction contracts involving Motor Fuel Tax or federally funded projects must follow applicable procedures dictated by the appropriate state or federal agency.

- 3. The Department Head shall be responsible for placing a legal notice concerning the bid in any combination of public forums and/or IDOT bulletin authorized above to contractors at least ten (10) working days prior to the bid opening.
- 4. The Department Head may send bid invitations to known responsible vendors on the bidder's list for the particular item as well as to any other prospective bidders. In cases where the bid package may be costly to reproduce, a nominal charge for the package may be assessed.
- 5. Bids received after the published opening date and time will be returned unopened to the bidder with a cover letter stating the date and time the "Bid" was actually received. Bids received by facsimile shall not be accepted, in that they are not sealed bids as prescribed and do not bear the original signature of the authorized bidder.
- 6. Bids specifically for construction contracts shall be accompanied by a 5% bid bond. The Village Administrator may decide that no bid bond amount is required or that a higher bid bond is appropriate, but in no case will the amount by higher than 10%. The bid bond amount shall be stated in the bid package and shall be required uniformly from all bidders or no bidders as the case may be.
- 7. The Department Head or designee and one other Village representative shall be present at the bid opening.
- 8. Bids shall not be opened prior to the advertised bid opening day and time, and after the bids have been opened, the Department Head shall prepare bid tabulation and forward it to the Finance Director.
- 9. The Department Head shall meet with the Village Administrator to review the bids and mutually agree upon a recommended bidder. The Department Head will write the Board Agenda Memo for this purpose with the Village Board approving the bid award.
- 10. The bid award is to be made to the lowest responsible bidder. The lowest responsible bidder is that bidder with the lowest bid price that most closely meets specifications that is in the best interests of the Village to accept and any other criteria that may be set forth within the bid documents. The Village Board retains sole authority to determine that the bid meets specifications, but staff shall make a recommendation on award of based on, but not necessarily limited to, the following considerations:

- a. the ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. the quality of the performance of previous contracts or services;
- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and
- i. the number and scope of conditions attached to the bid.

#### Waiver of Competitive Bids

A requesting department may recommend that formal bid procedures be waived by the Village Board with the advice and consent of the Village Administrator, which case formal bidding must be waived by a two-thirds vote of all Trustees then holding office. Requests for bid waivers shall be made only when goods sought are proprietary, when the services require a high degree of creative input, judgment, design or discretion from the person providing the services, where standardization is necessary or desirable, emergencies as described in this policy, or if determined to be in the best interests of the Village.

#### Contract Change Orders

The Village must comply with 50 ILCS 525/ Public Works Contract Change Order Act which says that any change order to a contract which results in an increase of 50% or more of the original contract price or 50% or more of the original subcontract price must be rebid in the same manner as the original bid. This policy is consistent with this statute.

- 1. Change Orders for Less Than \$25,000. All change orders increasing or reducing the original contract price by less than \$25,000 must be approved by the Village Administrator, regardless of the percentage change. The Village Administrator may at his discretion require change orders less than \$25,000 to be approved by the Village Board.
- 2. Change Order for \$15,000 \$25,000 or More. All change orders increasing or reducing an original contract for \$15,000 or more require approval of the Village Administrator and Village Board, regardless of the percentage change. In certain situations where it is impractical to delay a project while waiting for Village Board approval, the Village Administrator may at his discretion approve change orders up to \$25,000 with Village Board approval to follow at the next regular or special meeting.

3. Other Change Orders. The Village Administrator may execute change orders to extend the length of a construction contract by up to 30 days or other terms and conditions of a contract deemed necessary or in the best interests of the Village. Requests to extend the length of a contract by more than 30 days must be approved by the Village Board.

All change orders should be approved by the Village Administrator, or Village Board, as appropriate, prior to the work beginning.

#### Aggregate Purchases

The Village Administrator during the year may approve multiple purchases of, or individual contracts for, specific types of supplies and materials which, in the aggregate, exceed \$25,000 but are less individually, and not be subject to the Village's formal bid requirements or require a waiver of bids, unless the aggregate cost exceeding \$25,000 was reasonably foreseeable at the beginning of the applicable year. However, for purchases of commodities subject to frequent price fluctuations such as fuel where the competitive bid process is not practical, purchases may be approved without bidding. As for fuel purchases, specifically, the Public Works Director with the oversight and approval of the Village Administrator shall seek the best pricing currently available on an ongoing basis without the need to bid fuel purchases, and the Village Administrator may authorize individual purchases under \$25,000 and without Village Board approval.

#### Selecting Vendors

The Village is subject to the Local Government Professional Services Selection Act (50 ILCS 510) which requires that a specific Request for Qualifications (RFQ) process be followed when hiring an architect, engineer or land surveyor, unless the Village has an existing satisfactory relationship with a particular service provider or providers, in which case the RFQ process is not necessary. This Act should be referred to for current State requirements regarding the solicitation of such services, and current situations upon which certain provisions of the Act can be waived, prior to soliciting for such services. In circumstances in which an RFQ process is not required, the Village will permit firms engaged in these professions to annually file a statement of qualifications and performance data with the Village.

Contracts for professional services (see Section VI for further discussion on professional services) may result from the development and issuance of a Request for Proposal (RFP) by the respective department to consultants or vendors to provide professional services, unless the Village has an existing satisfactory relationship with a particular service provider or providers, in which case the RFP process is not necessary. The Village Administrator shall be notified prior to the issuance of an RFP or the engagement of professional services.

An RFP may be advertised publicly and sent to a group of known vendors based on prior experience in providing the service or other documented reasons, except when a RFQ process has been conducted which has determined the pool of vendors to be used.

Based on the complexity of the services sought, interviews and vendor presentations may be appropriate in addition to an evaluation of the proposals received. Factors other than price may be considered when conducting an RFP process. Once proposals are received from interested firms and interviews and/or presentations have been completed, the Village Administrator or designee is authorized to negotiate a contract with the firm deemed most qualified to provide the services based on:

- Fair and reasonable compensation
- Ability of professional personnel to provide services
- Past record and experience with the Village and as well as references
- Ability of firm to meet deadlines and budget

Any contract or agreement where the total amount is estimated to be greater than \$25,000 will require Village Board approval.

#### Professional Services

Professional services are provided by firms or vendors where normal procurement practices or competitive bidding may not be utilized as by their nature they are often selected on non-monetary factors such as a firm/vendor's high degree of professional skill where education, experience, or character of the individual is a significant factor. These services may include legal, auditing, payroll, engineering, architectural, appraising, inspection, plan review, zoning consultation, landscape design, bond issuance as well as the maintenance of Village facilities, equipment, infrastructure, software programs and other similar services.

During the course of a year, the Village may make payments related to a professional service vendor that are individually under the Village Administrator's spending authority, but the annual total amount may exceed the spending authority. Each of these individual transactions under the spending authority of the Village Administrator would follow normal procurement requirements outlined in this purchasing policy.

From time to time, the Village enters into contracts for various services. Certain professional service proposals, agreements or contracts with new vendors are generally accomplished through solicitation of request for proposals, bids or quotes following the normal procurement procedures based on the estimated total value of the contract, unless the Village has an existing satisfactory relationship with a particular service provider or providers, contractually present or not. The Village will entertain contracts for multiple years if it is determined that the best interests of the Village would be served by entering into a multi-year agreement. All proposals or contracts for professional services for a defined scope of service in which the total value exceeds the spending authority of the Village Administrator will require approval of the Village Board, including any additional services with current service providers requested by the Village. The Village Administrator may annually renew or extend ongoing services and fees from contracts that have been previously approved by the Village Board.

Each year, the Village Board shall be provided a listing of ongoing professional service providers the Village is utilizing where the total annual amount is expected to exceed \$25,000. The Village will periodically review fees and pricing to ensure competitiveness of vendors used on a continual basis.

All contracts, to be valid, must be signed by an authorized representative of the company to supply the services and an authorized representative of the Village. The authorized representative for the Village shall be the Village Administrator unless otherwise designated by the Administrator.

#### Franchise Contracts

Franchise contracts are contracts awarded by the Village to an entity for the provision of services in situations where the Village does not expend funds, i.e. refuse and recycling contracts. It is the Village's policy in most cases to seek competitive proposals for these contracts in keeping with the Village's objectives of fairness and transparency in the award of business.

#### Village Purchasing Cards

The Village maintains a purchasing card program to allow authorized individuals to efficiently procure certain goods and services that may not be easily obtainable through the normal cycle of purchasing, receipt of goods or services and payment through accounts payable, or for expenses incurred through employee training, conferences or other professional development activities.

In general, purchasing cards may be issued to the following positions: Mayor, Village Administrator, Department Heads and other employees responsible for the direct supervision of other employees, or who are responsible for the frequent purchase of items for which a purchasing card would improve efficiency. All requests for a card from a position stated above or other positions must be approved by the Finance Director and Village Administrator. Before a card is issued to an employee the employee must sign a Use Acknowledgement Form provided from the Finance Department. Personal purchases with the card not related to Village business are expressly prohibited. Purchasing card limits and other controls will be maintained by the Finance Director but in any case the maximum monthly limit on a purchasing card will not exceed \$10,000. Credit limits for the positions of Mayor, Village Administrator, and Department Head shall be \$10,000, and all other employees responsible for direct supervision of other employees and that are responsible for frequent purchases shall be \$5,000.

Each employee who uses a Purchasing card must reconcile their purchases on their card on a monthly basis using forms and procedures provided by the Finance Department. Employees with a card are responsible for attaching and saving all receipts. Reconciliations on a monthly basis should include descriptive information on the purchase. Reconciliations must be approved by the employee's Supervisor on a monthly basis and then forwarded to accounts payable for inclusion on the next bill listing.

#### Open Credit Accounts

The Village maintains a number of credit accounts at various stores where authorized individuals may make a purchase, with the Village being billed at a later date. Department Heads may authorize employees to purchase at these locations provided due diligence is taken to ensure competitive pricing as required in the Policy, and that appropriate authorizations are obtained prior to the purchase.

#### Disposal of Surplus Property

The Village is required to comply with State statute 65 ILCS 5/11-76-4 which prescribes procedures to follow for the disposal of surplus property. The Village Administrator is responsible for ensuring that all requirements of this policy are met.

Any Department Head identifying surplus property should notify the Village Administrator or his/her designee that such property is no longer in the best interest of the Village to retain custody of.

- 1. The respective Department Head should provide:
  - a. Description of the item such as make, model, serial number, etc.
  - b. Date originally acquired and original acquisition cost, if any.
  - c. Proposed method of disposal i.e. auction, direct sell, trade-in, etc.
- 2. If the proposed method of disposition is a trade-in, the Village will have to notify all bidders that the item of a new or replacement item will be traded-in as part of the purchase price.

- 3. The Village Administrator or designee will then prepare an ordinance and related Exhibit for Village Board consideration which will declare the items as surplus property.
- 4. Upon approval by the Village Board the Village Administrator will direct staff to proceed with the disposition of the property.
- 5. Upon sale or disposition of the property the respective Department Head will notify the Finance Director that such sale or disposition has taken place and the amount of the sale price, if any.

If in the opinion of the Department Head a particular item has a potential resale value of less than five hundred dollars (\$500), the Village Administrator is authorized or may delegate staff to sell that item in the manner most expeditious and cost-effective, with or without advertising the sale, taking into account the cost of advertising and staff time and effort, without separate Village Board approval.

The Village Administrator may also authorize certain items to be disposed of, or recycled if the potential value of such item is minimal or negligible. The Village Administrator is also authorized to give away items to charities, not-for-profits or other governmental entities if it makes practical sense to do so. However, in no event shall any items be given away to any elected official, employee, appointed official or immediate family of those individuals. After any item has been sold, disposed, or donated the responsible Department Head will send details of the transaction, or action taken to dispose of the items, to the Finance Director.

#### Sales Tax Exemption

The Village maintains a sales tax exemption in the State of Illinois. When making purchases for the Village, all reasonable attempts should be made to make purchases exempt from sales tax, which may require presenting the Village's sales tax exemption certificate and completing other forms or documentation. Employees should determine in advance if the Village has already established an exempt account with a business in order to avoid paying sales taxes whenever possible.

Use of the Village's sales tax exemption number is restricted to purchases made on behalf of the Village. State law prohibits use of the Village's sales tax exemption number to secure exemptions for personal reasons and such use will subject the responsible individual to a substantial fine and/or imprisonment.

#### Inspection and Testing

The inspection and testing of delivered goods or materials should occur at the time of delivery and prior to processing of payment. Department Heads are responsible for ensuring that the quantity and quality of the delivered goods are as ordered and that all purchases made within their department are received and utilized solely for Village business. Authorization to pay a vendor for goods or services rendered shall generally not be done by a Department Head until all goods and services have been accepted and received. Department Heads are responsible for maintaining an inventory of items held for use or resale and appropriate records. Inventory records may be reviewed as part of the annual audit process.

#### Preference for Environmentally Friendly Goods and Services

Village staff is encouraged to investigate the purchase of "green" products including but not limited to energy star rated equipment, if determined to be a reasonably economical alternative.

#### Prevailing Wage Laws

All bidding packages, requests for bids, requests for proposals and other processes for the approval of services in conjunction with public works to be performed by or on behalf of the Village as defined in the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) (hereinafter for purposes of this Section, the "Act") shall stipulate that the persons or entities awarded the work shall perform the work in compliance with the Act, including the payment of prevailing wages, the submission to the Village of certified payrolls and all other requirements of the Act.

#### **Donations**

On occasion, voluntary cash donations may be made to the Village for general or specific purposes. Donations may be accepted from local North Aurora non-for-profit entities (schools, PTA's, scouts, community clubs, etc.) or individuals. Donations do not constitute a business relationship since no reciprocal consideration is sought or given. Donations cannot confer a personal benefit to any Village employee or Village Official.

The Village may elect to accept or decline any donation. If the donation is not accepted, the donor will be advised of the reason. The Village will not accept a donation from any group, organization, company, or person with a pending application or matter before any of the Village's Boards or Commissions. The Village may not accept donations from individuals or organizations involved in litigation with the Village. Donations that violate Village Code or policies, or State or Federal laws, will not be accepted by the Village.

The donor may designate a specific purpose or program for their donation. When a purpose or program is specified, the Village will track the donation in an appropriate donations account within its financial software and limit the use to the purpose or program designated. The use of donated funds shall follow the normal purchasing procedures outlined in this purchasing policy. Donations where the purpose or program is not specified are deemed to be undesignated and become contributions to the General Fund revenues of the Village.