



Meeting Held Electronically

NORTH AURORA VILLAGE BOARD MEETING MONDAY, AUGUST 15, 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/87046973380>

Meeting ID: 870 4697 3380

Dial In: +1 312 626 6799

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

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

ROLL CALL

PROCLAMATION

It's Our River Day

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 08/01/2022; Committee of the Whole Minutes dated 08/01/2022
2. Bills List Dated 08/15/2022 in the Amount of **\$357,398.77**
3. Travel and Business Expenses in the Amount of **\$600.00**

NEW BUSINESS

1. Approval of Resolution to Adopt a Village of North Aurora Logo Use Policy
2. Approval of Resolution To Allow Boy Scout Troop #104 Permission To Utilize Village of North Aurora Logo

3. Approval of Ordinance Approving the 2nd Budget Amendment for Fiscal Year 2021-22
4. Approval to Award Contract for 2022 Tree Replacement Program to Acres Group in the Amount of **\$34,916.00**
5. Approval to Award Contract for Cherrytree Court Sanitary Sewer Extension to Fox Excavating Inc. in the Amount of **\$136,025.00**
6. Approval of Engineering Agreement for a Water System Flow Modeling Study with EEI, Inc. in the Amount of **\$118,976.00**
7. Approval of Engineering Services Agreement for Pedestrian Signal at Randall Road & Dogwood-Ritter Design with EEI, Inc. in the Amount of Up to **\$45,941.00**
8. Approval of an Ordinance Approving a Map Amendment and Special Use as an Industrial Planned Unit Development for 29.43 Acres of Property to be Known as the Park 88 Logistics Center in the Village of North Aurora
9. Approval of Ordinance Approving a Special Use to Allow an Adult-Use Cannabis Dispensing Organization in the B-2 General Commercial District for the Property Located at 2080 W. Orchard Road, North Aurora, Illinois

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB



PROCLAMATION

Establishing “It’s Our Fox River Day – A Watershed Wide Celebration”

WHEREAS, the Fox River was central to the lives of native Americans and early settlers of the Fox River Valley in providing resources to grow and later became a driving force in creating commercial and industrial growth;

WHEREAS, the Fox River, once a fine fishery and source of public water, became burdened with the uncontrolled discharge of industrial, commercial and municipal wastes, with the resulting pollution threatening the health and welfare of all populations of the Fox River, including human and wildlife, and;

WHEREAS, sustained and increasingly diligent and effective efforts have been made over the past century to reduce and eliminate pollution and changes to our river’s natural shorelines, and;

WHEREAS, the Fox River has been largely freed from its burden of pollution and once again has become a safe source of recreation and reliable public water supply, with its fish and wildlife population in clear recovery;

WHEREAS, the Village of North Aurora recognizes the historic, present and future value of this unique and precious natural resource to our community, and all other communities within and beyond the Fox River Valley,

NOW THEREFORE BE IT PROCLAIMED that I, Mark Gaffino, Village President, and the Board of Trustees of North Aurora do hereby declare the third Saturday of September, this year and every year thereafter, shall be recognized as “It’s Our Fox River Day,” and support events that honor and celebrate the life and well-being of the Fox River.

Dated this _____ day of _____ 2022

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, August 1, 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 Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

AUDIENCE COMMENTS – None

CONSENT AGENDA

1. Village Board Minutes dated 07/18/2022
2. Bills List Dated 08/01/2022 FY 2022 in the Amount of \$12,560.36
3. Bills List Dated 08/01/2022 FY 2023 in the Amount of \$366,887.30
4. Approval of an Ordinance Amending the North Aurora Code Section 16.12.190 Landscaping and Trees to Update Parkway Tree Recommend Species

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. **Motion approved (5-0).**

NEW BUSINESS

1. Approval of Special Event for ABD Cycling

Administrator Bosco explained that ABD Cycling would like to use Village streets for an event to take place on Saturday, September 24, 2022. The event will utilize Brenton Avenue, Patterson Avenue and Fair Meadow Street, however no road closures will be needed. They will also be utilizing sound amplification starting at 8:00 AM.

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 Guethle – yes. **Motion approved (5-0).**

2. Approval to Award Demolition of 19 South Lincolnway to K.L.F. Enterprises in the Amount of \$79,000.00

Director Toth stated that the Village had eight different demolition companies attend a pre-bid meeting on July 14, 2022 for the demolition of 19 S. Lincolnway, resulting in a total of five companies bidding on the project. The highest bid came in at \$152,000 while K.L.F. Enterprises came in at \$79,000. Staff recommended moving forward with K.L.F Enterprises.

Trustee Carroll asked why staff thought that there was such a large difference in bid amounts. Director Toth explained that a requirement of the project is to have it completed in 60 days. He said that some contractors may bid higher in order for the project to take precedence ahead of other projects that may not have a deadline.

Motion for approval made by Trustee Guethle and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (5-0).**

VILLAGE PRESIDENT – None

TRUSTEES COMMENTS – None

ADMINISTRATOR’S REPORT – Administrator Bosco reminded everyone that North Aurora Days was taking place on Friday August 5th and Saturday August 6th with events throughout the community.

ATTORNEY’S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – Chief Joe DeLeo stated that Tuesday August 2nd was National Night Out with ten neighborhood parties scheduled throughout the community. Chief DeLeo also stated that Officer Cook was anticipated to graduate from the academy in Champaign on August 10, 2022.
4. **Public Works** – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES

Monday, August 1, 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 Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

DISCUSSION

1. Petition #22-04; Pharmacann Special Use

COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TOTH PRESENTATION-

Director Toth stated that item number one on the agenda for the evening was Petition #22-04; Pharmacann Special Use to relocate their medical and recreational use cannabis dispensary to 2080 West Orchard Road. Toth explained that medical cannabis dispensaries are classified as a permitted use in the B-2 General Business District, however adult use cannabis dispensaries (recreational cannabis sales) are classified as a special use in the B-2 District. The new proposed location 2080 West Orchard Road is located in the Orchard Commons B-2 General Business District Planned Unit Development. The building has already been approved although not yet constructed, the site use was the focus of the discussion. The comprehensive plan calls for regional commercial for that site.

Director Toth spoke about the Special Use process. He stated that anyone can file for a special use application. In any zone there are permitted uses, special uses and prohibited uses. Special Uses need to be processed accordingly. The Pharmacann Special Use application was submitted on June 6, 2022 then a Public Hearing was held and went before the Plan Commission on July 5, 2022. Toth stated that there were many that spoke during the Public Hearing and those comments are reflected in the Plan Commission Meeting Minutes dated July 5, 2022. Toth explained that a petition is then brought before the Village Board at a Committee Of the Whole meeting for discussion and then at a later date the petition goes before the Village Board for a vote.

Director Toth explained that the Village has rules in place for cannabis dispensaries. The dispensary must adhere to State of Illinois guidelines and the Village will only allow two dispensaries within the Village.

The dispensary must have a 1,000 foot buffer between the establishment and any schools, parks, recreational centers, daycares, public libraries and gaming arcades. No consumption of cannabis is allowed on site. If there are two dispensaries within North Aurora, they are required to be 1,500 feet apart.

Director Toth displayed a map depicting the areas that the dispensary would and would not be allowed in accordance to the Village's guidelines.

Director Toth stated that at the Public Hearing there were multiple residents from the Tanner Trails subdivision that spoke in regard to the proximity of the subdivision to the proposed dispensary site. Toth pointed out on the map that the closest home in the Tanner Trails subdivision was an approximate 1,400 feet to the site and the apartment complex, The Springs, was approximately 660 feet in distance.

Director Toth stated that within the Village there is a predetermined set of standards that serve as a guideline to follow in determining whether a Special Use is permissible. At the Plan Commission meeting on July 5, 2022, seven of the nine commissioners were in attendance. The Plan Commission voted and did not recommend approval of the Special Use. The commissioners that voted not to approve, cited three standards that they felt the proposed Special Use did not fulfill:

The proposed special use is deemed necessary for the public convenience at that location.

The proposed special use will not significantly diminish the safety, sue, enjoyment, and value of other property in the neighborhood in which it is located.

The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

Director Toth mentioned that a concern brought up at the Public Hearing on July 5th was whether or not there was crime in association with the existing Verilife facility. Toth introduced North Aurora Police Chief Joe DeLeo to speak about the crime aspect.

Chief DeLeo stated that between the first call to Verilife on September 13, 2019 and present day, there had been 48 calls for service, of the 48 there were 11 reports generated and one arrest. DeLeo explained that further broken down, there were 14 calls for the Verilife alarm being activated, five calls were for vehicle lock outs, and seven were for parking/traffic control complaints.

Trustee Guethle asked Chief DeLeo for clarification and asked how he would categorize the service calls to Verilife. Chief DeLeo stated that the one arrest that was made was the result of an individual whom did not want to leave the premises, argued with an employee and took the employee's iPad and fled. The individual was arrested down the road at Speedway.

Trustee Guethle asked if any arrests had been made due to illegal consumption of drugs or in any way related to Verilife's products, DeLeo stated that there had not.

PHARMACANN PRESENTATION-

Katriina McGuire from Thompson Coburn, representing Pharmacann introduced the additional presenters on hand to present on behalf of Pharmacann.

Jeremy Unruh spoke about the history of Pharmacann within the Village of North Aurora as well as the state of Illinois. Unruh stated that the Verilife facility is one of only 55 medical marijuana dispensaries in Illinois and the only one in Kane County. He also explained that Pharmacann is the largest privately owned cannabis company in the United States. Unruh said that since 2015, the North Aurora Verilife dispensary has done more than a half of a million transactions and has generated 63 million dollars in sales, resulting in 1.5 million dollars in sales tax to North Aurora, 1.7 million dollars to Kane County, and eight million in general sales tax revenue.

Currently the North Aurora Verilife location has 25 full time employees, they envision adding five more employees in the proposed location. These are full time positions with benefits.

Mr. Unruh spoke about the dispensary's clientele, stating that in regard to the adult use consumers, 63% are over the age of 35, slightly more men than women. Approximately half of the clientele have an income over \$50,000 annually and a quarter of those people have an annual income over \$100,000. In regard to medical patients, nearly all are over the age of 30, with an occasional pediatric patient. Approximately 60% are over the age of 50, with about a 50/50 break down of men to women.

Mr. Unruh then spoke about the company's marketing and that it is targeted toward adults.

Unruh then spoke about the current facility and its inability to suit the evolving needs of Verilife and their clientele.

Unruh stated that the company had researched seventeen additional sites over the span of multiple years and due to restrictions they were left with this site location.

Monte Spiers, Senior Transaction Manager with Pharmacann spoke about their real estate relocation process within North Aurora. He explained that they began with 17 sites within the allowable zoning district of the Village, and the options narrowed to a couple of sites that would work for Pharmacann's use. He stated that the proposed location at 2080 West Orchard Road would allow for a 1,550 square foot retail space and 12 point of sale stations to better serve customers. There will also be 24 dedicated parking spaces. He emphasized that the Verilife dispensary is a retail establishment and customer accessibility is important.

Luay Aboona with KLOA spoke about the traffic study. He stated that the location provides good access and can easily accommodate traffic from the proposed site. Aboona said that the traffic expected to be generated by the facility would be an increase of 2 to 2.5% and the 24 parking spaces would be more than adequate. He then spoke about how those estimates were reached.

Brandon Nemec, Government and Regulatory Affairs Associate Director with Pharmacann spoke about the comprehensive security protocols and plans the dispensary currently has and will continue at the proposed location. Nemec stated that protocols implemented originate from state law and regulations. He explained that the dispensary has four components, the first is the security personnel, internal staff that monitor the facility and perimeter. They also contract with a third party security agency on site. The second component is the comprehensive surveillance system. The third component is the building itself and the access controls that are inherent therein. This includes ID verifications, staff credential agent ID badge with a scan capability, product storage in regulated vaults and shatterproof windows. The last component is the alarm monitoring system.

Mr. Nemec spoke about and described the secured product deliveries.

Amy Germain, the District Manager for Verilife, spoke about the sourcing of products and the staff of the Verilife North Aurora dispensary. Ms. Germain also spoke about the general information regarding the facility, the facility's hours, the fact that most purchases are made by preordering online and how the new proposed site and larger retail area could help facilitate a more expedient client experience.

Katriina McGuire addressed the Village Board once again, speaking about the three specific special use standards that were in question. She stated that medical cannabis dispensing was a permitted use, the item for discussion was the adult use aspect of the Verilife dispensary. Ms. McGuire stated that according to the Illinois Supreme Court, the two questions that the Board should be asking themselves in the decision making process are whether or not this proposal will have a significant adverse impact above and beyond the impact of an ordinary cannabis dispensary in this specific location as well as whether the applicant has designed the operation of the proposed dispensary in such a way to address any adverse impacts.

Ms. McGuire spoke about the first of the three standards that the Plan Commission had questioned in regard to the proposed special use, "the proposed special use is deemed necessary for the public convenience at that location", she stated that the courts have interpreted that to not mean "absolutely necessary", rather whether or not it is something that would be expedient or reasonably convenient to the public welfare.

McGuire then spoke about the standard "the proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located." She stated that what should be taken into consideration here are things such as noise, hours of operation, traffic, security and safety. She stated that the operator in question is experienced and will stay consistent with state law as they have been operating within the Village of North Aurora for seven years.

The final standard that Ms. McGuire spoke about was "the proposed special use minimized potentially dangerous traffic movements, and provides adequate and safe access to the site". She referred back to Luay Aboona's traffic study that reflected that there would be no adverse impact on traffic.

Jeremy Unruh wrapped up the Pharmacann presentation by visually taking the Board through the current Verilife facility via photographs. He showed comparisons of the facility when they began sales of medical cannabis to the current state of the dispensary.

AUDIENCE COMMENTS – Mayor Gaffino opened the floor to public comment.

Albert Druzgala, 2888 McDuffee Circle, North Aurora stated that he has been a patron of the Verilife facility for seven years. He explained that the current facility at 161 S. Lincolnway was difficult to access for medical patients with mobility issues. He also expressed that more space for patients to sit and wait for their turn would be beneficial as well as more point of sale space to make the process more expedient. He stated that he lives in the neighboring subdivision and doesn't have a concern about decreasing home values, and the tax revenue of the dispensary's sales is a benefit.

William Passalacqua, 3S875 Deer Oak Road, North Aurora expressed his concern of the close proximity of the proposed site to his home. His concerns focused on the recreational sale of marijuana at the proposed location.

Parker Grabowski, 2S401 Creekside Court, Elburn spoke about his experience coming before the Village Board to open his businesses, Hardware and The Turf Room. He stated that he believed that Pharmacann

has been a good partner to the Village and that the Verilife facility will be a good neighbor. Grabowski stated that he owns a lot of land surrounding the proposed location and is in favor of having the Verilife facility there. He said that Verilife already has a positive history with the Village and feels that the Village should continue to support them in their request to move.

Tim Worth, 800 Bennett Drive, North Aurora stated that he lives in close proximity to the proposed Verilife location. Bennett referred to the Pharmacann presentation and expressed concern that he did not see any positive benefits for the community. He stated that although Pharmacann intends on adding five new jobs, he had concerns regarding recreational marijuana use and the effects it potentially has on young people and possible addiction. He thought that the current Verilife location was appropriate because it was located across the street from the Village of North Aurora Police Station. He stated that the thought moving the Verilife facility to the new proposed location would be putting the community and children at risk.

Harold Thielman, 3S976 Deer Oaks Road, North Aurora stated that he lives in close proximity to the proposed Verilife location and doesn't want it in his backyard. He agreed with Mr. Worth that the appropriate location for Verilife would be their current location. Thielman was concerned about the exposure to children in the area as well as the traffic the proposed facility would bring to the area. Mr. Thielman suggested that Pharmacann explore an alternative option for the facility further south on Orchard Road.

Chris Ileakis of Vequity, the developer of the project located at 2080 West Orchard Road, stated that the PUD was modified two years ago to expand the initial two parcels into four, currently two buildings were under construction and the site work was done for the remainder of the project. He expressed support for the Verilife facility and stated that without a lease in place, it would be difficult to complete the project.

Brianna Drexler, the General Manager of the current Verilife facility at 161 S. Lincolnway stated that she experienced more incidents in which police were called, while she worked in retail establishments more so than working for Verilife. She also expressed that in her discussions with Verilife clientele, she has found that many of them are medicating for some ailment. Drexler felt that perhaps an estimated 20% of clients were purchasing with recreational intentions.

Paige French, 694 Carlisle Court, Sugar Grove stated that she suffers from PTSD and that the access to medical cannabis has helped to keep her on track and with PTSD symptoms.

Joe Lenza, 523 Houston, Batavia stated that he works at the current Verilife facility. He believes that the new proposed location would allow employees to serve their clientele better.

Mayor Gaffino closed public comments.

TRUSTEE COMMENTS -

Trustee Lowery explained that he was a retired psychologist and has worked with substance abuse groups, he stated that he has never treated someone with substance abuse issues related to marijuana, and that there are many more problematic substances. Lowery stated that he arrived at the meeting with an open mind and willing to listen to all perspectives. He concluded that based on the audience comments, most residents' opposition to the proposed dispensary location were based on speculative fear and concerns about what marijuana may do to their children. He also stated that he was not concerned about traffic issues. Lowery said that his concern lied with the standard "the proposed special use is deemed necessary for the public convenience at that location", however is no longer concerned after hearing the argument that it doesn't have to be absolutely necessary for the public but it will be a tremendous convenience for

so many. He empathized with the residents that were concerned about their children and the potential exposure that having the dispensary located near their homes may cause, but cited the dispensary's stringent regulation and security as safeguards against such exposure. Lowery expressed that as of that time, he was in favor of the new location.

Trustee Guethle stated that the half of a million dollars a year that the dispensary has raised in tax revenue for the Village was beneficial and supports infrastructure projects that benefit residents, this revenue could not easily be made up by replacing with other businesses.

Attorney Drendel added that in regard to the standards for special use, there is no one controlling standard, it is more of a balance between them all.

Trustee Niedzwiedz asked if there was a required buffer between residents and a dispensary. Director Toth stated that there was not. Niedzwiedz then asked the Pharmacann representatives about the seventeen additional sites they had looked at relocating to and why they had not chosen one of those. Mr. Unruh explained that often times within a retail development, an anchor store will have within their agreements a restrictive covenant that does not allow for cannabis businesses or no unlawful businesses. Unruh went on to explain further challenges in finding suitable locations, that fall within zoning restrictions, whose covenants allow for a dispensary. Monte Spiers gave the specific example of the North Aurora Towne Center who has stores that within their leases, would not allow for the dispensary to be located within the Towne Center. Spiers stated that was a common issue in finding a location. He said the only other viable location within North Aurora was at 255 Genesis Way, however the location did not provide a suitable accessibility for the dispensary's needs.

Trustee Salazar stated that she had taken a tour of the facility, and was impressed with the level of security that was in place. Salazar compared the dispensary to a liquor store and suggested that there were more security practices in place at the dispensary than at a liquor store, stating that someone under the age of 21 can walk in to a liquor store, while someone under 21 could not make it past the front door ID check of the dispensary. She said that she believes that the dispensary serves a need in the community for people using for pain management. She stated that she thinks that Pharmacann has been a good partner to the Village thus far and was in favor of granting the special use.

Trustee Carroll stated that he was opposed to granting the special use. Carroll said that when he became a Trustee he agreed to uphold the Constitution of the United States and marijuana is an illegal drug and permitting the special use would be aiding and abetting the sales of an illegal substance. Carroll spoke about the income generated for Verilife by the sales of an illegal drug, he stated that allowing the special use to Pharmacann would be a violation of the Constitution of the United States of America and the Supremacy Clause.

Trustee Lowery, in response to Trustee Carroll stated that in the state of Illinois, cannabis is a legal drug and it was not made illegal in the Constitution. Lowery then spoke about the history of the legality of marijuana and the use and abuse of alcohol.

Trustee Carroll clarified his statement and said that in order to adhere to the Constitution, it needed to be recognized that federal law supersedes state law.

Trustee Guethle explained that the original idea behind allowing cannabis sales in North Aurora was to maintain some kind of control over the sales, and if Pharmacann decided to move to another municipality, North Aurora would lose that control. Guethle stated that he would prefer to see Pharmacann stay in North Aurora where the Village can maintain some control and take advantage of the tax revenue to benefit the Village and infrastructure projects.

Mayor Gaffino stated that he has been a resident of North Aurora for 60 years and currently live in the Tanner Trails subdivision. He explained that he does not think that the dispensary would be a hindrance at the proposed location. Gaffino referred to a safety concern mentioned at the Plan Commission meeting about children riding their bikes in the area around the proposed dispensary, he said that he had more concern about neighborhood children encountering an alcohol intoxicated driver in the area. Gaffino also stated that he did not believe traffic would be an issue, that the area was designed for traffic, including double turn lanes. Mayor Gaffino said that although not all decisions are based on money, it is expensive to maintain the Village and the dispensary is a good source of tax revenue. He stated that he would be comfortable with the dispensary in the proposed location.

Trustee Lowery, referring to Trustee Guethle's previous comment about the ability to have some control over the sale of marijuana in the Village, stated that it was those same restricting factors that the Village has implemented that have led to the current proposed site selection. Lowery empathized with those that have expressed concern about the dispensary but stated that he believed that those concerns will not be realized.

Trustee Salazar stated that while this proposed special use does not meet all of the standards, it meets most of them and does keep with the commercial corridor. She also felt as though Pharmacann had addressed that concerns presented.

Trustee Carroll reiterated that marijuana was an illegal substance under federal law and anything else was irrelevant.

Mayor Gaffino allowed a question from a resident. Harold Thielman asked Chief DeLeo is there had been any marijuana related arrests. Chief DeLeo responded no.

2. Pedestrian Signal at Randall Road & Dogwood-Ritter

Administrator Bosco explained that several residents have expressed a safety concern for crossing Randall Road at Dogwood/Ritter. Bosco stated that since the project was unique in that it was not in conjunction with any road project and the estimates to complete the project were a substantial amount, the project has been brought before the Board for discussion.

Public Works Director John Laskowski stated that the closest pedestrian crossing from the Randall/Dogwood-Ritter intersection is located at Oak Street and Randall Road which is approximately a half of a mile away. The scope of the project would include pedestrian pedestals, walk/don't walk signal and countdown on the traffic light, striping the intersection, removing and replacing some sidewalks for ADA accessibility, and possibly updating electric components in the light which would involve working with Kane County. Laskowski said that the total estimated cost of the project, including engineering, would be \$105,941. If the Village hired a construction engineer prior to the construction of the project, the Village could potentially save \$24,000 in construction supervision costs.

Trustee Salazar asked how often the crosswalk would be expected to be used, what was the demand. Laskowski stated that the number is unknown but could become an integral component in the pedestrian network in the Village.

Trustee Lowery stated that he had witnessed children at that intersection dashing across the street and he suggested that the safety of pedestrians outweighed the cost of the project.

Trustee Guethle said that he witnesses many people attempting to cross at that intersection.

Mayor Gaffino stated that the intersection is dangerous for pedestrians.

Administrator Bosco explained that Randall Road is wide and takes longer for pedestrians to cross, while traffic moves quickly on Randall.

Trustee Carroll stated he was in favor for the crosswalk and agreed with Trustee Lowery that safety outweighs the cost.

Administrator Bosco stated that it might be worthwhile to have staff identify additional similar situations with the Village.

Mayor Gaffino stated that it is important to keep the safety of pedestrians and accessibility in mind.

Trustee Niedzwiedz was in favor of the crosswalk.

Administrator Bosco stated that the hiring of a construction engineer would bring down the cost and he is hopeful that one will be hired soon.

3. Village Logo Use Policy

Administrator Bosco stated that the North Aurora Boy Scout troop was interested in using the Village's logo on apparel. He said that no one had ever requested to use the Village's logo prior to this, therefore staff contacted Village Attorney Kevin Drendel who suggested a policy needed to be established.

Bosco explained that the policy would set parameters for the use of the Village's logo and the Village Board would approve the use on an individual basis.

Bosco stated that the policy was written as extending the opportunity to use the logo to "not-for-profits" but should perhaps be changed to the less limiting "community groups".

Dave Weakman, 415 Bennett Drive, North Aurora was on hand to represent the Boy Scout troop requesting permission to use the Village logo. He explained that the logo would be used in apparel as well as a decal on the troop's trailer. It would not be used to fundraise.

There was further discussion on what a not-for-profit was. Attorney Drendel clarified and stated that a non-profit is a business that is incorporated under the Illinois Non-Profit Corporation Act, they are not a business corporation, they are a non-profit. He explained that the non-profit status does not mean that the group does not generate income that they pay taxes on, it means that there are no profit that inure to the benefit of private individuals.

Trustee Salazar asked for clarification on whether or not the ability to grant permission to use the logo would lie with the Village Board. Administrator Bosco stated that yes, with the policy guidelines, by resolution. The logo must be presented to the Board in the way it would be utilized, along with a description of the intent. The logo could not be used for political purposes, or as an endorsement of the Village. The privilege to use the logo can also be revoked.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins

Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 08/11/2022 - 12:09PM
Batch: 00505.08.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aflac						
030540						
AFLAC- July 2022	80.48	01-000-2053	AFLAC	309973	7/26/2022	08/15/2022
Total:	80.48	*Vendor Total				
AIM						
046510						
Flex125- July 2022	147.00	01-430-4267	Finance Services	00036202	8/1/2022	08/15/2022
Total:	147.00	*Vendor Total				
Alarm Detection Systems of IL						
000060						
Alarm Monitoring- TPs	798.00	60-445-4652	Phones and Connectivity	183240-1024	7/10/2022	08/15/2022
Total:	798.00	*Vendor Total				
Altorfer Industries, Inc.						
467830						
Generator Inspeccion- PD	811.00	01-445-4520	Public Buildings Rpr & Mtce	PM6A000907	5/31/2022	08/15/2022
Total:	811.00	*Vendor Total				
American Water Works Assn.						
007050						
Membership Dues- Young	238.00	60-445-4390	Dues & Meetings	7002033758	6/28/2022	08/15/2022
Total:	238.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- TPs/ August 2022	91.95	60-445-4567	Treatment Plant Repair/Maint	25872559	8/7/2022	08/15/2022
Barrier Treatment- TPs/ August 2022	162.25	60-445-4567	Treatment Plant Repair/Maint	25872561	8/7/2022	08/15/2022
Pest Control- Well #5/ August 2022	43.30	60-445-4565	Water Well Rpr & Mtce	25873859	8/7/2022	08/15/2022
Total:	297.50	*Vendor Total				
Aurora Area Convention						
003770						
NA Lodging Tax/ June 2022	2,919.90	15-430-4752	90% Tourism Council	08022022	8/2/2022	08/15/2022
Total:	2,919.90	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
BDK Door Company						
030150						
New Garage Door Opener Install- ETP	2,859.12	60-445-4567	Treatment Plant Repair/Maint	805061932	7/15/2022	08/15/2022
Total:	2,859.12	*Vendor Total				
Brown & Brown Of Illinois, Inc.						
000520						
Notary- Jensen	30.00	01-440-4799	Misc.	9437562	7/28/2022	08/15/2022
Total:	30.00	*Vendor Total				
C. O. P. S. Testing Service						
010080						
Pre-Employment Testing- Ramirez	450.00	01-439-4380	Recruit Testing	107407	8/2/2022	08/15/2022
Total:	450.00	*Vendor Total				
Camic Johnson, LTD.						
03989						
Adjudication Hearings	350.00	01-440-4260	Legal	139	7/28/2022	08/15/2022
Total:	350.00	*Vendor Total				
Carus Corporation						
033300						
WTP HMO Chems	697.84	60-445-4437	Chlorine	SLS 1010208	7/26/2022	08/15/2022
ETP HMO Chems	1,566.12	60-445-4437	Chlorine	SLS 1010209	7/26/2022	08/15/2022
Total:	2,263.96	*Vendor Total				
Commonwealth Edison						
000330						
East Tower Electric	43.78	60-445-4662	Utility	1313136025	7/11/2022	08/15/2022
Total:	43.78	*Vendor Total				
DACRA Adjudication Systems						
467842						
Adjudication- July 2022	1,850.00	01-440-4510	Equipment/IT Maint	DT-2022-07-17	7/31/2022	08/15/2022
Total:	1,850.00	*Vendor Total				
Donald E Morris Architect, PC						
468287						
Plan Review- June 2022	1,760.00	01-441-4276	Inspection Services	06302022	6/30/2022	08/15/2022
Plan Review- July 2022	1,210.95	01-441-4276	Inspection Services	07312022	7/31/2022	08/15/2022
Total:	2,970.95	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Svcs- Gen, Fin, Admin/ June 2022	3,490.32	01-430-4260	Legal	2001	6/30/2022	08/15/2022
Legal Svcs- PD/ June 2022	884.92	01-440-4260	Legal	2006	6/30/2022	08/15/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Legal Srvc- Liquor/ June 2022	87.50	01-430-4260	Legal	2021	6/30/2022	08/15/2022
Legal Srvc- Aurora Pack/ June 2022	2,069.91	90-000-E248	Aurora Packing Company	2026-01	6/30/2022	08/15/2022
Legal Srvc- VG/ June 2022	123.33	90-000-E250	Opus - Valley Green Project	2026-02	6/30/2022	08/15/2022
Legal Srvc- Park 88/ June 2022	262.50	90-000-E273	Phelan Development - Park 88	2026-03	6/30/2022	08/15/2022
Legal Srvc- CommDev/ June 2022	576.58	01-441-4260	Legal	2026-04	6/30/2022	08/15/2022
Legal Srvc- Water/ June 2022	671.67	90-000-E248	Aurora Packing Company	2173	6/30/2022	08/15/2022
Legal Srvc- Zepelak/ June 2022	175.00	90-000-E270	Seasons at North Aurora	2174	6/30/2022	08/15/2022
Total:	8,341.73	*Vendor Total				
Dynergy Energy Services						
048750						
Well #9 6/17 - 7/18	4,988.51	60-445-4662	Utility	14653112207	7/22/2022	08/15/2022
Well #7 6/9 - 7/10	4,328.92	60-445-4662	Utility	14653112207	7/22/2022	08/15/2022
Well #4/ WTP 6/8 - 7/7	4,991.65	60-445-4662	Utility	14653112207	7/22/2022	08/15/2022
Well #5/ ETP 6/9 - 7/10	5,682.12	60-445-4662	Utility	14653112207	7/22/2022	08/15/2022
Well #8 6/7 - 7/6	4,632.74	60-445-4662	Utility	14653112207	7/22/2022	08/15/2022
Well #6 6/6 - 7/5	3,118.63	60-445-4662	Utility	14653112207	7/22/2022	08/15/2022
Total:	27,742.57	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Ochard Gateway- Phase 1	9,037.25	21-450-4255	Engineering	74697	7/27/2022	08/15/2022
2022 Road Program- Phase 3	43,539.50	21-450-4255	Engineering	74698	7/27/2022	08/15/2022
Total:	52,576.75	*Vendor Total				
Foxarneson Inc						
468329						
Building Permit Overpayment Refund	425.44	01-310-3130	Building Permits	07292022	7/29/2022	08/15/2022
Total:	425.44	*Vendor Total				
Frank Marshall Electric						
028510						
Electric Work- WTP SCADA Cabinet	426.82	60-445-4567	Treatment Plant Repair/Maint	91279	7/26/2022	08/15/2022
Total:	426.82	*Vendor Total				
Geneva Construction Co.						
000530						
2021 Street Improvements	36,502.37	10-445-4875	Capital Improvements	60084	7/1/2022	08/15/2022
Total:	36,502.37	*Vendor Total				
Groot, Inc.						
468131						
Waste Stickers (2000)	8,420.00	01-000-2217	Waste Stickers Escrow	9135949T106	8/1/2022	08/15/2022
Total:	8,420.00	*Vendor Total				
Hach Company						
014100						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Water Analyzing Equipment	148.43	60-445-4562	Testing (water)	13169179	7/29/2022	08/15/2022
Total:	148.43	*Vendor Total				
Hey and Associates, Inc.						
040900						
Vegetation Management- Town Center	3,175.00	17-032-4533	Maintenance	17-0006-1506	7/12/2022	08/15/2022
Total:	3,175.00	*Vendor Total				
Hills Yum Yum Shop						
468331						
NA Days Sponsorship Refund	350.00	15-430-4751	North Aurora Days Expenses	07292022	7/29/2022	08/15/2022
Total:	350.00	*Vendor Total				
Homer Tree Care, Inc.						
467615						
Tree Removal (6)	6,000.00	01-445-4532	Tree Service	49594	7/30/2022	08/15/2022
Total:	6,000.00	*Vendor Total				
Illinois State Police Bureau of						
041810						
Liquor License	28.25	01-440-4799	Misc.	COST CTR 0:	6/1/2022	08/15/2022
Total:	28.25	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ July 2022	38,137.74	01-440-4130	Health Insurance	08022022-01	8/2/2022	08/15/2022
Health Insurance- Admin/ July 2022	5,899.21	01-430-4130	Health Insurance	08022022-02	8/2/2022	08/15/2022
Health Insurance- PSEBA/ July 2022	3,655.30	01-430-4132	PSEBA Health Insurance	08022022-03	8/2/2022	08/15/2022
Health Insurance- CommDev/ July 2022	2,687.90	01-441-4130	Health Insurance	08022022-04	8/2/2022	08/15/2022
Health Insurance- PW/ July 2022	13,414.21	01-445-4130	Health Insurance	08022022-05	8/2/2022	08/15/2022
Health Insurance- Water/ July 2022	8,213.29	60-445-4130	Health Insurance	08022022-06	8/2/2022	08/15/2022
Health Insurance- Retirees/ July 2022	1,957.99	01-000-2055	Payroll Deductions	08022022-07	8/2/2022	08/15/2022
Health Insurance- PD Pension/ July 2022	3,328.90	01-000-2055	Payroll Deductions	08022022-08	8/2/2022	08/15/2022
Life Insurance- PD/ July 2022	103.80	01-440-4135	Life Insurance	08022022-09	8/2/2022	08/15/2022
Life Insurance- PW/ July 2022	37.44	01-445-4135	Life Insurance	08022022-10	8/2/2022	08/15/2022
Life Insurance- Admin/ July 2022	17.28	01-430-4135	Life Insurance	08022022-11	8/2/2022	08/15/2022
Life Insurance- CommDev/ July 2022	14.40	01-441-4135	Life Insurance	08022022-12	8/2/2022	08/15/2022
Life Insurance- Water/ July 2022	17.28	60-445-4135	Life Insurance	08022022-13	8/2/2022	08/15/2022
Vision/ July 2022	712.00	01-000-2056	VSP - Employee Contributions	08022022-14	8/2/2022	08/15/2022
Voluntary Life/ July 2022	389.57	01-000-2052	Voluntary Life Insurance	08022022-15	8/2/2022	08/15/2022
Dental Insurance- Admin/ July 2022	194.97	01-430-4136	Dental Insurance	08022022-16	8/2/2022	08/15/2022
Dental Insurance- CommDev/ July 2022	69.78	01-441-4136	Dental Insurance	08022022-17	8/2/2022	08/15/2022
Dental Insurance- PD/ July 2022	943.89	01-440-4136	Dental Insurance	08022022-18	8/2/2022	08/15/2022
Dental Insurance- PW/ July 2022	376.02	01-445-4136	Dental Insurance	08022022-19	8/2/2022	08/15/2022
Dental Insurance- Water/ July 2022	170.61	60-445-4136	Dental Insurance	08022022-20	8/2/2022	08/15/2022
Dental Insurance- Employee/ July 2022	1,985.93	01-000-2054	Insurance Employee Reimburse	08022022-21	8/2/2022	08/15/2022
Health Insurance- PD/ August 2022	36,557.07	01-440-4130	Health Insurance	08042022-01	8/4/2022	08/15/2022
Health Insurance- Admin/ August 2022	5,899.21	01-430-4130	Health Insurance	08042022-02	8/4/2022	08/15/2022
Health Insurance- PSEBA/ August 2022	3,655.30	01-430-4132	PSEBA Health Insurance	08042022-03	8/4/2022	08/15/2022
Health Insurance- CommDev/ August 2022	2,687.90	01-441-4130	Health Insurance	08042022-04	8/4/2022	08/15/2022
Health Insurance- PW/ August 2022	13,414.21	01-445-4130	Health Insurance	08042022-05	8/4/2022	08/15/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Health Insurance- Water/ August 2022	8,213.29	60-445-4130	Health Insurance	08042022-06	8/4/2022	08/15/2022
Health Insurance- Retirees/ August 2022	1,957.99	01-000-2055	Payroll Deductions	08042022-07	8/4/2022	08/15/2022
Health Insurance- PD Pension/ August 2022	3,328.90	01-000-2055	Payroll Deductions	08042022-08	8/4/2022	08/15/2022
Life Insurance- PD/ August 2022	100.80	01-440-4135	Life Insurance	08042022-09	8/4/2022	08/15/2022
Life Insurance- PW/ August 2022	37.44	01-445-4135	Life Insurance	08042022-10	8/4/2022	08/15/2022
Life Insurance- Admin/ August 2022	17.28	01-430-4135	Life Insurance	08042022-11	8/4/2022	08/15/2022
Life Insurance- CommDev/ August 2022	14.40	01-441-4135	Life Insurance	08042022-12	8/4/2022	08/15/2022
Life Insurance- Water/ August 2022	17.28	60-445-4135	Life Insurance	08042022-13	8/4/2022	08/15/2022
Vision/ August 2022	694.85	01-000-2056	VSP - Employee Contributions	08042022-14	8/4/2022	08/15/2022
Voluntary Life/ August 2022	389.57	01-000-2052	Voluntary Life Insurance	08042022-15	8/4/2022	08/15/2022
Dental Insurance- Admin/ August 2022	194.97	01-430-4136	Dental Insurance	08042022-16	8/4/2022	08/15/2022
Dental Insurance- CommDev/ August 2022	69.78	01-441-4136	Dental Insurance	08042022-17	8/4/2022	08/15/2022
Dental Insurance- PD/ August 2022	909.09	01-440-4136	Dental Insurance	08042022-18	8/4/2022	08/15/2022
Dental Insurance- PW/ August 2022	376.02	01-440-4136	Dental Insurance	08042022-19	8/4/2022	08/15/2022
Dental Insurance- Water/ August 2022	170.61	60-445-4136	Dental Insurance	08042022-20	8/4/2022	08/15/2022
Dental Insurance- Employee/ August 2022	1,951.11	01-000-2054	Insurance Employee Reimburse	08042022-21	8/4/2022	08/15/2022
Total:	162,984.58	*Vendor Total				
James Navitt						
468330						
Mailbox Reimb- 604 Doral	98.78	01-445-4799	Misc. Expenditures	08032022	8/3/2022	08/15/2022
Total:	98.78	*Vendor Total				
Kane County Chiefs of						
001920						
Annual Dues- Buzieki	50.00	01-440-4390	Dues & Meetings	1424	12/1/2021	08/15/2022
Total:	50.00	*Vendor Total				
KB Collision & Customs						
046310						
Ins Repair For Squad Damage	3,634.54	14-430-4774	Insurance Claims	207	6/16/2022	08/15/2022
Total:	3,634.54	*Vendor Total				
Kendall County Clerk						
467821						
Notary - Majerus	10.00	01-440-4799	Misc.	07082022	7/8/2022	08/15/2022
Total:	10.00	*Vendor Total				
Konica Minolta						
024860						
Copier Maint PD 6/1 - 6/30	71.15	01-440-4510	Equipment/IT Maint	281044963	6/30/2022	08/15/2022
Copier Maint PD 6/1 - 6/30	71.15	01-440-4510	Equipment/IT Maint	281045342	6/30/2022	08/15/2022
Copier Maint PD 6/1 - 6/30	134.82	01-440-4510	Equipment/IT Maint	281045415	6/30/2022	08/15/2022
Copier Maint PD 6/1 - 6/30	46.57	01-440-4510	Equipment/IT Maint	281045694	6/30/2022	08/15/2022
Copier Maint PD 6/1 - 6/30	87.09	01-440-4510	Equipment/IT Maint	281050085	6/30/2022	08/15/2022
Copier Maint PD 6/1 - 6/30	34.12	01-440-4510	Equipment/IT Maint	281053119	6/30/2022	08/15/2022
Copier Maint VH 7/21 - 8/20	40.61	01-430-4411	Office Expenses	9008739340-(8/19/2022	08/15/2022
Copier Maint VH 7/21 - 8/20	40.61	01-445-4411	Office Expenses	9008739340-(8/19/2022	08/15/2022
Copier Maint VH 7/21 - 8/20	40.61	60-445-4411	Office Expenses	9008739340-(8/19/2022	08/15/2022
Copier Maint VH 7/21 - 8/20	40.61	01-441-4411	Office Expenses	9008739340-(8/19/2022	08/15/2022
AP Printer Maint 7/21 - 8/20	9.08	01-430-4411	Office Expenses	9008741932	8/20/2022	08/15/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	616.42	*Vendor Total				
LAI, LLC.						
042910						
Pump Hoses, Lube- TPs	2,049.92	60-445-4567	Treatment Plant Repair/Maint	22-19393	6/16/2022	08/15/2022
Total:	2,049.92	*Vendor Total				
Law Enforcement Training, Inc., ATTN: Dale Anderson						
034970						
Training	1,800.00	01-440-4380	Training	INV-0492	8/1/2022	08/15/2022
Total:	1,800.00	*Vendor Total				
McNeeley Permit Consulting, LLP						
468328						
Buiding Permit Overpayment Refund	277.00	01-310-3130	Building Permits	07292022	7/29/2022	08/15/2022
Total:	277.00	*Vendor Total				
Menards						
016070						
Air Filters, Misc Supplies	125.23	60-445-4565	Water Well Rpr & Mtce	88686	7/21/2022	08/15/2022
Total:	125.23	*Vendor Total				
METRONET						
467874						
Phone, Internet 7/24 - 8/23	831.82	01-430-4652	Phones and Connectivity	07242022-01	7/24/2022	08/15/2022
Phone, Internet 7/24 - 8/23	672.02	01-445-4652	Phones and Connectivity	07242022-02	7/24/2022	08/15/2022
Phone, Internet 7/24 - 8/23	738.43	60-445-4652	Phones and Connectivity	07242022-03	7/24/2022	08/15/2022
Phone, Internet 7/24 - 8/23	627.82	01-441-4652	Phones and Connectivity	07242022-04	7/24/2022	08/15/2022
Phone, Internet 7/24 - 8/23	1,779.48	01-440-4652	Phones and Connectivity	07242022-05	7/24/2022	08/15/2022
Total:	4,649.57	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Squad Parts	101.17	01-440-4511	Vehicle Repair and Maint	410529	5/10/2022	08/15/2022
Total:	101.17	*Vendor Total				
Office Depot						
039370						
Over Pay Credit- Inv 221229464001	-4.10	01-430-4411	Office Expenses	22122946400	8/10/2022	08/15/2022
Over Pay Credit- Inv 221229464001	-4.10	01-445-4411	Office Expenses	22122946400	8/10/2022	08/15/2022
Over Pay Credit- Inv 221229464001	-4.10	60-445-4411	Office Expenses	22122946400	8/10/2022	08/15/2022
Over Pay Credit- Inv 221229464001	-4.09	01-441-4411	Office Expenses	22122946400	8/10/2022	08/15/2022
Over Pay Credit- Inv 233822366001	-2.50	01-430-4411	Office Expenses	23382236600	8/10/2022	08/15/2022
Over Pay Credit- Inv 233822366001	-2.50	01-445-4411	Office Expenses	23382236600	8/10/2022	08/15/2022
Over Pay Credit- Inv 233822366001	-2.50	60-445-4411	Office Expenses	23382236600	8/10/2022	08/15/2022
Over Pay Credit- Inv 233822366001	-2.50	01-441-4411	Office Expenses	23382236600	8/10/2022	08/15/2022
Office Supplies	13.99	01-430-4411	Office Expenses	24343123900	5/24/2022	08/15/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Supplies	19.18	01-445-4411	Office Expenses	24343123900	5/24/2022	08/15/2022
Office Supplies	14.00	60-445-4411	Office Expenses	24343123900	5/24/2022	08/15/2022
Office Supplies	14.00	01-441-4411	Office Expenses	24343123900	5/24/2022	08/15/2022
File Cabinet Delivery Fee Short Pay	39.99	01-445-4870	Equipment	24652555500	5/24/2022	08/15/2022
Office Supplies	7.22	01-430-4411	Office Expenses	25617371900	7/18/2022	08/15/2022
Office Supplies	7.22	01-445-4411	Office Expenses	25617371900	7/18/2022	08/15/2022
Office Supplies	7.22	60-445-4411	Office Expenses	25617371900	7/18/2022	08/15/2022
Office Supplies	7.22	01-441-4411	Office Expenses	25617371900	7/18/2022	08/15/2022
Office Supplies	7.76	01-430-4411	Office Expenses	25619939700	7/18/2022	08/15/2022
Office Supplies	7.76	01-445-4411	Office Expenses	25619939700	7/18/2022	08/15/2022
Office Supplies	7.76	60-445-4411	Office Expenses	25619939700	7/18/2022	08/15/2022
Office Supplies	7.76	01-441-4411	Office Expenses	25619939700	7/18/2022	08/15/2022
NA Days Supplies	8.20	15-430-4751	North Aurora Days Expenses	25690233400	7/27/2022	08/15/2022
Office Supplies	27.86	01-430-4411	Office Expenses	25690233400	7/27/2022	08/15/2022
Office Supplies	27.86	01-445-4411	Office Expenses	25690233400	7/27/2022	08/15/2022
Office Supplies	27.87	60-445-4411	Office Expenses	25690233400	7/27/2022	08/15/2022
Office Supplies	27.87	01-441-4411	Office Expenses	25690233400	7/27/2022	08/15/2022
Office Supplies	59.40	01-445-4411	Office Expenses	25785370000	7/25/2022	08/15/2022
Total:	313.75	*Vendor Total				
Pace Analytical Services, LLC						
031940						
Lab Project Management Fee	290.00	60-445-4562	Testing (water)	19521554	7/29/2022	08/15/2022
Total:	290.00	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Machine 10/22/22 - 1/21/23	452.13	01-440-4505	Postage	3105612074	7/25/2022	08/15/2022
Total:	452.13	*Vendor Total				
Secretary of State						
002690						
Notary- Jensen	10.00	01-440-4799	Misc.	08082022	8/8/2022	08/15/2022
Total:	10.00	*Vendor Total				
Sign-A-Rama						
029780						
NA Days Signage (3)	1,374.51	15-430-4751	North Aurora Days Expenses	INV-18795	7/26/2022	08/15/2022
NA Days Signage (3)	220.86	15-430-4751	North Aurora Days Expenses	INV-18813	8/2/2022	08/15/2022
Total:	1,595.37	*Vendor Total				
Struck & Irwin Paving, Inc.						
050230						
Hydrant Meter Deposit Less Usage	1,138.16	60-000-2215	Hydrant Meter Deposits	08022022	8/2/2022	08/15/2022
Total:	1,138.16	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Late Final Bills- July 2022	485.44	60-445-4507	Printing	28007	7/28/2022	08/15/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	485.44	*Vendor Total				
Thom Jungels						
039460						
Inspections (42)- July 2022	2,100.00	01-441-4276	Inspection Services	07292022	7/29/2022	08/15/2022
Total:	2,100.00	*Vendor Total				
USA Blue Book						
035680						
Water Testing Chems	957.86	60-445-4562	Testing (water)	039731-01	7/11/2022	08/15/2022
Hyd Sampling Equip	410.00	60-445-4563	Fire Hydrant Repair/maint	039731-02	7/11/2022	08/15/2022
Water Testing Chems	31.80	60-445-4562	Testing (water)	045986	7/15/2022	08/15/2022
Total:	1,399.66	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone 7/13 - 8/12	36.01	01-430-4652	Phones and Connectivity	9911065557-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	110.32	01-445-4652	Phones and Connectivity	9911065557-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	46.84	01-440-4652	Phones and Connectivity	9911065557-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	69.16	01-430-4652	Phones and Connectivity	9911065558-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	245.69	01-445-4652	Phones and Connectivity	9911065558-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	96.52	60-445-4652	Phones and Connectivity	9911065558-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	79.46	01-441-4652	Phones and Connectivity	9911065558-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	249.65	01-440-4652	Phones and Connectivity	9911065558-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	81.17	01-430-4652	Phones and Connectivity	9911065559-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	183.47	01-445-4652	Phones and Connectivity	9911065559-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	149.79	60-445-4652	Phones and Connectivity	9911065559-C	7/12/2022	08/15/2022
Cell Phone 7/13 - 8/12	278.41	01-440-4652	Phones and Connectivity	9911065559-C	7/12/2022	08/15/2022
Total:	1,626.49	*Vendor Total				
Village of Montgomery						
047080						
LEADS	471.20	01-440-4652	Phones and Connectivity	LEAD000001	7/22/2022	08/15/2022
Total:	471.20	*Vendor Total				
Waste Management						
016240						
Street Sweeping 6/16 - 6/30	8,640.00	01-445-4540	Streets & Alleys Rpr & Mtce	3195371-2354	7/1/2022	08/15/2022
Total:	8,640.00	*Vendor Total				
Williams Associates Architects, Ltd.						
024930						
NA PW Facility Validation Phase	2,232.31	21-452-4501	Contractual Services	0021083	7/22/2022	08/15/2022
Total:	2,232.31	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Report Total:	357,398.77					

15-Aug-22

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West Meeting	Expense	7/28/2022	\$ 150.00
Carolyn Bird Salazar	Metro West Meeting	Expense	7/28/2022	\$ 150.00
Mark Guethle	Metro West Meeting	Expense	7/28/2022	\$ 150.00
Jessi Watkins	Metro West Meeting	Expense	7/28/2022	\$ 150.00
TOTAL				\$ 600.00



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, Carolyn Scholz, Mark Gaffino, Jessi Smith, Matthew Neethus		
Position:	Village President, Trustee, Clerk		
Date From:	Date To:	Purpose:	
7-28-22	7-28-22	Legislative & Networking	
Destination:		Method of Travel:	
Top Golf - Ball Odyssey, CT, Naperville		Personal	
Department:		Zip Code:	
Legislative		60563	
GL Account Number:		01.410.4390	

Expense Information (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)				
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates can be found on gsa.gov
Transportation To/From Event				The Village uses the total daily federal per diem rates to determine the maximum allowable meals and incidentals charged to an employee's purchasing card.
Lodging				
Transportation During Event				
Registration	600.00	600.00		
Meal & Tips / Gratuities				(Receipts are always required)
Miscellaneous				Alcohol is not an eligible expense for reimbursement
Describe Miscellaneous:				See part day limits under the excerpt M&IE section (flip side)
TOTAL EXPENSES				

Signatures	
By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.	
Estimate Expense Approval	
Employee: Mark Gaffino	Date: _____
Immediate Supv: _____	Date: _____
Executive Asst.: _____	Date: 7-10-22
Actual Expense Approval	
Employee: Mark Gaffino	Date: _____
Dept. Head: _____	Date: _____
Executive Asst.: _____	Date: 8-2-22

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

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

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

Invoice



BILL TO

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4810	08/02/2022	\$750.00	09/01/2022	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Golf Out	2022 Golf Outing Steve Bosco Mark Gaffino Carolyn Salazar Mark Guethle Jessi Watkins	5	150.00	750.00

Thank you from Metro West!!!

BALANCE DUE

\$750.00

VONA APPROVED
DATE 8-16-22 AMOUNT 150
DESCRIPTION Metro West meeting
ACCOUNT # 01.430.4390
SIGNATURE [Signature]

VONA APPROVED
DATE 8-16-22 AMOUNT 600.00
DESCRIPTION Metro West meeting
ACCOUNT # 01.410.4390
SIGNATURE [Signature]



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: August 8, 2022
Re: Village Logo Use Policy

The Village was recently approached by a North Aurora organization expressing interest in utilizing the Village's logo in their own branding.

Staff discussed with the Village Attorney and determined it would be in the best interest of the Village to create a policy regarding the use of the Village logo by any other entity.

The Village Board discussed this item at the August 1, 2022 Committee of the Whole meeting and all members expressed support for both the logo use policy and for allowing North Aurora Boy Scouts of America Troop #104 to utilize the Village logo in their own branding.

Please find attached the two resolutions to both adopt the Village Logo Use Policy and to grant Boy Scout Troop #104 permission to utilize their design involving the Village's logo for their own branding purposes.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

**RESOLUTION TO ADOPT A VILLAGE OF NORTH AURORA
LOGO USE POLICY**

WHEREAS, the Village owns all rights to the Village Logo (attached hereto and incorporated herein by reference as “Exhibit A”) that was created to aid the Village in establishing an identity for branding purposes; and;

WHEREAS, the President and Board of Trustees have determined that allowing a local, non-for-profit entities to identify themselves with the North Aurora community using the Village Logo is in the best interests of the Village of North Aurora to foster pride, involvement, and identity with the Village; and

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

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

2. The Village of North Aurora Village Logo Use Policy attached hereto and incorporated herein by reference as Exhibit “B” is hereby approved.

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

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

Exhibit A



EXHIBIT B



Village of North Aurora Village Logo Use Policy

The Village of North Aurora owns all rights to the Village Logo that was created to aid the Village in establishing an identity for the North Aurora community. Allowing local, non-profit organizations to make use of the Village Logo to identify themselves with the North Aurora community will foster a greater sense of community and identity with North Aurora by members of the public who are involved with those non-profit organizations. This Village Logo Use Policy establishes the terms and conditions by which local, non-profit organizations shall be approved for use of the Village Logo in a fair and efficient manner. Local, non-profit organizations may be approved to use the Village Logo if they meet the following terms and conditions:

1. The organization by not-for-profit, must have a physical presence in the Village of North Aurora with directors, officers, members, and active participants who live in the Village of North Aurora, and the organization must serve the North Aurora community in some way;
2. All requests to use the Village of North Aurora's Logo must be presented to and approved by the Village Board
3. All requests must be submitted in writing and include a description of how the Village Logo will be used with an illustration of how the Village Logo will be incorporated into the organization's own branding;
4. The Village Logo may be used for non-commercial purposes only, which may include fundraising for a non-profit, tax exempt purpose;
5. The Village Logo may not be used for any political purpose in violation of the Illinois Election Code (10 ILCS 5/9-25-1), the State Officials and Employees Ethics Act (5 ILCS 430/1 et seq.), and any other laws limiting or prohibiting the use of governmental resources in political activities.
6. Use of the Village Logo by any organization is not an endorsement by the Village of North Aurora of that organization, and no organization shall claim that is endorsed or hold itself out as being endorsed by the Village of North Aurora;
7. The North Aurora Village corporate authorities may revoke permission to any organization using the Village Logo at any time in violation of this policy, if the Village Logo is changed or becomes obsolete, or the Village Logo is used in any way that

VILLAGE OF NORTH AURORA

reflects negatively or adversely on the Village, the North Aurora community, or any person or entity in the local community, class of persons or class of entities in the community, or on the local community as a whole.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

RESOLUTION TO ALLOW BOY SCOUT TROOP #104
PERMISSION TO UTILIZE VILLAGE OF NORTH AURORA LOGO

WHEREAS, North Aurora Boy Scouts of America Troop #104 “BSA Troop 104” is based in the Village of North Aurora, Illinois; and

WHEREAS, BSA Troop 104 wishes to utilize the Village of North Aurora logo attached hereto as Exhibit A (“the Village Logo”) in branding aspects for the Troop to represent themselves as being a part of the North Aurora community in their design, which is attached hereto as Exhibit B; and

WHEREAS, the Village owns all rights to the Village Logo; and

WHEREAS, the Village Board of Trustees has determined that allowing the BSA Troop 104 to identify itself as a boy scout troop in the Village of North Aurora by using the Village Logo is fitting and not detrimental to the best interests of the Village.

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. BSA Troop 104 may use the Village Logo to identify itself as a boy scout troop in the Village of North Aurora upon the following conditions:

a. BSA Troop 104 may use the Village Logo for non-commercial purposes only;

b. BSA Troop 104 shall use the Village Logo design exactly as provided in Exhibit B without deviation, unless that deviation is approved in writing by the Village Administrator prior to use;

c. The use of the Village Logo by BSA Troop 104 is not an endorsement by the Village of North Aurora of BSA Troop 104 or the Boy Scouts of America, and BSA Troop 104 shall not claim that is endorsed or hold itself out as being endorsed by the village of North Aurora;

d. The Village of North Aurora may revoke the permission to BSA Troop 104 to use the Village Logo at any time for any reason.

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

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

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.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA
EXHIBIT A



VILLAGE OF NORTH AURORA
EXHIBIT B

TROOP

1



4

EST. AUGUST 2014

Village of North Aurora

Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

Date: August 15, 2022

CC: Steven Bosco, Village Administrator

RE: Second Budget Amendment for FY 2021-22

The Village's policy for amending the budget requires approval by the Village Board for budget transfers between departments in the General Fund and any increase in the total budget of a fund. Staff is close to finalizing the closing journal entries for fiscal year 2021-22 and has prepared a budget amendment for the following funds and accounts:

General Fund – Budget Transfers Between Departments

Police Commission, Recruit Testing account (01-439-4380) – This account is increased \$6,785, to a total budget of \$12,210. The increase is due to sergeant test assessments and more pre-employment testing than anticipated.

Community Development, Inspection Services account (01-441-4276) – This account is increased \$14,640, to a total budget of \$175,690. The increase is due to additional contracted inspection services used, primarily for large commercial developments.

Non-Departmental, Sales Tax Rebates account (01-490-4781) – This account is increased \$78,135, to a total budget of \$309,110, due to an increase in sales tax rebates paid as a result of stronger than anticipated sales tax revenue.

The three budget amendments noted above are being transferred from various Police Department accounts as noted in Exhibit A. Although the individual accounts noted are being increased, the General Fund total budget remains unchanged as accounts within the Police Department budget are decreased to offset the changes.

General Fund – Transfer to Capital Projects

The fiscal year 2021-22 budget included a transfer of \$600,000 from the General Fund to Capital Projects Fund. Due to the positive operating results of the General Fund, staff is recommending an additional \$2,150,000 transfer to the Capital Projects Fund. This would bring the total transfer to Capital Projects to \$2,750,000 for FY 21-22.

Consistent with prior years, surplus revenues have been transferred from the General Fund to the Capital Projects Fund to help fund future road, facility, and other infrastructure projects. After the total \$2,750,000 transfer, the General Fund fund balance reserve is anticipated to be 65% of the fiscal year 22-23 operating budget (less capital transfers). The Village's policy is to maintain a 40-50% fund balance reserve in the General Fund.

Police Pension Fund – Budget Amendment

Admin/Finance, Surviving Spouse Pensions account (80-430-4713) – This account is increased \$255, to a total budget of \$149,250, due to the death of a pensioner which resulted in a new surviving spouse pension to begin.

VILLAGE OF NORTH AURORA

Ordinance No. _____
An Ordinance Approving the 2nd Budget Amendment for Fiscal Year 2021-22

WHEREAS, the Village of North Aurora has adopted the Budget Act, and approved a Budget for the 2021-22 Budget Year (hereinafter “budget year”); and

WHEREAS, the corporate authorities of the Village have the authority to revise the budget without notice as long as the revisions do not increase the total budget of the Village beyond the funds that are available.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The budget amendment summarized in the document attached hereto and incorporated herein as Exhibit “A” is hereby approved by the corporate authorities.

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 Jessica Watkins

Village of North Aurora
FY 2021-2022
Exhibit "A"
Budget Amendment #2

<u>Fund</u>	<u>Division</u>	<u>Account</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase/ (Decrease)</u>	<u>Revised Budget</u>
<u>General Fund</u>						
	Police Commission	Recruit Testing	01-439-4380	5,425	6,785	12,210
	Community Development	Inspection Services	01-441-4276	161,050	14,640	175,690
	Non-Departmental	Sales Tax Rebates	01-490-4781	230,975	78,135	309,110
	Police Department	Salaries - Regular	01-440-4020	3,457,105	(35,850)	3,421,255
	Police Department	Salaries - Part Time	01-440-4030	79,695	(26,135)	53,560
	Police Department	FICA Soc. Sec. & Medicare	01-440-4110	285,854	(23,320)	262,534
	Police Department	Legal	01-440-4260	55,000	(14,255)	40,745
	Transfers	Transfer to Capital Projects	01-495-4970	600,000	2,150,000	2,750,000
		TOTAL			<u>2,150,000</u>	
<u>General Fund</u>						
	Transfers In	Transfer From General Fund	21-395-3955	600,000	2,150,000	2,750,000
					<u>2,150,000</u>	
<u>Police Pension Fund</u>						
	Admin/Finance	Surviving Spouse Pensions	80-430-4713	148,995	255	149,250
		TOTAL			<u>255</u>	

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brian Richter, Public Works Streets Superintendent
Date: August 15, 2022
Re: Award of Bid for 2022 Tree Replacement Program

This scope of this project includes the replacement of 100 parkway trees throughout the Village with the option of adding an additional 25 trees should the need arise. The project was advertised on the Village website on July 19, 2022. In the hope of increasing competition and awareness of the project, companies who downloaded the 2021 project specifications last year were notified directly of this project. Staff directly contacted 11 landscaping companies to notify them of the program. This year we observed that the documents were downloaded by 6 third party advertisers who then independently publish or notify interested contractors. There were 6 landscaping firms who also downloaded the specifications. From these 6 bidders 2 submitted a bid on August 9, 2022. The results are displayed in the table below. The low bidder was Acres Group in the amount of \$34,916.00.

Table 1. Bid Results

Yellowstone Landscape (Acres Group) 23940 W Andrew Road Plainfield, IL 60585	Langton Group 4510 Dean Street Woodstock, IL
\$34,916.00	\$41,845.00

Tree replacement is budgeted at \$40,000 from the General Fund from the Tree Service line item, account number 01.445.4532. Acres Group has performed the tree planting for the Village the past three years successfully. It is the recommendation of staff that the Village Board award the contract to Acres Group in the amount of \$34,916.00

CONTRACT FOR PARKWAY TREE REPLACEMENT PROJECT

THIS AGREEMENT, made and concluded this 15th day of August, 2022, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Acres Group, an Illinois Corporation (hereinafter referred to as “Contractor”) for Parkway Tree Replacement Services.

WHEREAS, the Village advertised for bids for Tree Replacement Project services (hereinafter “(Services)”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as “Bid Specifications”; and

WHEREAS, Contractor submitted a bid for the Services in the amount of **Thirty Four Thousand Nine Hundred Sixteen Dollars (\$34,916)** dollars in response to the request for bids advertised by the Village, a copy of which Bid is also included in the Bid Specifications

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on August 15, 2022.

NOW THEREFORE, in consideration of Thirty Four Thousand Nine Hundred Sixteen Dollars (\$34,916) to be paid by the Village to the Contractor for work completed as described by the bid specifications for tree replacement, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and the Bid and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.
3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. The Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

5. If required pursuant to Village ordinance or the Bid Specifications, the Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.

6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against claims or liabilities arising from a failure to comply.

7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

Acres Group

By: Mark Gaffino,

By:

Village President

Title

Title

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Yellowstone Landscape

610 West Liberty Street, Wauconda, IL 60084

as Principal, hereinafter called the Principal, and United States Fire Insurance Company

305 Madison Avenue, Morristown, NJ 07960

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of North Aurora

25 East State Street, North Aurora, IL 60542

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Parkway Tree Replacement Project

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of August, 2022

Noemi Rosa

(Witness)

Yellowstone Landscape

(Principal)

(Seal)

By: [Signature]

(Title)

Sarah Belcastro

Sarah Belcastro

(Witness)

United States Fire Insurance Company

(Surety)

By: [Signature]

Attorney-in-Fact Stephen A. Vann



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Stephen A. Vann; Sarah C. Belcastro; Oana Dimulescu; Jodi Jennings; Mario Medina

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 5th day of August 2022.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



Bid Specifications

Project:

Parkway Tree Replacement Project

Bid opening:

Tuesday August 9, 2022, 10:00 A.M.

Location:

Village Hall 25 E. State St., North Aurora, IL 60542

Contact:

Brian Richter, Public Works Street Superintendent, 331.385.6256



Advertisement for Bids

The Village of North Aurora will receive sealed bids for the furnishing and planting of parkway trees. The bids will be received at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois 60542 until 10:00 a.m. local time on Tuesday, August 9, 2022. At this time and date, the bids will be publicly opened and read aloud. All bids must be addressed as follows:

SEALED BID

Contractor Name

Re: Bid for Parkway Tree Replacement Project

Village of North Aurora

Attn: Brian Richter

Streets Superintendent

25 East State Street

North Aurora, IL 60542

The bid packet can be downloaded, free of charge, at the Village's website <http://northaurora.org/government/rfp-rfq-bidding.aspx> or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Tuesday, July 19, 2022. Addendums, if issued, will be available on the web site and must be included in the bid.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of five percent (5%) of the total bid, if the bid is greater than \$10,000, and made payable to the Village of North Aurora, 25 East State Street, North Aurora, Illinois, 60542. The Village of North Aurora reserves the right to reject any or all bids and to waive irregularities and informalities in the bids received.



Village of North Aurora Bid Specifications for Planting Parkway Trees

Description of Work

This project will include the installation of at least 100 parkway trees with the possibility of adding 25 additional trees within the Village of North Aurora. The contractor will be responsible to provide the necessary supervision, labor, materials and equipment to furnish, excavate, plant, provide mulch and topsoil, and the initial watering of the tree. The contractor is responsible for site clean-up. All excess excavated material and debris associated with this operation shall be collected and removed from the site. The contractor will be responsible for traffic control during installation operations including barricades, flaggers, or other traffic control devices necessary to create and maintain a safe work zone and consistent automobile traffic. The contractor shall provide a door hanger furnished by the Village with instructions to the resident on how to properly care for the tree.

Addenda to the Bid Specifications

Addendums, if issued, will be available on the web site and must be included in the bid.

Transport and Inspection

Trees shall be protected from damage during transport. The Village will provide a staging area on the east side and west side of the river. No trees or construction materials shall be stored on the street or in the right of way overnight. Village staff will go to the nurseries to select trees for planting. Scheduling of this will be done after the contract is awarded. Upon arrival staff will inspect the trees health. Trees that are judged to be damaged or unhealthy shall be returned by the contractor and a replacement provided.

Locations

All planting sites will be identified and marked by the Village by the Director of Public Works, Streets Superintendent, or his designee before planting begins. The Village of North Aurora will provide a list of addresses for contractor use. Date planted and type of tree planted will need to be recorded for each address and given to the Village upon completion of the project. The Contractor is required to contact the Village of North Aurora 24 hours before each day's work begins and provide the locations of work.

It will be the responsibility of the Contractor to contact Julie (811) or 800-892-0123 with the locations of the proposed excavations for the trees. When underground utilities are encountered, immediately call the controlling agency and the Village of North Aurora. Contractor or subcontractor will at his expense, restore to original condition all structures, facilities and other property damaged.

Materials Specifications

Nursery Stock. All trees shall be healthy, vigorous and well-grown showing evidence of proper root and top pruning, single trunk, high-branched specimens suitable for use along public streets.

Root balls and burlap. All balled and bur lapped plants shall be field grown, and the root ball packaged in a burlap and twine. All trees balled and bur lapped with ball shape and size conforming to ANSI Z60.1-2014 standards. Standards can be found at www.americanhort.org/standard . Root balls shall be adequately protected at all times from sun, heat, freezing and drying.

Backfill shall be accomplished with a suitable topsoil that shall be free of stones 1 ½" in any dimension, refuse, roots, and weeds. Muddy topsoil shall not be used for planting.

Premium Hardwood Mulch shall be used to enrich and insulate the soil.

Planting

Trees are to be installed in accordance with recommendations of the International Society of Arboriculture and ANSI Z60.1-2014 standards. Standards can be found at www.americanhort.org/standard .

The trees specified for planting shall be minimum of **2-1/2"** in diameter measured 6" above the burlap sack. The holes dug shall be of sufficient depth to place the root ball. The holes dug shall be under constant supervision of the contractor until the time the tree is planted. Open excavations shall be barricaded if they are left open without supervision.

When backfilling trees, the approved soil shall be free from stones greater than 1-1/2" in diameter. Soil that is found on location of acceptable quality should be used in the backfilling of the tree.

A soil berm at the edge of the root ball shall be constructed with the excess soil excavated from the hole. Excess soil that has been excavated and not used in the planting of the tree must be removed and disposed of at the contractor's expense.

Premium Hardwood Mulch shall be placed within 24 hours of the planting of the tree. The mulch shall be placed 4 inches thick over loosened soil and no more than 1 inch over the root ball. Trees shall be watered at this time as well. Water will be provided by the Village at 318 Butterfield Rd.

Stakes shall not be used unless specified by the Superintendent of Public Works or his designee.

Site Visit

The contractor is encouraged to visit several site locations to understand job site conditions.

Additions and Deletions

The Village of North Aurora reserves the right to add or delete trees to the contract within reason. Contract additions and deletions will be based on the unit price costs furnished in the Schedule of Prices.

Warranty

Contractor guarantees that all trees remain alive and healthy until the end of the **one (1) year warranty period**. Contractor replaces, as specified at his expense, any dead trees and any trees that in the opinion of the Superintendent of Streets or his designee that has become unhealthy or unsightly. If the trees are judged to be dead, diseased, dying, or in poor health for any reason, the contractor must replace the tree.

Warranty Security

As part of this project, the Village of North Aurora will require the contractor to post a refundable warranty security in the amount of \$2,500.00 in the form of cashier's check or letter of credit in form acceptable to the Village. This security will be released after the warranty obligations have been fulfilled.

Time of Completion

The project must be completed by November 18, 2022 or when ground becomes frozen, whichever occurs first. An extension in time must be requested in writing and approved by the Public Works Director or Streets Superintendent.

Bid Bond

If the bidder's proposal for the project is equal to or greater than \$10,000, a bid bond or certified check in the amount of five percent (5%) of the bidder's proposal will be required. No bid bond will be required if the proposal for the project is less than \$10,000.

Indemnification

The policy limits availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the Village from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work as outlined in this contract.

Insurance Requirements:

The Contractor will be required to meet our standard insurance requirements. Unless otherwise specified the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Village of North Aurora. The contractor shall supply a certificate of insurance with the Village of North Aurora an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
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Bodily Injury	\$ 500,000 (each person)
	\$1,000,000 (each accident)

Workmen's Compensation Insurance: All Liability imposed
Workmen's Compensations stature

Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired and non-Ownership Vehicle Bodily Injury and Property Damaged to the Following Limits	

Bodily injury, including accidental death	\$ 500,000 (each person)
	\$1,000,000 (each accident)

Property damage	\$1,000,000 (each accident)
-----------------	-----------------------------

Schedule of Prices*

The Village wants to maintain diversity among its parkway trees. To maintain diversity the Village has indicated the quantity of trees required in each group of Table 1 below. Each group is assigned a required quantity of trees. The contractor must furnish the total number of trees in each group from among the species listed within the group. A quantity of zero should be entered for a tree that will not be supplied within a group. If the contractor would like to substitute a species of tree, approval must be granted in writing by the Streets Superintendent or Director of Public Works.

Instructions for Table 1. Schedule of Prices.

Please complete the Schedule of Prices below by providing the Quantity Supplied, Unit Price, and Total Cost and return with your bid. If you choose to provide a quantity of zero include a unit price anyway in the event the Village would like to add that specific tree.

Table 1. Schedule of Prices

Group 1 (30 Trees)

Common Name	Botanical Name	Quantity Supplied (30)	Unit Price	Total Cost
Autumn Blaze Maple	Acer rubrum	10	346	3,460
State Street Maple	Acer miyadei	5	346	1,730
Sycamore Maple	Acer pseudo-platanus			
Sugar Maple	Acer saccharum	5	366	1,830
Marmo Freeman Maple	Acer freemanii 'Marmo'	5	346	1,730
Sienna Glen Maple	Acer x freemanii 'Sienna'	5	346	1,730
Group 1 Total must = 30 Trees		30	Group 1 Total	10,480

Group 2 (10 Trees)

Common Name	Botanical Name	Quantity Supplied (10)	Unit Price	Total Cost
Bur Oak	Quercus macrocarpa	4	350	1,400
Chinkapin Oak	Quercus myhlenbergii	2	366	732
Swamp White Oak	Quercus bicolor	2	366	732
Red Oak	Quercus rubra	1	366	366
Shingle Oak	Quercus imbricaria 'Fagaceae'	1	366	366
Sawtooth Oak	Quercus acutissima			
Group 2 Total must = 10 Trees		10	Group 2 Total	3,596

Group 3 (10 Trees)

Common Name	Botanical Name	Supplied (10)	Price	Cost
Redmond Linden	Tilia Americana 'Redmond'	6	346	2,076
Silver Linden	Tilia tomentosa	2	346	692
Little Leaf Linden	Tilia cordata	2	346	692
Group 3 Total must = 10 Trees		10	Group 3 Total	3,460

Group 4 (30 Trees)

Common Name	Botanical Name	Quantity Supplied (30)	Unit Price	Total Cost
Triumph Elm	Ulmus 'Morton Glossy'	6	346	2,076
Accolade Elm	Ulmus davidiana var. japonica 'Morton'	4	346	1,384
Patriot Elm	Ulmus 'Patriot'	4	346	1,384
New Horizon Elm	Ulmus 'New Horizon'	4	346	1,384
Pioneer Elm	Ulmus 'Pioneer'	-	-	-
Frontier Elm	Ulmus 'Frontier'	4	346	1,384
Prairie Elm	Ulmus Americana 'Lewis & Clark'	4	346	1,384
Princeton Elm	Ulmus Americana 'Princeton'	4	346	1,384

Group 4 Total must = 30 Trees 30 Group 4 Total 10,380

Group 5 (20 Trees)

Common Name	Botanical Name	Quantity Supplied (20)	Unit Price	Total Cost
Bloodgood-London Planetree	Platanus acerifolia 'Bloodgood'	-	-	-
London Planetree	Platanus acerifolia	10	346	3,460
Skyline Locust	Gleditsia triacanthos	6	346	2,076
Kentucky Coffee Tree (male only)	Gymnocladus dioica	4	366	1,464
Prairie Pride Common Hackberry	Celtis occidentalis 'Prairie Pride'	-	-	-

Group 5 Total must = 20 Trees 20 Group 5 Total 7,000

Group 1-5 Total Cost 100 Trees \$ 34,916⁰⁰
 {Overall Total Cost Group 1-5}

*Village reserves ability to swap trees of the same price in the above list as supply allows.

Contract

The contract shall be deemed as being awarded when formal notice shall have been duly served upon the intended awardee by an officer of the Village of North Aurora duly authorized to give such notice.

Bid will be awarded to lowest responsible total base bid amount, pending compliance with instruction to bidder's document.

I. Bidding company contact information

Company name: _____

Company address: 23940 W. ANDREW RD. , PLAINFIELD, IL 60585

Contact name: JEFF DUMAS

Contact address: SAME

Contact phone #: 630-975-1426

Contact email: jdumas@yellowstonelandscape.com

II. Parkway Tree Planting Bid

I have read the scope provided in this bid document along with all associated appendices and agree to perform all of the work identified to successfully complete the planting of 100 parkway trees for the not to exceed amount of:

Tree planting unit cost bid in words (total cost carried forward from schedule of prices):

THIRTY FOUR THOUSAND, NINE HUNDRED, SIXTEEN DOLLARS

Tree planting unit cost bid in figures (total cost carried forward from schedule of prices):

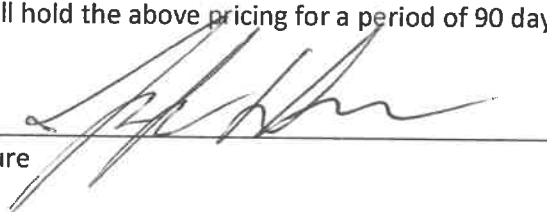
\$ 34,916⁰⁰

I JEFF DUMAS verify that I am authorized to
(print name)

provide the above pricing on behalf of YELLOWSTONE LANDSCAPE
(company name)

And will hold the above pricing for a period of 90 days from the date of the bid opening.

Signature



date

8-8-22

Contractor's Certification

In compliance with P.A. 85-1295-Illinois Revised Statute, Chapter 31, Section 33E-11, and applicable local ordinances.

Print Name:

Contractor YELLOWSTONE LANDSCAPE Corporation ✓
Individual _____ Partnership _____

As part of his/her bid on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.

Date: 8-8-22

Contractor By: JEFF DUMAS

Title: V.P. CEMETERY SERVICES

(State of Illinois) SS County of _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Jeff Dumas appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____

Notary Public: Terri Zajdel



List of Subcontractors and Suppliers

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list may result in rejection of bid

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors

Work Assignment

Hortle	

Suppliers

Material

GOODMARK NURSERY	TREES

Contractor Bid Agreement

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

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: _____

Print Name: _____

Title: _____

Date: _____

(State of Illinois) SS County of _____

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
Jeff Dumas appeared before me this day in person
and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her
free act and deed.

Dated: _____

Notary Public: _____



Memorandum



To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: August 3, 2022
Re: Award Bid for 16 & 18 N. Cherrytree Court Sanitary Sewer Extension

On August 2, 2022 three sealed bids were received for the 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project. Fox Excavating Inc. (Batavia, IL) was the low bidder in the amount of \$136,025.00. A summary of the bid is below.

Fox Excavating Inc. 13305 S. River St. Batavia, IL 60510	H. Linden & Sons Sewer & Water Inc. 722 E. South St. Unit D Plano, IL 60545	Mauro Sewer Construction, Inc. 1251 Redeker Rd. Des Plaines, IL 60016
\$136,025.00	\$172,670.00	\$229,700.00

The project includes the installation of approximately 200 feet of sanitary sewer main through side yard easements previously obtained by the Village. There are two homes that were found to share a sanitary sewer service line that crosses other adjacent properties before entering the Village's right-of-way and the sanitary sewer main. There are currently no sanitary sewer mains near these properties for them to connect to in order to replace their sanitary services.

The construction cost (\$136,025) will be paid from the Sanitary Sewer Fund. The fiscal year budget currently has \$110,000 for sanitary sewer improvements. Though the project is more expensive than originally anticipated, the Sanitary Sewer Fund has a sufficient fund balance to support the expenditure.

Village staff designed the sanitary sewer project and will be performing the construction inspection and administration of this project.

Fox Excavating Inc. has successfully completed projects for other nearby government agencies. Village staff is recommending the award of the bid to Fox Excavating Inc. in the amount of \$136,025.00.

Contract for 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project

THIS AGREEMENT, made and concluded this **15th** day of August, 2022, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Fox Excavating Inc. an Illinois Corporation (hereinafter referred to as “Contractor”) for **16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project**.

WHEREAS, the Village advertised for bids for the 16 & 18 N. Cherrytree Court Sanitary Sewer Extension services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

WHEREAS, Contractor submitted a bid for the Services in the amount of **One Hundred Thirty-Six Thousand Twenty-Five and 00/100 dollars (\$136,025.00)** in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **August 15, 2022**.

NOW THEREFORE, in consideration of **One Hundred Thirty-Six Thousand Twenty-Five and 00/100 dollars (\$136,025.00)** to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for 16 & 18 N. Cherrytree Court Sanitary Sewer Extension, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor shall supply a payment bond and surety in form acceptable to the Village before performing the Services.

7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against claims or liabilities arising from a failure to comply.

8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

By: Mark Gaffino, Village President

Fox Excavating Inc.

Signature

Printed Name, Title

S:\9 Sanitary\1618 Cherrytree Sewer Extension\Cherrytree Sanitary Sewer Contract.docx

SPECIFICATIONS AND CONTRACT DOCUMENTS

16 & 18 N. CHERRYTREE COURT SANITARY SEWER EXTENSION PROJECT

Required For Use By: Public Works Department

Fox Excavating
1305 S. River St.
Batavia, IL 60510

VILLAGE OF NORTH AURORA
North Aurora, Illinois 60542

➤ **CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE #20**

**** MUST BE EXECUTED AND NOTARIZED ****

➤ **ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

➤ **ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:

August 2022- November 2022

BID DEPOSIT:

5% of Bid Amount (See Page 4, Item 7)
(Bank Cashier's Check or Bid Bond)

BOND REQUIRED:

Performance Bond (100% of Contract) (See page 4, Item 8)
Payment Bond (100% of Contract) (See page 4, Item 8)

BID OPENING - DATE/TIME/LOCATION:

Tuesday, August 2, 2022 **10:00 a.m.**
VILLAGE HALL
25 East State Street
North Aurora, Illinois 60542

Issued by:

Public Works Department
Village of North Aurora, Illinois
25 East State Street
North Aurora, Illinois 60542
(630) 897-8228



Advertisement for Bids

The Village of North Aurora will receive sealed bids for the 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project. The bids will be received at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois 60542 until 10:00 a.m. local time on Tuesday, August 2, 2022. At this time and date, the bids will be publicly opened and read aloud. All bids must be addressed as follows:

SEALED BID

Contractor Name

Contractor Address

Contractor Phone Number

Re: 16 & 18 N. Cherrytree Court Sanitary Sewer Extension Project

Designated Date of Bid Opening

Hour Designated for Bid Opening

Village of North Aurora

Attn: Brandon Tonarelli

Village Engineer

25 East State Street

North Aurora, IL 60542

The bid packet can be downloaded, free of charge, at the Village's website <http://northaurora.org/government/rfp-rfq-bidding.aspx> or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Tuesday, July 19, 2022.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of five percent (5%) of the total bid and made payable to the Village of North Aurora, 25 East State Street, North Aurora, Illinois, 60542. The Village of North Aurora reserves the right to reject any or all bids and to waive irregularities and informalities in the bids received.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout including the (820 ILCS 130/0.01) Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the (30 ILCS 570/) Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207) and an Apprenticeship Training Program certified by the USDOL.

I. GENERAL CONDITIONS

Fox Excavating
1305 S. River St.
Batavia, IL 60510

1. DEFINITIONS

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

Fox Excavating Inc

B. VILLAGE shall mean the Village of North Aurora, Kane County, Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF BID PROPOSAL

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of North Aurora. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. **The following documents shall be executed at the time of submission of a bid:**

- **BID PROPOSAL PAGES #18-19**
- **CONTRACTOR'S CERTIFICATION BID PROPOSAL - PAGE #20**
- **CONTRACTOR BID AGREEMENT PAGE #22**
- **APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION PAGE #23**

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

CONTRACTOR NAME, ADDRESS, PHONE NUMBER, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

3. ADDENDA

All addenda require signature and are to be included in the sealed bid. The Village will make every effort to make all bidders aware of addenda as they are issued, however, it is the responsibility of the bidder to check the web site for addenda, sign, print, and include them in the sealed bid. Addenda will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

4. QUESTIONS

All questions must be submitted in writing 72 hours in advance of the bid opening by contacting Brandon Tonarelli bttonarelli@northaurora.org via email with the subject line "16 & 18 N. Cherrytree Court Sanitary Sewer Extension Bid".

A questions and answers sheet will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

5. WITHDRAWAL OF BID PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of ninety (90) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

6. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

- Cash bid proposals meet Village Specifications and are submitted separately.
- The Village shall not consider an alternate bid which fails to meet specifications.

7. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of North Aurora, letter of credit, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

8. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond and a payment bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond and payment bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

9. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equivalence of the substitute offered.

10. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

11. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within ninety (90) days from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

12. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the Village of North Aurora shall be assigned, in whole or in part, or any part of the same sub-contracted unless designated on page 20 of this document. Sub-contractors added after the opening of the bid require the written consent of the Public Works Director or his designee. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

13. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of North Aurora upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

14. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied to the Village of North Aurora must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Contractor shall fully comply with all provisions of the *(820 ILCS 130/0.01) Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12), (30 ILCS 570/)*the *Illinois*

Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207), and the (820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

The Contractor shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with the Contractor.

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.

15. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

16. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

17. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

18. TERMINATION OF CONTRACT

A. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:

1. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide

the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

2. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
4. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
5. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
6. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

- B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

19. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from the

military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of

the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

20. INSURANCE SPECIFICATIONS

- A. The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<u>COMMERCIAL GENERAL LIABILITY</u>	
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE
2. Premises - Operations	
3. Explosion & Collapse Hazard	
4. Underground Hazard	
5. Products/Completed Operations Hazard	PERSONAL INJURY PER OCCURRENCE
6. Contractual Liability Coverage Included	
7. Broad Form Property Damage - construction projects only.	GENERAL AGGREGATE
8. Independent contractors	
9. Personal Injury	
<hr/>	
Business Automobile Liability	COMBINED SINGLE LIMIT PER OCCURRENCE
Any Auto, Owned, Non-Owned	FOR BODILY INJURY AND PROPERTY DAMAGE
Rented/Borrowed	\$1,000,000
<hr/>	
Worker's Compensation and Occupational Diseases	STATUTORY LIMIT
<hr/>	
Employer's Liability Insurance per Occurrence	\$1,000,000
<hr/>	

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026; Primary and non-contributory ISO Endorsement: CG2001 04 13; and the Village of North Aurora named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of the contractor must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles

or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancellation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement.

- C. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

21. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF NORTH AURORA ("The Village")
25 East State Street
North Aurora, Illinois 60542

Fox Excavating
1305 S. River St.
Batavia, IL 60510

A. POLICY INFORMATION.

- 1. Insurance Company Ohio Farmer Insurance Co.
- 2. Policy Number 5000037453
- 3. Policy Term: (From) 3/31/22 (To) 3/31/23
- 4. Endorsement Effective Date _____
- 5. Named Insured Fox Excavating LLC
- 6. Address of Named Insured 1305 S. River St.
Batavia, IL 60510
- 7. Limit of Liability Any One Occurrence/
Aggregate \$ 1,000,000 / 2,000,000
- 8. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ _____

B. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

4. SUBCONTRACTORS.

(ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

6. CANCELLATION NOTICE.

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. The Village shall be endorsed to the policy as a Cancellation Notice Recipient with notice addressed as shown in the heading of the endorsement.

7. SUBROGATION.

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

8. ACCEPTABILITY OF INSURERS.

(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

9. ASSUMPTION OF LIABILITY.

(ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contract.

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____ (print/type name), warrant, and by my signature hereon do so certify, that the required coverage is in place.

Signature of: _____

Authorized Representative (Original signature required on endorsement furnished to the Village).

Title: _____

Organization: _____

Address: _____

Phone: _____ Fax: _____

22. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

23. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and subcontractors, and compliance with all applicable Federal, State, and local laws.

24. COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

In compliance with National Pollutant Discharge Elimination System (NPDES), and ILR40 permit requirements, consultants and contractors hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their employees to prevent and reduce storm water pollution from their activities.

25. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN three (3) working days after the date of the Village's direction to provide

such documents. Failure of the Contractor to provide documents within said three (3) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

VILLAGE OF NORTH AURORA
16 & 18 N. CHERRYTREE COURT SANITARY SEWER EXTENSION
PROJECT SPECIFICATIONS

II. PROJECT SPECIFICATIONS

1. INTENT

The intent of these plans, specifications and contract is to install an 8 inch PVC sanitary sewer extension approximately 200 feet in length within side yard easements. Including all other related and incidental work is also required to complete the improvements as shown on the plans and described herein.

2. LOCATION OF UTILITIES

If excavation is necessary, the Contractor shall contact the Village of North Aurora Public Works Department at least seventy-two (72) hours before beginning work and the J.U.L.I.E. system in conformance with all J.U.L.I.E. standards. Electric, gas and telephone utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

3. EXAMINATION OF SITE

The bidder shall carefully examine the site and become familiar with the conditions under which he will have to execute the work required under this contract. Failure to do so will in no way relieve the bidder of his responsibility under this contract.

4. ADDITIONAL WORK

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid during the course of construction. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Public Works Director or his designee, has approved the charges in writing.

5. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the Contractor. Any damage to existing facilities or sanitary surcharges caused by the Contractor's work, shall be reported to the Village in writing and shall be repaired and/or cleaned up promptly by the Contractor when ordered to do so by the Village at no additional cost. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

6. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for constructing the improvements in accordance with the specifications. The Contractor shall have available on the job site at all times during construction a complete set of specifications with all revisions thereto. The Contractor shall employ only workmen skilled in their trade and shall furnish full time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

7. SITE CONDITION AND CLEAN-UP

The Contractor shall store materials and equipment in a location approved by the Village and shall move same, if and when it becomes necessary at his own expense.

The Contractor shall have control over his employees' parking of automobiles on the site. The Contractor shall

keep the site neat and shall cleanup any debris when directed to do so by the Village. Upon completion of the improvement each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village.

8. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

9. PROTECTION OF PUBLIC

The Contractor shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Contractor shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village a hazardous condition exists and the Contractor fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

10. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Contractor against defects failure improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. All guarantees and warranties required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued. During the guarantee period, the Contractor shall repair and replace, at his own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material, which is repaired or replaced, shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

11. START OF WORK AND COMPLETION

The Contractor's representatives who are assigned to this project shall be required to attend a pre-construction meeting with Village staff prior to commencing work. The Contractor shall be required to follow the order and route for the work which is delineated during the preconstruction meeting. It is anticipated that the Contractor shall commence work within a reasonable time after the award. Weather related time delays will be reviewed by both parties and determined by the Village.

12. FAILURE TO COMPLETE WORK ON TIME AND CONTRACT VIOLATIONS

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Overrun in Contract Time
Working Day \$250

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village.

13. PAYMENT

Final payment will be made when the work, written reports and hard-drive (media copy) are reviewed and accepted by the Village. The Contractor shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

14. ACCEPTANCE

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

15. MATERIAL SAFETY DATA SHEETS

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

16. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers (primary and secondary numbers), daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty four (24) hours a day.

17. SPECIAL PROVISIONS FOR CONSTRUCTION

See attached Special Provisions

18. ENGINEERING PLANS

See Final Engineering Plans.

16 & 18 N. CHERRYTREE COURT SANITARY SEWER EXTENSION

BID PROPOSAL

The Bidder proposes to complete the project for the following prices within 20 working days, with reasonable weather related delays as defined, or less:

Item No.	SPECIAL PROVISION	BID ITEMS	UNIT	QUAN.	Unit Price	Total
1	*	TREE ROOT PRUNING	EACH	5	350	1750
2	*	TREE REMOVAL	UNIT	30	100	3000
3	*	TREE REPLACEMENT, SPECIAL	EACH	3	1500	4500
4	*	SHRUB REPLACEMENT, SPECIAL	EACH	4	250	1000
5	*	CONSTRUCTION LAYOUT	L SUM	1	3000	3000
6		TOPSOIL FURNISH AND PLACE, 4 INCH	SQ YD	750	12	9000
7		SEEDING, CLASS 1	SQ YD	750	3	2250
8		EROSION CONTROL BLANKET	SQ YD	750	4	3000
9	*	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL — TYPE 1	TON	20	55	1100
10	*	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL — TYPE 2	TON	20	40	800
11	*	FOUNDATION MATERIAL	CU YD	10	100	1000
12	*	SANITARY SEWER, PVC, SDR 26, 6 INCH	FOOT	100	175	17,500
13	*	SANITARY SEWER, PVC, SDR 26, 8 INCH	FOOT	200	240	48,000
14	*	SANITARY SERVICE CLEANOUT	EACH	1	1000	1000
15	*	SANITARY SEWER MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID, 8' TO 12' DEPTH	EACH	1	8500	8500
16	*	SANITARY SEWER MANHOLE OVER EXISTING SEWER, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID, 10' TO 14' DEPTH	EACH	1	15500	15,500
17	*	REMOVE EXISTING SANITARY CLEANOUT	EACH	1	500	500
18	*	CUT AND PLUG SANITARY SERVICE	EACH	4	1500	6000
19	*	FENCE REMOVAL	FOOT	45	25	1125
20	*	FENCE INSTALLATION	FOOT	45	100	4500
21	*	PCC SIDEWALK REMOVAL AND REPLACEMENT, 5 INCH	SQ FT	100	30	3000
	* Special Provision					
					TOTAL PRICE =	\$136,025

Total Bid Price In Words:

Fox Excavating
1305 S. River St.
Batavia, IL 60510


Anticipated Start Date (number of days from award of contract)	September 5, 2022 (21 calendar day)
Number of Working Days for project completion	20 Working Days

Name of Bidder: Fox Excavating Inc
 Address: 1305 S. River St. Batavia, IL 60510
 Telephone No. 630/879-2674 Email: gmartinefoxdig.com
 Contact Name: Gary Martin
 Title: President
 Date: 8/1/22

I Gary Martin (print name) verify that I am authorized to provide the above pricing on

behalf of Fox Excavating Inc. (company name)

And will hold the above pricing for a period of 90 days from the date of the bid opening.


 Signature

8/1/22
 Date

Fox Excavating
 1305 S. River St.
 Batavia, IL 60510

Contractor's Certification

In compliance with P.A. 85-1295-Illinois Revised Statute, Chapter 31, Section 33E-11, and applicable local ordinances.

Print Name:
Contractor Fox Excavating Inc.

Fox Excavating
1305 S. River St.
Batavia, IL 60510

Corporation ☒ Individual ☐ Partnership ☐ Other ☐
(if other specify type)

As part of his/her bid on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.

Date: 8/1/22

Contractor By: [Signature]

Title: Gary Martin, President

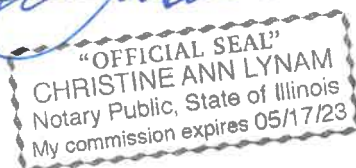
(State of Illinois) SS County of Kane

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Gary Martin appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8/1/22

Notary Public: [Signature]



List of Subcontractors and Suppliers

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list may result in rejection of bid. Write "none" in the boxes below if no sub-contractors or suppliers will be used.

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors

Work Assignment

Northern Contracting	Fence + Gates

Suppliers

Material

Palmer Logistics	Topsoil
Hanes Companies	Straw Blanket - Erosion Control

Fox Excavating
1305 S. River St.
Batavia, IL 60510

Contractor Bid Agreement

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

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

Bidder certifies this bid to be for the project described herein and to be in accordance with plans, specifications and contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: Gary Martin

Print Name: Gary Martin

Title: President

Date: 2/1/22

(State of Illinois) SS County of Kane

Fox Excavating
1305 S. River St.
Batavia, IL 60510

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Gary Martin appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 2/1/22

Notary Public: Christine Ann Lynam



Apprenticeship or Training Program Certification

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.

1. Each bidder is required to certify and provide information on the apprenticeship or training program(s) approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training in which the bidder participates that is relevant to the portion(s) of this project that is/are subject to the State of Illinois' Prevailing Wage Act below.

The requirements of this certification and disclosure are a material part of the contract, and the bidder shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after ward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors.

Signed: 

Print Name: Gary Martin

Title: President

Company: Fox Excavating Inc.

Date: 8/1/22

(State of Illinois) SS County of Kane

Fox Excavating
1305 S. River St.
Batavia, IL 60510

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Gary Martin appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8/1/22

Notary Public: 



REFERENCES

Fox Excavating
1305 S. River St.
Batavia, IL 60510

The Bidder must list a minimum of two (2) references, preferable municipal, for in-kind work. The references provided must list company or municipality, contact person, address and telephone number.

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: _____ Project Year: _____

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: _____ Project Year: _____

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: _____ Project Year: _____

Municipality: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax: _____

Project Included: _____ Project Year: _____

Please see Attached

Fox Excavating, Inc
Completed/Current Projects
References

Fox Excavating
1305 S. River St.
Batavia, IL 60510

2009-2010

Aurora Police Station- Garage /Training and Support Building -

RC Wegman- 630-844-3000

\$225,000.00- 100% completed- May 30th, 2009

(Gold Leed Project) Excavation of proposed parking garage and training building.

Undercut building pad and built up with recycled stone products.

Parkway Commons – Parkway Apartments Underground/ Pool -

Village Green Construction – 630-774-4617

\$168,055.00 - 100% completed - August 31st, 2009

Excavation and underground sewer, water and storm improvements for proposed pool house/ rec. center

Goodwill Corporate - Goodwill Industries –

Ott Development – Perspective Design –262-896-0890

\$301,676.00 - 100% completed – September 30th, 2009

Site development, for proposed Goodwill store. Excavation and underground sewer, water and storm improvements.

Des Plaines Bible Church – Des Plaines Bible Church Addition –

Schramm Construction – 630-584-1200

Carlson Architecture Ltd - \$96,678.00 - 100% completed-October 1st, 2009

Excavation and underground sewer, water and storm improvements for Church Addition

Oswego well #11 – Underground Utilities for Water tower Oswego, IL –

Maxim Construction – SEC Group – 847-740-5400

\$97,500.00 - 100% completed – March 30th, 2009

Excavate new underground sewer, water and storm for proposed water tower.

2010-2011

Field Tile Improvements- Campton Fields- Wasco Sanitary District-

WBK Engineering, Inc.- 630-443-7755

\$301,000.00 – 100% completed- April 20th 2010

Drain tile Improvements with Low Pressure Track Equipment- Underground ADS drain tile for Campton Hill Field. 30+ Acer site tillage and seeding

Mt Prospect Fire Station/Public Works/Emergency Control Building – Mt Prospect, IL

Leopardo Companies- 847-783-3000

\$331,970.00 – 100% completed – June 1st, 2010

Site utilities improvements for sanitary, water and storm improvement at emergency control building and public works building. New site utilities for sanitary, water and storm at Fire Station (Platinum Leed Project) Recycled Products

First Street Parking Deck- Village of Elmhurst, Elmhurst, IL-

FBG Corporation- 630-941-4700

\$246,570.00- 100% Completed- November 2010

Excavation and Site Utilities for Parking Deck.

Fermi-Lab MI-8 Building

R.C. Wegman- 630-844-3000

171,500.00- 100% Complete- January 2011

Sitework, Parking Lot Addition, Excavation and Backfill, New Storm, and Water Services.

Bartlett Pond Drainage Improvements

Christopher B. Burke Engineering, Ltd. (847) 823-0500

342,000.00- 100% Complete- April 2011

Sitework, Excavate Pond Underground Storm Improvements

Northern Illinois Food Bank

Ryan Companies, Inc.

725,000.00- 100% Complete August 2011

Sitework, Excavation & Underground Sewer, Sanitary and Water Service

Northern Illinois University- Various Hall Water Improvements

McCauley Mechanical

149,000.00- 100% Complete December 2011

Supply and Install Water Connections Various Halls over Campus

2011-2012

Hanover Park Police Station

Leopardo Companies-847-783-3000

499,000.00- 100% Complete January 2012

Sitework, Excavate Building, Parking Lot Improvements- Addition

Aldi Headquarters- Freezer Addition

AM King- General Contractors

445,000.00 – 100% Complete January 2012

Underground Storm Improvements, Water Fire Services – Freezer Addition

Fox Metro Water Reclamation Dist.- P-3 Lab

R.C. Wegman- 630-844-3000

99,500.00- 100% Complete February 2012

Underground Sanitary, Storm, and Water Services.

2012-2013

Batavia Streetscape Reconstruction Project

Leopardo Companies

200,000-

100% Complete- October 2013

Demolition, Site work, Excavating for proposed roadway/ brick paver pavement

Clayton Street Reconstruction Project

Thomas Engineering Group

567,617.00- 100% Complete December 2012

Demolition, Site work, Excavating, Underground Storm, Sanitary, Water main and Services.

NEC Bilter Rd & Farnsworth Avenue Outlot

Dolan & Murphy, Inc.- 630-801-8800

280,000.00- 100% Complete February 2013

Wetland Storm Improvements- Sitework- build site for development

RiverEdge Blue Island Music Garden

R.C. Wegman- 630-844-3000

1,350,000.00- 100% Complete- June 2013

Sitework, Parking Lot, Excavation and Backfill, Underground Storm, Sanitary, & Water Services.

2013

Cherry Park Substation

Michel's Corporation

\$49,995.00

Transformer Pad Excavation and Substation Building (Grading and Stone Placement)

100% Complete 6/1/13

Wolf Residence

Mueller Construction

\$250,000.00- 100% Complete- 7/18/13

Site work, Excavation, Sanitary, Water and Storm Improvements for home site

Lamplight Equestrian Arena Re-design 2013

Lamplight Equestrian Center

\$941,853.17- 100% Complete

Demolition, Site work, Excavating, Retaining Wall, Underground Storm and Drain tile Improvements

100% Complete 6/1/13

Gardner School- Oakbrook Terrace

InSite Real Estate

\$23,000.00

Underground Storm Improvements

100% Complete 7/1/13

Le Meridien Hotel

Eagle Concrete, Inc.

\$49,995.00

Excavate for foundation piers and sound walls

100% Complete 10/15/13

Oakbrook Terrace Retail- Outlots 1, 2, and 3

DCS Midwest

\$868,595.00

Building Demolition, Site work, Retaining Wall(s) Landscaping, Underground Storm, Sanitary and Water Improvements

100% Complete 11/26/13

Le Meridien Hotel

Althoff Industries, Inc.

\$8,500.00

Excavate for underground storm and sanitary pipes

100% Complete 12/1/13

2014

Blackwell Forest Preserve Pump House

Dupage Country Forest Preserve

3S580 Naperville Rd.

Wheaton, IL 60189

Demolition of Existing Pump House and Storm Drainage

\$125,000.00 Completed 4/15/14

Parkview Elementary School

4200 Lake Street

Morton Grove, IL

Nicholas & Associates, Inc.

Improvements to Underground Storm and Water for Proposed Addition

\$165,000.00 Completed 8/15/14

Northern Illinois University

218 Normal Drive

DeKalb, IL

Chiller Line Improvements to Davis Hall

McCauley Mechanical, Inc.

\$87,850.00 Completed 7/18/14

Noah Event Center

103 Shuman Blvd.

Naperville, IL

Site work, Excavation, Underground Storm Trap, Sanitary and Water Improvements

\$365,000.00 Completed 11/28/14

Embassy Suites

1823 Aribert Court

Naperville, IL

Sanitary Improvements and Site work Development

Humphreys & Associates, Inc

\$104,000.00 Completed 12/31/14

Aldi Headquarters

1200 N. Kirk Road

Batavia, IL

Underground Storm and Water Improvements at Parking Lot

\$125,000.00 Complete 12/31/14

2015

Arlington Heights Transitional Care Facility

ARCO Construction Company

\$810,000.00

Select Pavement Demolition, Site work, Excavation and Underground Storm, Sanitary and Water Improvements.

100% Complete

Completion Date: 4/1/15

DCS Midwest, Inc.

Specialties Café & Bakery

17W626 Butterfield Rd.

Oakbrook Terrace, IL

Parking Lot, Build Pad, Underground Storm, Sanitary and Water Improvements

\$243,000.00

100% Complete

Completion Date: 10/20/15

Oakbrook Terrace Police Station/ City Hall

17W275 Butterfield Rd.

Oakbrook Terrace, IL

Harbour Contractors, Inc

23830 West Main St.

Plainfield, IL 60544

815-254-5500

Underground Storm, Water and Sanitary Improvements

\$280,000.00

100% Complete

Completion Date: 11/11/15

Village Green Drainage Improvements

1 Friendship Plaza

Addison, IL 60101

Village of Addison

Underground Storm Improvements

\$169,000.00

100% Complete

Completion Date: 10/25/15

Illinois State Toll Highway Authority

Maintenance Building M-11 and Maintenance Building M-12

CONTRACT RR-15-4229

\$1,860,000.00

100% Complete

Completion Date: 11/25/15

2016**Producers Chemical**

Excavation and Underground for Tank Pad

MTI Construction Service

328 Eisenhower Lane North

Lombard, IL 60148

847-742-7200

100% Complete

Completion Date: 4/20/16

Illinois State Toll Highway Authority

Elgin O'Hare Western Access Building Demolition

CONTRACT I-14-4632

\$2,238,000.00

100% Complete

Completion Date: 6/15/16

2016

Orchard Road Drainage System Modification

Kane County Division of Transportation

\$169,210.00

100% Complete

8/10/16

St. Charles Residential Demolition

Village of St. Charles

3-Homesites Demolitions Various Locations

\$72,000.00

100% Complete

10/1/16

Iron Gate Motor Condos Phase 2A

Retail Center and Commercial Outlot

Sequoia General Contracting, Inc.

1585 Beverly Court, Unit 109

Aurora, IL 60502

630-499-1000

Site work, Excavation and Underground Improvements

\$213,000.00

100% Complete 11/15/16

Illinois State Toll Highway Authority

IL Tollway Building Demo

CONTRACT I-15-4652

\$866,429.00

100% Complete 12/31/16

2017

RUSH Copley Hospital Garage Addition

Underground Sanitary, Water and Storm Improvements

\$169,000.00

RC Wegman Construction Co.

750 Morton Ave.

Aurora, IL

6/1/17

Butterfield Point Retail Center

Select Demolition, Site work and Excavation

17W615 Butterfield Rd.

Oakbrook Terrace, IL 60181

\$169,000.00
Kline Construction, Ltd.
100% Complete 11/15/17

Illinois State Toll Highway Authority
IL Tollway
IL TOLLWAY RR-17-4286
\$395,000.00
90% 12/15/17

Illinois State Toll Highway Authority
IL Tollway
IL TOLLWAY RR-17-4287
\$652,000.00
90% 12/15/17

Marquardt Performing Arts Addition
1860 Glen Ellyn Rd.
Glendale Heights, IL 60139
\$518,000.00
IHC Construction Company
100% 11/30/17

2018

Arlington Heights Police Station
Riley Construction Company
\$1,105,450.00
Site Work, Excavation and Underground
100% Complete
Completion Date 12/1/18

Funway Go-Kart and Mini Golf Addition
Windmill Entertainment, Inc.
Sitework, Excavation and Underground
\$420,000.00
100% Complete
11/15/18

Kane County Building Department
Homesite Demolition
1108 Sixth Ave.
Aurora, IL 60504
\$12,000.00

2019

Iron Gate Motor Condos

Iron Gate Motor Condos, Inc.

\$1,376,000.00

Site work, Excavation and Underground Storm, Sanitary and Water Improvements.

100% Complete

Completion Date: 12/31/19

Tollway Building Demo I-18-4369

Building Demolitions

Various locations along I-294 (Willow Springs, Hodgkins, and Countryside)

\$1,003,000.00

Tollway Building Demo I-18-4423

Building Demolitions

Various locations along I-294 (Schiller Park, Hinsdale, Indian Head Park)

\$985,000.00

Rolling Meadows Fire Station #15

R.C. Wegman Construction Company

Site Utilities, Sanitary, Storm and Water

100% Completed

\$410,000

6/1/2019

Reladyne, Chicago Heights, IL

Blue Water Builders, Inc.

Select Demolition, Excavation and Site Utilities

\$304,500

100% Completed

4/20/2019

Retail Center Improvement

920 N. Meacham Rd.

Mt. Prospect, IL

\$125,000

Directional Bore Watermain Under Rt. 83

100% Complete

12/31/2019

INLAD Truck and Van

Permeable Paver Parking Lot

980 N. Lombard Rd.

Lombard, IL

\$129,350

100% Complete 4/20/20

2020

Tollway Building Demo I-19-4453

Building Demolitions

Various Locations along I-294 (Hinsdale and Elmhurst)

\$1,103,271

100% Completed

Maine SD 63, Early Learning Center

IHC Construction

East Maine Early Learning Center

10000 Dee Road

Des Plaines, IL

1,950,915.00

Sitework, Site Utilities, Sanitary, Storm and Water

100% Completed

Queen Bee School District 16

Riley Construction

(4) Various Schools- Sitework

Americana Elementary School

Glen Hill School

Glenside Middle School

Pheasant Ridge Primary School

Glendale Heights, IL

\$844,000

100% Completed

Gripple, Inc.

1611 Emily Lane

Aurora, IL

Sitework and Underground

\$177,200.00

90% Completed

2021

SD57- Lions Park Elementary School

300 E. Council Trail

Mt. Prospect, IL

Nicholas & Associates, Inc.

Sitework & Underground

\$265,000.00

Oswego Park District- Boulder Pointe

0 Boulder Hill Pass

Oswego, IL

Leopardo Companies, Inc.

Sitework & Underground

\$205,000.00

Fox Valley Park District

Fox Valley Ice Arena Floor Demo

1900 Kirk Road

Geneva, IL

American Arena, Inc.

\$128,140.00

Arena Floor Demo

Veridian Weir

2250 Progress Parkway

Schaumburg, IL

UP Construction, Inc.

Sitework

\$80,000.00

Iron Gate Motor Condo Phase 2A & 2B

2112 Ferry Rd.

Naperville, IL

Sitework, Underground Sanitary, Water and Storm

\$599,000.00

Village of Hanover Park

2021 Storm Improvements

Various Locations

\$86,785.00

DuPage County Forest Preserve

St. James Farm Drainage Improvements

Various Locations

\$86,120.00

2021 Cont.

City of Aurora Property Standards

Building Demolition

914 Claim St.

Aurora, IL

\$9,000.00

Lampheres Furniture Warehouse

Lean-to Building Demolition

200 E. Galena Blvd.

Aurora, IL

\$14,995.00

Little Church By The Wayside

Guild Building Demolition

32W128 W. Army Train Rd.

Wayne, IL 60184

\$34,950.00

2022 Projects Currently Under Contract- NOT COMPLETED

City of Elgin

2021 Water Main Improvements

Various Locations

1100 L.F. New Water Main

\$527,400.00

Culver's Wheaton

908 E. Roosevelt Rd.

Wheaton, IL 60187

McCon Building Corp.

Building Demo, Sitework, Site Utilities

\$619,500.00

Client References

Iron Gate Motor Condos- Tom Burgess- 630-258-9279

DCS Midwest- Mark DiGanci- 847-885-5866

Leopardo Companies- Jeff Montanari- 331-210-1534

Village of Oakbrook Terrace- Craig Ward- Director of Public Works (630) 941-1651

Bank References

US Bank

21 North Third Street

Geneva, IL 60134

(630) 232-7475

Trade References

Lafarge NA, Inc.- 847-514-0912

Welch Brothers, Inc.- 847-741-6134

Mid American Water- 630-851-4500

OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Fox Excavating Inc.
1305 S. River Street, Batavia, IL 60510-9648

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio 44251

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of North Aurora
25 E. State Street, North Aurora, IL 60542

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of the attached bid
Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sanitary Sewer Extension at 16 & 18 N. Cherrytree Court

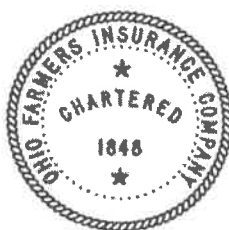
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of August 2022.

Fox Excavating, Inc.

(Principal) (Seal)

By: [Signature] President
(Title)



Ohio Farmers Insurance Company

(Surety) (Seal)

[Signature]
Cathie M. Demitropoulos (Title)

Printed in cooperation with the American Institute of Architects (AIA) by the Ohio Farmers Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1212962 02

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of August A.D., 2022



Frank A. Carrino, Secretary



Illinois Department of Transportation

Certificate of Eligibility

Fox Excavating, Inc.
1305 South River Street BATAVIA, IL 60510

Contractor No 566C

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,500,000.00

001	EARTHWORK	\$1,500,000
012	DRAINAGE	\$1,500,000
034	DEMOLITION	\$950,000

Fox Excavating
1305 S. River St.
Batavia, IL 60510

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/9/2022 TO 2/28/2023 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/9/2022.


Engineer of Construction



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: June 22, 2022

Re: Consideration of an Agreement to perform a Flow Modeling Study in the Amount of \$118,976.00

The purpose of a flow modeling study is to accurately determine the amount of water the Village can supply through its distribution network. The flow model is built by collecting physical properties of the water system like: production available from wells, capacity of the treatment plants, height of the water towers, and diameters and lengths of pipes. This data is entered into a computer program that performs calculations used to provide information about the water system. The model output is then calibrated with field observations to confirm its accuracy. The flow model is a valuable tool that can be used to simulate existing and future conditions. Simulating existing conditions is useful to determine if the Village has the capacity to supply water to high volume users. This has recently become a concern with two developments in town. The study can also simulate specific events like how the system responds if there were a fire at a certain location. It can be used to evaluate the adequacy of treatment and supply capacity. The model will be also be used to assist in the development of a Water Capital Improvement Plan and provide necessary information used for evaluating the current water rates.

In the future, the flow model will evolve as the Village water system improves and as new users are added to the system. After the initial model is developed new information will be provided to the consulting engineer and added on an annual basis. This would include information from new users and well as Village infrastructure projects. The agreement is structured so that the Village has access to the modeling data should we choose to work with a different consulting engineer.

The Village has chosen to utilize Engineering Enterprises, Inc. (EEI) to perform the flow modeling study. In the past, EEI has participated in the Village's qualifications based selection process for engineering services for Village infrastructure projects and was determined to be the most qualified firm. Since then they have worked with the Village on numerous projects. EEI designed Village water infrastructure projects including Maple and Elm Water Main Replacement Project and Well #5 Pump and Motor Rehabilitation Project. Additionally they have completed the Water System's Risk and Resilience Assessment (RRA), developed the Emergency Response Plan (ERP), performed a

review of the Water Tower design, and are currently developing the Lead Service Line Replacement Plan (LSLR). EEI has extensive experience with the Village's water system and has performed well on past projects.

Staff believes that a flow modeling study is a valuable investment in understanding the Village water system. The flow model is a valuable tool that will determine with certainty the capacity available for new developments and plan for future improvements to the system. Prior to understanding the magnitude of the scope of work necessary, staff had budgeted \$40,000 based on a proposal in 2019 that had a smaller scope and was never initiated. It is the staff recommendation to approve the agreement to perform a flow modeling study with EEI in the amount of \$118,976. The water fund has adequate funding to support the higher cost of the study.



June 21, 2022

Mr. Brandon Tonarelli, PE, CFM
Village Engineer
Village of North Aurora
25 East State Street
North Aurora, IL 60542

***RE: Professional Services Agreement
Water Distribution System Model Development and Verification***

Dear Mr. Tonarelli:

In accordance with your request, enclosed please find our proposal for engineering services for the above referenced project. Our proposed work items and costs are summarized in the attached Scope of Services and Estimate of Level of Effort and Associated Cost. Also enclosed is the proposed project schedule. We propose to provide our professional engineering services to complete the scope of work for a fixed fee amount of \$118,900.

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

Respectfully Submitted

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink that reads 'Michele L. Piotrowski'.

Michele L. Piotrowski, PE, LEED AP
Senior Project Manager / Principal

Pc: BPS, JAM, JTW – EEI (via e-mail)

Agreement for Professional Services
Water Distribution System Modeling and Verification

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C, in the fixed fee amount of \$118,900. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2022 Standard Schedule of Charges

L. Notices:

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

For the Village:

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

For the Contractor:

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

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

Agreed to this ____ day of _____, 2022.

Village of North Aurora

Engineering Enterprises, Inc.:



Michele L. Piotrowski, P.E., LEED AP
Senior Project Manager / Principal

Mark Gaffino
Village President



Angela R. Smith
Executive Assistant

Jessi Watkins
Village Clerk

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B – SCOPE OF SERVICES
WATER DISTRIBUTION SYSTEM MODELING AND VERIFICATION
Village of North Aurora, Kane County, IL

The Village of North Aurora intends to develop and verify a water model of the existing water works system, including updated historical water demand analysis, field testing, and verification of an extended period simulation model. The Village's goals are to utilize the model for the following:

1. Determine water main size and general available flows/static pressures for new developments.
2. Determine/Confirm proposed water main sizing when replacing water main.
3. Better understand the strengths and weaknesses in capacity of the existing system.
4. The model will be set up to accommodate the development of a potential future unidirectional flushing program.
5. The model will be set up to accommodate the development of potential future water quality modeling.
6. Recommendations for distribution system improvements for the existing system (if applicable)
7. Determine water supply and treatment and storage adequacy (Needs Assessment Calculations)
8. Determine and prepare future distribution plan
9. Determine specific needs to serve the Aurora Packing Development

The following list of work items establishes the scope of engineering services for this project:

0. PROJECT FACILITATION

- Project Management and Administration – Includes Management of Personnel and the Engineering Contract, Budget Tracking, and Updates at Internal Meetings
- Project Initiation and Four (4) Progress Meetings (Five (5) Meetings Total)

1. BACKGROUND INFORMATION AND MODEL DEVELOPMENT

- Coordinate RFI with Village
 - Coordinate with Village to obtain GIS water system data
- Develop Water Model Skeleton
 - Input/Verify Pipe Info, Connectivity, and No Double Pipes
 - Input/Verify Junctions and Associated Data & Associated Elevations
 - Input Water Facilities (Tanks, Wells, and Pump Stations)
 - Input Elevations Based on Kane County GIS Contour Data
- Review Historical Water Use Data and Prepare Updated Historical Water Usage Summary (Last 5 Years) and Enter Demands in the Model
- Obtain and Input SCADA Data (Setpoints for Tank Levels, Pumps On/Off, Valves Closed, etc.), including Trend Data of Water Demands Over Time to Evaluate Daily / Diurnal Flow Patterns
- Obtain Facility Drawings and Incorporate Additional Information into Model
- Develop Current Conditions/Baseline Scenarios to Review:
 - Peak Hour Demand (Pressures/Pipe Velocities, Headlosses)
 - Max Day Demand + Fire Flow (Pressures/Pipe Velocities, Headlosses)

- Obtain and Input Annual Billed Water Use Data by Customer (GIS/geocoded) and Import and Confirm/Allocate Demands within the Steady State Model
- Prepare Population Projections and Coordinate with Village
- Prepare Future Water Use Demands
- Complete/Update Needs Assessment Evaluation for Existing and Future Water Supply and Storage

2. FIELD TESTING & MODEL VERIFICATION

- Coordinate and Observe Water Main Capacity/Flow Testing
 - Subconsultant Conducts Flow Testing & Prepares Summary Report (Assume 2 Days of Testing)
- Coordinate/Meet with Village Staff to Conduct Site Visits to Review Existing Facilities (Wells, High Service Pump Stations, Receiving Stations, etc.) and Operations
- Model Verification Based on Filed Testing
- Initial Model Verification Based on Field Testing
- High Service Pump Curve Testing (Assume 2 Days in Field plus Office Preparation)
- Evaluate/Update Head Capacity Curves for All High Service Pumps Based on Current Pump Conditions and Field Testing
- Model Verification Based on Field Testing

3. EXISTING WATER WORKS SYSTEM EVALUATION (SS)

- Evaluate the strength and capacity of the existing water distribution system based on:
 - System pressure
 - Headloss rates
 - Velocity through the pipes
 - Fire flow capacity.

Simulations will be performed for maximum day demand and peak hour demand conditions. EEI will identify distribution system deficiencies based on the verified water model.
- Develop a Maximum of Four (4) Exhibits to Demonstrate the Evaluation
- Recommend up to five (5) distribution pipe improvements, if applicable, to improve the system efficiency

4. FUTURE WATER DISTRIBUTION SYSTEM PLAN DEVELOPMENT

- Define Planning Area
- Define Distribution System Improvements for Planning Area
- Model Future Distribution System Improvements
- Develop and Input Future Water Demands Into Water Model
- Optimize Future Water Main Network
- Develop Master Plan Exhibit for Water Works System Improvements
- Develop Cost Estimates For Key Distribution System Improvements
- Identify Water Distribution Needs Specific to the Aurora Packing Development

5. SUMMARY REPORT OF WATER MODEL UPDATE AND VERIFICATION

- Prepare Draft Report
- Village Review of Draft Report
- Prepare Final Report (Incorporating Village Staff Comments)

The above scope of services for the Water Model Verification and associated analysis includes the following exclusions:

- Additional flow testing beyond two (2) days is excluded. Additional flow testing may be recommended depending on findings/analysis of first few rounds of testing, and after coordination with/investigation by Village Staff (e.g. checking for closed valves).
- A presentation to the Village Board.
- Groundwater Modeling and Investigation (ISWS partnership)
- Modeling for future individual sites/developments beyond Aurora Packing
- On-going maintenance of the model and analyzing scenarios
- C-Factor testing for model verification purposes

The above scope for the “WATER DISTRIBUTION SYSTEM MODELING AND VERIFICATION” summarizes the work items that will be completed for this contract. Additional work items, including additional water modeling analysis of specific areas or proposed improvements and additional meetings beyond those defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES											
CLIENT						PROJECT NUMBER					
Village of North Aurora						NO2206					
PROJECT TITLE						DATE				PREPARED BY	
Water Distribution Sytem Modeling and Verification - Phase 1						6/20/22				MLP	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPM	SPS II	SPT I	ADMIN	HOURS	COST
		PERSON	MLP	CRW	KA						
		RATE	\$223	\$194	\$154	\$216	\$183	\$149	\$70		
PROJECT FACILITATION											
0.01	Project Management and Administration		2	8						10	\$ 1,998
0.02	Project Initiation and Progress Meetings (5 Total)		15	15	15					45	\$ 8,565
Project Facilitation Subtotal:			17	23	15	-	-	-	-	55	\$ 10,563
BACKGROUND INFORMATION AND MODEL DEVELOPMENT											
1.01	Coordinate RFI With Village			2	6					8	\$ 1,312
1.02	Develop Water Model Skeleton		4	8	24					36	\$ 6,140
1.03	Review Historical Water Use Data and Prepare Updated Historical Water Usage Summary (Last 5 Years) and Enter Demands in the Model			1	4					5	\$ 810
1.04	Obtain Facility Drawings and Incorporate Additional Information/Elevations/Pump Curves into Model			1	8					9	\$ 1,426
1.05	Obtain and Input SCADA Data (Setpoints for Tank Levels, Pumps On/Off, Valves Closed, etc.)			16	24					40	\$ 6,800
1.06	Develop Current Conditions/Baseline Scenarios to Review		1	2	8					11	\$ 1,843
1.07	(GIS/geocoded) and Import and Confirm/Allocate Demands within the Steady State Model		1	4	16					21	\$ 3,463
1.08	Prepare Population Projections and Coordinate with Village		1	1	1					3	\$ 571
1.09	Prepare Future Water Use Demands		1	1	2					4	\$ 725
1.10	Complete/Update Needs Assessment Evaluation for Existing and Future Water Supply and Storage		1	2	6					9	\$ 1,535
Background Information and Water Model Development Subtotal:			9	38	99	-	-	-	-	146	\$ 24,625
FIELD TESTING & MODEL VERIFICATION											
2.01	Coordinate and Observe Water Main Capacity/Flow Testing (2 Days of Testing)			4	24					28	\$ 4,472
2.02	Prepare for and Conduct Site Visits to Review Existing Facilities (Wells, High Service Pump Stations, Receiving Stations, etc.) and		4	8	8					20	\$ 3,676
2.03	Initial Model Verification Based on Field Testing		2	4	16					22	\$ 3,686
2.04	High Service Pump Curve Testing (Assume 2 Days in Field plus Office Preparation)			4	20					24	\$ 3,856
2.05	Evaluate/Update Head Capacity Curves for All High Service Pumps Based on Current Pump Conditions and Field Testing			4	8					12	\$ 2,008
2.06	Model Verification Based on Field Testing		4	8	16					28	\$ 4,908
Field Testing and Model Verification Subtotal:			10	32	92	-	-	-	-	134	\$ 22,606
EXISTING WATER WORKS SYSTEM EVALUATION											
3.01	Evaluate the strength and capacity of the existing water distribution system based on System Pressure, Headloss, Pipe Velocity, and Fire Flow Availability		1	4	24					29	\$ 4,695
3.02	Develop a Maximum of Four (4) Exhibits to Demonstrate the Evaluation			1	4			16		21	\$ 3,194
3.03	Recommend up to five (5) distribution pipe improvements, if applicable, to improve the system efficiency		4	6	12			12		34	\$ 5,692
Existing Water Works System Evaluation Subtotal:			5	11	40	-	-	28	-	84	\$ 13,581
FUTURE WATER DISTRIBUTION SYSTEM PLAN DEVELOPMENT											
4.01	Define Planning Area		1		1			1		3	\$ 526
4.02	Define Distribution System Improvements for Planning Area		2	4	8			4		18	\$ 3,050
4.03	Model Future Distribution System Improvements			4	16					20	\$ 3,240
4.04	Develop and Input Future Water Demands Into Water Model			2	8			2		12	\$ 1,918
4.05	Optimize Future Water Main Network		2	4	12					18	\$ 3,070
4.06	Develop Master Plan Exhibit for Water Works System Improvements		1	4	8			16		29	\$ 4,615
4.07	Develop Cost Estimates For Key Distribution System Improvements		4	8	24					36	\$ 6,140
4.08	Identify Water Distribution Needs Specific to the Aurora Packing Development		4	6	12					22	\$ 3,904
Future Water Distribution System Plan Development Subtotal:			14	32	89	-	-	23	-	158	\$ 26,463
SUMMARY REPORT OF MODEL UPDATE AND VERIFICATION											
5.01	Prepare Draft Report		6	12	40			4		62	\$ 10,422
5.02	Village Review of Draft Report		1	1	1					3	\$ 571
5.03	Prepare Final Report (Incorporating Village Staff Comments)		1	4	12			2		19	\$ 3,145
Summary Report of Model Update and Verification Subtotal:			8	17	53	-	-	6	-	84	\$ 14,138
PROJECT TOTAL:			63	153	388	-	-	57	-	661	111,976

EEl STAFF
MLP Michele L. Piotrowski, PE, LEED AP
CRW Chris R. Walton, PE
KA Kamelia Afshinnia, PhD, EI

DIRECT EXPENSES	
Vehicle Charges =	\$ 300
Material Testing =	\$ -
Main Capacity Testing =	\$ 6,700
DIRECT EXPENSES = \$ 7,000	

LABOR SUMMARY	
EEl Labor Expenses =	\$ 111,976
TOTAL LABOR EXPENSES \$ 111,976	

TOTAL COSTS	\$ 118,976
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER							
Village of North Aurora								NO2206							
PROJECT TITLE								DATE				PREPARED BY			
Water Distribution Sytem Modeling and Verification								6/20/22				MLP			
TASK NO.	TASK DESCRIPTION														
		2022						2023							
		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE		
PROJECT FACILITATION															
0.01	Project Management and Administration														
0.02	Project Initiation and Progress Meetings (5 Total)														
BACKGROUND INFORMATION AND MODEL DEVELOPMENT															
1.01	Coordinate RFI With Village														
1.02	Develop Water Model Skeleton														
1.03	Review Historical Water Use Data and Prepare Updated Historical Water Usage Summary (Last 5 Years) and Enter Demands in the Model														
	Obtain and Input SCADA Data (Setpoints for Tank Levels, Pumps On/Off, Valves Closed, etc.)														
1.04	Obtain Facility Drawings and Incorporate Additional Information/Elevations/Pump Curves into Model														
1.05	Develop Current Conditions/Baseline Scenarios to Review														
1.06	Develop Current Conditions/Baseline Scenarios to Review														
1.07	Obtain and Input Annual Billed Water Use Data by Customer														
1.08	Obtain and Input Annual Billed Water Use Data by Customer														
1.09	Prepare Population Projections and Coordinate with Village														
1.10	Prepare Future Water Use Demands														
1.11	Complete/Update Needs Assessment Evaluation for Existing and Future Water Supply and Storage														
FIELD TESTING & MODEL VERIFICATION															
2.01	Coordinate and Observe Water Main Capacity/Flow Testing (2 Days of Testing)														
	Prepare for and Conduct Site Visits to Review Existing Facilities (Wells, High Service Pump Stations, Receiving Stations, etc.) and Operations														
2.02	Initial Model Verification Based on Field Testing														
2.03	High Service Pump Curve Testing (Assume 2 Days in Field plus														
2.04	Evaluate/Update Head Capacity Curves for All High Service Pumps														
2.05	Evaluate/Update Head Capacity Curves for All High Service Pumps														
2.06	Model Verification Based on Field Testing														
EXISTING WATER WORKS SYSTEM EVALUATION															
3.01	Evaluate the strength and capacity of the existing water distribution system based on System Pressure, Headloss, Pipe Velocity, and Fire Flow Availability														
	Develop a Maximum of Four (4) Exhibits to Demonstrate the Evaluation														
3.02	Recommend up to five (5) distribution pipe improvements, if applicable, to improve the system efficiency														
3.03	Recommend up to five (5) distribution pipe improvements, if applicable, to improve the system efficiency														
EXISTING WATER WORKS SYSTEM EVALUATION															
4.01	Define Planning Area														
4.02	Define Distribution System Improvements for Planning Area														
4.03	Model Future Distribution System Improvements														
4.04	Develop and Input Future Water Demands Into Water Model														
4.05	Optimize Future Water Main Network														
4.06	Develop Master Plan Exhibit for Water Works System														
4.07	Develop Cost Estimates For Key Distribution System														
4.08	Identify Water Distribution Needs Specific to the Aurora Packing														
SUMMARY REPORT OF MODEL UPDATE AND VERIFICATION															
5.01	Prepare Draft Report														
5.02	Village Review of Draft Report														
5.03	Prepare Final Report (Incorporating Village Staff Comments)														





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2022

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

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



Memorandum

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: August 3, 2022
Re: Pedestrian Signal at Randall Road & Dogwood-Ritter Design Engineering Services Agreement with EEI

As discussed at the August 1, 2022 Committee of the Whole meeting, the Village has received a proposal from Engineering Enterprises, Inc. (EEI) for design and construction engineering services for the Pedestrian Signal at Randall Road & Dogwood-Ritter Improvements. This project would include modification of traffic signal equipment and installation of pedestrian signal heads and push buttons. Additionally, sidewalk at the intersection will be improved to meet current ADA requirements.

The engineering and construction have been budgeted for in the Capital Projects Fund. The engineering services contract prepared by EEI has been separated into three components, a design component, an outside services component, and a construction inspection component. The design component is in the amount of \$19,983. The outside services component is in the amount of \$4,256 and includes material inspection and environmental assessment. The construction inspection is estimated at \$21,702. Construction of the project is estimated to cost approximately \$60,000.

The total project is estimated to cost \$105,941. The project was budgeted for \$75,000. If the Village fills the Civil Engineer position prior to the project going to construction, the construction inspection portion of the contract could be eliminated from the engineering contract, bringing the total estimated project cost to \$84,239. There are sufficient funds in the Capital Fund to support the expenditure.

The Village Engineer and Public Works Director reviewed the professional services agreement prepared by EEI for the design and construction engineering services. It was determined that the scope outlined in the agreement is sufficient to address the needs of the project, so it is the Staff recommendation to enter into an agreement with EEI in an amount up to \$45,941.

**Agreement for Professional Services
Village of North Aurora, Kane County, IL
Pedestrian Signal at Randall Road & Dogwood-Ritter – Preliminary and Design
Engineering**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services shall include Preliminary and Design engineering for the pedestrian signal installation and ADA improvements at the intersection of Randall Road and Dogwood Drive/Ritter Street as shown on Attachment E. Additionally, Construction engineering will be provided for the improvements as shown on Attachment E. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Engineer:

Engineer shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Preliminary and Design Engineering will be paid for as a Lump Sum in the amount of \$19,983 and Construction Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$21,702. The hourly rates for this project are shown in Attachment F. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the Village shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 10%. Such outside services include, but are not limited to services to be provided by Rubino Engineering, Inc. Direct Expenses are estimated to be \$4,256.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors' consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the

repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between

the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2022 Standard Schedule of Charges
- Attachment G:** Rubino Proposal

L. Notices:

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

For the Village:

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

For the Contractor:

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

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

Agreed to this ___ day of _____, 2022.

Village of North Aurora

Engineering Enterprises, Inc.:

Mark Gaffino
Village President

Brad Sanderson, P.E.
Chief Operating Officer/President

Jessi Watkins
Village Clerk

Joseph W. Cwynar, P.E.
Senior Project Manager

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of

income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon seven (7) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such

occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

**Pedestrian Signal at Randall Road & Dogwood-Ritter
Design Engineering Services**

Attachment B – Scope of Services

Preliminary Engineering

- Project Management, Coordination, Meetings and QC/QA
 - Project Kickoff Meeting
 - Establish lines of communication.
 - Present a work plan for the project including schedule milestones, design criteria and a list of information needed from the Village to begin design.
 - Acquire existing information from the Village including previous reports, plans of recent development and relevant site information
 - Project Coordination
 - Project Management
 - Project Scheduling
- Survey and Data Collection
 - Perform Topographic Survey along Randall Road and Dogwood Drive/Ritter Street, including all sidewalks, traffic signal equipment, roadway centerline, edge of pavement/shoulder, curb and gutter, pavement markings, median noses, signs, rim elevations of existing drainage and utility structures, culvert inverts, fence, and power poles.
- EcoCAT Submittal and CCDD
 - Perform EcoCAT Submittal
 - CCDD and 662 form (Rubino)
- Utility Coordination
 - Perform Design J.U.L.I.E. ticket.
 - Review and inventory existing utility information to identify potential conflicts
 - Coordination with all public utilities
- Traffic Capacity Analysis
 - Perform traffic capacity analysis for the traffic signal at Randall Road and Dogwood Drive/Ritter Street, including the effects of the new pedestrian signals on the existing Village-owned traffic signal.

Design Engineering:

- Project Management, Coordination, Meetings and QC/QA
 - Project Comment Review Meetings (2 Meetings – 1 at prefinal plans, 1 at final plans)
 - Project Coordination
 - Project Management
 - Project Scheduling
 - QC/QA will be performed throughout the project.
- Prefinal Plans, Specifications and Cost Estimates
 - Coordinate documentation for CCDD Management of soils.
 - Coordinate with Village Staff the final scope of improvements
 - Develop prefinal plans including the following:
 - Title Sheet
 - General Notes
 - Summary of Quantities
 - Alignment, Ties and Benchmarks
 - Pedestrian Signal Installation Plan (1"=20')

- Cable Plan, Sequence of Operation & Schedule of Quantities
 - ADA Details Sheets (1"=5')
 - Village Details
 - District One and IDOT Details
- Prepare bid package, and ancillary documents, including:
 - BLR12200 – Local Public Agency Formal Contract Proposal
 - BLR12200 A – Schedule of Prices
 - BLR12230 - Bid Bond Form
 - BC57 - Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR11310 – Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Prevailing Wage
- Special Provisions in IDOT format
 - Local Roads Special Provisions
 - District One Special Provisions
 - Village of North Aurora Provisions & Details
 - Status of Utilities
- Calculate Quantities and prepare prefinal Cost Estimate
 - Quantities to be organized by funding source (if necessary)
 - BDE 213 – Estimate of Cost
- Perform QC/QA review of prefinal plans, documents, and cost estimate
- Submit prefinal plans to the utility companies as necessary
- Submit prefinal plans, estimate of cost, and special provisions to the Village of North Aurora for review.
- KDOT Coordination
 - Coordination needed with Kane County Division of Transportation (KDOT). The existing traffic signal at Randall Road and Dogwood Drive/Ritter Street is likely interconnected to the Randall Road/Mooseheart Road signal (a KDOT-owned signal) 0.25 miles to the north.
 - Coordinate with KDOT the proposed pedestrian signal plans at Randall Road and Dogwood Drive/Ritter Street.
- Final Plans, Specifications and Cost Estimates
 - Update plans based on comments received on prefinal plans
 - Prepare and provide disposition of comments to the Village
 - Update summary of quantities, and estimate of cost for final submittal
 - Update special provisions for final submittal
 - Perform QC/QA review of final plans, documents, and cost estimate
 - Submit final plans, estimate of cost, estimate of time and special provisions to the Village of North Aurora and utility companies.
- Bidding, Letting and Contracting
 - Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract
 - BLR12320 – Local Public Agency Formal Contract
 - BLR12321 – Contract Bond
 - Bid Tab
 - Contractor's Certificate of Eligibility
 - Provide all submittal plans to the Village and Utility Companies in 11" x 17" format and specifications in 8-1/2" x 11" format.

Construction Engineering:

- Project Management and Contract Administration
 - Review contractor's proposed construction schedule for compliance with contract. Submittals should be included on this schedule as well as all major subcontractors.
 - Set up all forms of proper project documentation.
 - Prepare minutes for all meetings and distribute to appropriate parties.
 - Project administration and management
- Pre-Construction Conference and Status Meetings
 - Attend the Pre-Construction Conference with the Contractor
 - Host construction status meetings with the Village of North Aurora (2 meetings)
- Observation and Documentation (Assumed approximately 2 working weeks at 45 hours/week)
 - Provide a full-time resident engineer and supplemental staff as needed for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Maintain site presence at all times when the contractor is working. Disapprove any work failing to conform to the contract documents and immediately inform Village representatives. Verify that there are no deviations from the contract documents unless authorized by Village representatives.
 - Daily documentation of work tasks and calculation of installed pay items
 - Maintain submittal log and check status to ensure timely approval.
 - Maintain orderly files of all relevant project documents so that they can be easily accessed
 - Monitor adherence to specifications
 - Gather material inspection and coordinate any required testing on behalf of the Village
 - Provide guidance to the contractor when questions arise during construction
 - Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to Village.
 - Gather certified payrolls and waivers of lien
 - Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
 - Maintain daily contact with the utility companies and their contractors to monitor concurrence with proposed schedules.
 - Monitor and ensure that all OSHA safety regulations are followed by the consultant staff and sub-consultants.
 - Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
 - Monitor and document erosion control and ensure conformity with the plans, specifications, and standards.
 - Provide information to residents as required
 - Perform punch list inspections with the Village representative, provide follow up inspections and recommend acceptance when appropriate
 - Communicate activities with Village weekly, or as required based on onsite activities
- Closeout Paperwork
 - Prepare necessary closeout paperwork required by the Village of North Aurora
 - ADA compliant paperwork
- Material Testing
 - Provide Quality Assurance (QA) services in accordance with IDOT QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for all materials. Obtain and test, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA requirements. Reports shall

be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager.

- Review testing data provided by Rubino
- Record Drawings
 - Prepare record drawings
 - Submit the drawings in a hard copy and digital form

Items not included in the scope:

- Boundary survey
- Proposed Drainage and Utility Design; EEI will ensure that drainage is maintained.
- Intersection Design Study (IDS)
- Traffic signal design. It is assumed that the existing traffic signal system will remain with minor adjustments.
- Phase I Report
- No allowance for a Preliminary Environmental Site Assessment (PESA) or Preliminary Site Investigation (PSI)
- No allowance for public involvement
- No allowance for detention storage or stormwater mitigation/BMP
- Development of Plats and Legals, it is assumed that no right-of-way or easement acquisition will be required.
- Right-of-way Negotiations and Appraisals
- Design services by a landscape architect
- Any special aesthetic features or treatments
- Roadway Lighting
- Pavement cores, soil borings or Geotechnical investigations
- Pavement design, it is assumed that the existing as-builts will be utilized for HMA thickness.

**ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT						PROJECT NUMBER					
Village of North Aurora						NO2207					
PROJECT TITLE						DATE				PREPARED BY	
Pedestrian Signal at Randall Road & Dogwood-Ritter						7/11/22				RMS	
			ENGINEERING			SURVEYING		CAD	ADMIN		
TASK NO.	TASK DESCRIPTION	ROLE RATE	SPM \$216	SPE 2 \$183	PE \$154	PM \$194	SPT 2 \$159	SPT \$149	ADM \$70	HOURS	COST
PRELIMINARY ENGINEERING											
1.1	Preliminary Project Management, Coordination			2					2	4	\$ 506
1.2	Survey and Data Collection					9	14			23	\$ 3,972
1.3	EcoCAT and CCDD			1	4			2		7	\$ 1,097
1.4	Utility Coordination				4				2	6	\$ 756
1.5	Traffic Capacity Analysis			3						3	\$ 549
Insert Task Subtotal:			-	6	8	9	14	2	4	43	\$ 6,880
DESIGN ENGINEERING											
2.1	Design Project Management, Coordination			4				2	2	8	\$ 1,170
2.2	Prepare and Submit Pre-Final Plans, Specifications & Estimates, and QC/QA	1		8	24			4		37	\$ 5,972
2.3	KDOT Coordination			8						8	\$ 1,464
2.4	Submit Final Plans, Specifications & Estimates, and QC/QA	1		7	8				2	18	\$ 2,869
2.5	Bidding, Letting and Contracting			4	4				4	12	\$ 1,628
Insert Task Subtotal:			2	31	36	-	-	6	8	83	\$ 13,103
CONSTRUCTION ENGINEERING											
3.1	Project Management & Contract Administration	2		8	4					14	\$ 2,512
3.2	Pre-Construction Conference and Status Meetings			4	4					8	\$ 1,348
3.3	Observation and Documentation	2		4	90					96	\$ 15,024
3.4	Closeout Paperwork			4						4	\$ 732
3.5	Material Testing			2	2					4	\$ 674
3.6	Record Drawings						8		2	10	\$ 1,412
Insert Task Subtotal:			4	22	100	-	8	-	2	136	\$ 21,702
PROJECT TOTAL:			6	59	144	9	22	8	14	262	41,685

DIRECT EXPENSES	
Printing/Scanning =	\$ 200
CCDD (Rubino) =	\$ 2,475
Materials Testing (Rubino) =	\$ 1,581
DIRECT EXPENSES =	\$ 4,256

LABOR SUMMARY	
EEI Engin. Expenses =	\$ 34,269
EEI Survey Expenses =	\$ 5,244
EEI CAD Expenses =	\$ 1,192
EEI Admin. Expenses =	\$ 980
TOTAL LABOR EXPENSES	\$ 41,685

TOTAL COSTS	\$ 45,941
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
Village of North Aurora		NO2207	
PROJECT TITLE		DATE	PREPARED BY
Pedestrian Signal at Randall Road & Dogwood-Ritter		7/11/22	RMS

TASK NO.	TASK DESCRIPTION							
		2022						
		JUN	JUL	AUG	SEP	OCT	NOV	DEC

PRELIMINARY ENGINEERING

1.1	Preliminary Project Management, Coordination and QC/QA							
1.2	Survey and Data Collection							
1.3	Geotechnical Investigation							
1.4	Utility Coordination							

DESIGN ENGINEERING

2.1	Design Project Management, Coordination and QC/QA							
2.2	Prepare and Submit Pre-Final Plans, Specifications & Estimates							
2.3	KDOT Coordination							
2.4	Revisions and Disposition of Comments							
2.5	Submit Final Plans, Specifications & Estimates							
2.6	Bidding, Letting and Contracting							

CONSTRUCTION ENGINEERING

3.1	Project Management & Contract Administration							
3.2	Pre-Construction Conference and Status Meetings							
3.3	Observation and Documentation							
3.4	Closeout Paperwork							
3.5	Material Testing							
3.6	Record Drawings							





Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



Village of North Aurora

25 East State Street
North Aurora, IL 60542
630-897-8228



DATE:	JUNE 2022
PROJECT NO.:	NO2207
BY:	MJT
PATH:	H:\GIS\PUBLIC\NORTH AURORA\
FILE:	NO2207_Attachment E - Location Map.MXD

**ATTACHMENT E
LOCATION MAP
PEDESTRIAN SIGNALS AT
RANDALL ROAD & DOGWOOD-
RITTER**





Standard Schedule of Charges

January 1, 2022

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

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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

July 5, 2022

To: Ryan M. Sikes
Engineering Enterprises, Inc.
52 Wheeler Rd
Sugar Grove, Illinois
P: 630.466.6700

Re: Proposal – CCDD Testing
Proposed Phase II Pedestrian Signal
Installation Randall Rd and
Dogwood/Ritter Intersection
Village of North Aurora, Illinois

Proposal No. Q22.317g

Via email: RSikes@eeiweb.com

Dear Mr. Sikes,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide CCDD testing services for the above referenced project. Rubino received a request for proposal from Ryan M. Sikes of Engineering Enterprises, Inc. via email on June 28, 2022.

PROJECT UNDERSTANDING

Rubino understands that the Village of Aurora is planning the installation of pedestrian signals at the Randall Road and Dogwood/Ritter intersection. Engineering Enterprises Inc. has requested that Rubino provide CCDD Testing.

Information received:

- RFP Email from Ryan M. Sikes of Engineering Enterprises, Inc. via email on June 28, 2022.
- Drawing – “NO2207_Attachemtn D – Location Map”, Village of North Aurora, June 2022



Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide CCDD testing for the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment and/or pick-up truck with hand auger/direct push equipment.

Traffic control will consist of cones and approach signage. Flaggers are not anticipated for this project but can be provided for an additional fee.

Sampling Locations

The approximate proposed sampling locations are shown below. Rubino recommends that the sampling locations be surveyed for elevation by others prior to sampling. If the sampling locations cannot be surveyed, Rubino will locate the locations in the field by measuring distances from known, fixed site features.



Sampling Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil borings as specified below.

NUMBER OF SAMPLES OR DIRECT PUSHES	DEPTH (FEET BEG*)	LOCATION
1	5	Northwest corner of the Randall Rd and Ritter St Intersection

*BEG = below existing grade

Sampling and Soil Classification

Soil classification will be performed by observing the soil obtained in the direct push tubes or from grab samples. A brief log with soil classification as well as other notable information will be documented by Rubino after sampling.

Completion of Samples

Upon completion of sampling, the sample location will be backfilled with pea gravel or bentonite chips and capped with similar existing material. Some damage to ground surface may result from the drilling operations pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
pH's	1	Direct Push Tubes, Grab Sample

CCDD Testing – LPC 662 Only

Rubino will obtain a “Potential Impacted Property” (PIP) evaluation of the area near the proposed pedestrian signal improvements.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
- Soil Analytical Tests:
 - pH (1 total tests)
- P.E. Certification (LPC #662)

SUMMARY REPORT

Upon completion of field and laboratory work, Rubino will prepare a summary engineering report using the collected data. The report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of field and laboratory tests performed including results*
- *LPC-662 CCDD Certification, as applicable*

An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	10
Preparation of the LPC Certificate	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

CCDD Field	Location Layout / Utility / PM	\$500.00	lump sum
	Field Sampling – Geoprobe Direct Push	\$ 750.00	lump sum
CCDD 662	PIP Evaluation, pH, and LPC Form 662:	\$ 1,000.00	lump sum
		\$2,250.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Sampling and testing requirements are a function of the subsurface conditions encountered. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

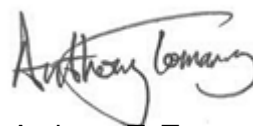
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

****This is an electronic copy. Hard Copies of this proposal are available upon request.**

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____	DAY OF _____	, 202 __.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2021 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	125.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	95.00
Administrative Assistant	Per Hour	\$	65.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:			

Depth Range		
Feet	Easy Drilling*	Hard Drilling**
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

* Less than 50 blows per foot or a Qp of 4 tsf

** 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling	Per Hour	\$	275.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	85.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	225.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	275.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
pH Testing	Each	\$	15.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger	
	PHONE (A/C, No, Ext): 630 625-5219	FAX (A/C, No): 610 537-4939
	E-MAIL ADDRESS: laurie.cloninger@usi.com	
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company	NAIC # 13056
	INSURER B: Berkley Insurance Company	32603
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0003777	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PSE0002142	09/01/2021	09/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		PSW0002789	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AEC904730502	09/01/2021	09/01/2022	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

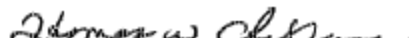
Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

Contractors Pollution Liability Coverage:

Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)

(See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 2
#S33180242/M33180212

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LXCAA

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, wilful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

July 6, 2022

To: Ryan M. Sikes
Engineering Enterprises, Inc.
52 Wheeler Rd
Sugar Grove, Illinois
P: 630.466.6700v

Re: **QA Construction Material Testing Services**
Proposed Phase III Pedestrian Signal Installation
Randall Road and Ritter/Dogwood Intersection
North Aurora, Illinois

Proposal No. Q22.318

Via email: RSikes@eeiweb.com

Dear Mr. Sikes,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA and construction material testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on June 30, 2022 and the following outlines our understanding of the requested scope of services:

General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on June 30, 2022 the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	1	Half (4 hours)
CONCRETE	1	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description							
Pedestrian Signal							
HMA	Estimate	4	1	0.5	1		
PCC	Estimate	4	1	0.5		5	1
		8	2	1	1	5	1
GRAND TOTAL = \$1,437.00		\$800.00	\$130.00	\$125.00	\$44.00	\$85.00	\$253.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE

President

michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____	() Copies To: _____
Attn: _____	Attn: _____
Email: _____	Email: _____
() Copies To: _____	() Copies To: _____
Attn: _____	Attn: _____
Email: _____	Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
Schedule of Construction Materials Testing Services & Fees through March 1, 2023 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 94.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 110.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 45.00
Sieve Analysis (Washed)	Each	\$ 90.00
Sample preparation for the above tests	Each	\$ 40.00

MATERIAL TESTER - 1 - Field inspection of uncured concrete and asphalt.

Per Hour	\$ 100.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 150.00
Per Hour Overtime Sundays and Holidays	\$ 200.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 ACORD	CERTIFICATE OF LIABILITY INSURANCE	RUBINENG DATE (MM/DD/YYYY) 9/01/2021														
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PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com															
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Berkley Insurance Company	32603	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage. Contractors Pollution Liability Coverage: Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328) (See Attached Descriptions)																																																		

CERTIFICATE HOLDER	CANCELLATION
Rubino Engineering, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**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 22-03: PARK 88 LOGISTICS CENTER PUD
AGENDA: AUGUST 15, 2022 REGULAR VILLAGE BOARD MEETING

ITEM

Approving a Map Amendment and Special Use as an Industrial Planned Unit Development for 29.43 acres of property to be known as the Park 88 Logistics Center in the Village of North Aurora

DISCUSSION

Phelan-JK/JB, Midwest, LLC is proposing to construct two speculative industrial warehouse buildings totaling 429,610 square feet on the vacant ±28 acres located between Smoke Tree Plaza and Sullivan Road east of Evergreen Drive. Access to the development will be provided via two full access drives – a new access point at Smoke Tree Plaza and the Fairview Drive entrance at Sullivan Road. The developers are labeling this project the ‘Park 88 Logistics Center.’

Original concept development plans were first introduced to staff in early 2021 by a different development group and then presented to the Village Board on two separate occasions. At the March 15, 2021 Committee of the Whole meeting, the Village Board first discussed the concept development plans. While the Village Board was generally supportive of the concept development plans, they did have concerns regarding the potential traffic impact. At the June 21, 2021 Committee of the Whole meeting, the developer solicited feedback from the Village Board on the Preliminary Traffic Review that was prepared. The Board confirmed their support of the development, but again conveyed concern regarding truck movement and traffic in the general area.

A public hearing was conducted on this item before the Plan Commission at their May 3, 2022 meeting. The Plan Commission unanimously recommended approval of Petition #22-03 subject to staff's seventeen (17) conditions.

Staff solicited feedback from the Village Board on the proposed development plans at the June 6, 2022 Committee of the Whole meeting. The Village Board was again supportive of the proposed development plans, but did ask follow up questions regarding site access and the ability to accommodate trucks at certain access points in the general area. The Village Board seemed satisfied with the responses from the developer's traffic consultant as he was able to answer their questions regarding access and area mobility.

A draft ordinance approving the industrial Planned Development was also presented to the Village Board at the June 6, 2022 Committee of the Whole meeting. The Village Board had no comments on the draft PUD ordinance.

Staff notes two changes were made to the PUD ordinance since the Board review at the June 6, 2022 COW meeting. There are no substantive changes other than replacing the language in Section 4: 'Changes to the Planned Unit Development' with the Zoning Ordinance language. This would require the Village Board to approve any minor changes to the PUD, whereas staff had the authority in the previous draft. Also, condition (a) was also updated to allow the Village Engineer authority to approve any traffic improvements made on Sullivan Road adjacent to the development's entrance. This was done as the current configuration is a full-access intersection and any changes required by the City of Aurora would most likely be a 'less intense' configuration, possibly a right-in, right-out configuration. Staff notes the City of Aurora is still in the process of reviewing access at Sullivan Road.

**STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR**

GENERAL INFORMATION

Meeting Date: May 3, 2022

Petition Number: #22-03

Petitioner: Phelan-JK/JB, Midwest, LLC

Location: The subject properties are generally located between Smoke Tree Plaza and Sullivan Road, east of Evergreen Drive.

Property Index Numbers: 15-09-251-001, 15-09-252-001,-002,-003,-004,-005,-006,-007 & 15-09-201-033

Development Size: ±28 acres

Requests: 1) Map Amendment to establish the O-R-I Office, Research and Light Industrial Zoning District 2) Special Use - Planned Unit Development with deviations to the Zoning Ordinance 3) Site Plan Approval 4) Preliminary Final Plat of Subdivision

Current Zoning: B-2 General Business District; E-R Estate Rural Residence District; O-R Office and Research District

Current Land Use: Vacant Land

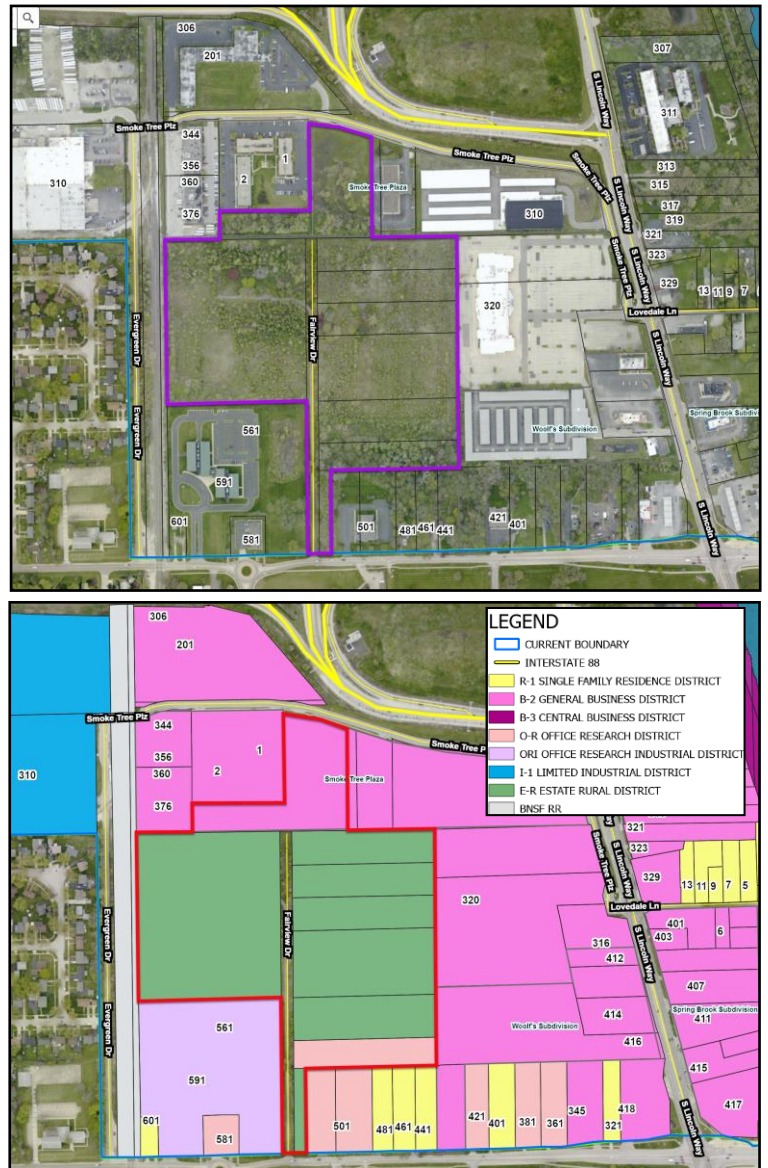
Comprehensive Plan Designation: 'Office/Industrial'

PROPOSAL

Phelan-JK/JB, Midwest, LLC is proposing to construct two speculative industrial warehouse buildings totaling 429,610 square feet on the vacant ±28 acres located between Smoke Tree Plaza and Sullivan Road east of Evergreen Drive. Access to the development will be provided via two full access drives – a new access point at Smoke Tree Plaza and the Fairview Drive entrance at Sullivan Road. The developers are labeling this project the 'Park 88 Logistics Center.'

BACKGROUND

The development of the subject properties with industrial warehouse building(s) has been discussed for over a year. Original concept development plans were first introduced to staff in early 2021 by a different development group. After refining their original concept plans to improve access and internal site circulation, the updated concept plans including two industrial warehouse buildings (earlier plans



included one large warehouse building) with a central access drive directly linking Sullivan Road and Smoke Tree Plaza, was created. Having two buildings with a central access drive and loading docks oriented towards the interior of the property was viewed as being the ideal plan as business activities would be confined to the center of the site, thus reducing any impact the business operations could have on surrounding properties.

At the March 15, 2021 Committee of the Whole meeting, the Village Board first discussed the concept development plans. While the Village Board was generally supportive of the concept development plans, they did have concerns regarding the potential traffic impact, specifically truck traffic entering and exiting the property utilizing Smoke Tree Plaza from Route 31 at Lovedale Lane. Staff notes the access plan included as part of that concept plan discussion specified trucks using the Smoke Tree Plaza entrance and only passenger vehicles utilizing the Sullivan Road entrance.

In order to provide the Village Board with specific information relative to their traffic concerns, the developer consulted with traffic engineers to perform a Preliminary Traffic Review. The intent of their review was to provide information on the estimated traffic to be generated by the development, a review of the proposed access and circulation system, and a review the truck routes to and from the development. At the June 21, 2021 Committee of the Whole meeting, the developer solicited feedback from the Village Board on the Preliminary Traffic Review that was prepared. According to the updated access plan, inbound truck traffic could enter the site from the south via Sullivan Road and exit to the north onto Smoke Tree Plaza. Passenger vehicles could also take access from either entrance to the site. The Village Board seemed supportive of the use of the Smoke Tree Plaza entrance for truck traffic, but was skeptical of the use of Sullivan Road for trucks.

Per a 2003 Intergovernmental Agreement between the City of Aurora and the Village of North Aurora, the City of Aurora maintains jurisdiction of Sullivan Road, which is classified by the City of Aurora as a city truck route. The petitioner has met with the City of Aurora to discuss a full access point to the development at the Fairview Drive entrance. Such discussions are ongoing and will most likely require geometric improvements to allow full access in close proximity to the roundabout at Highland Ave.

REQUESTED ACTIONS

Map Amendment to establish the O-R-I Office, Research and Light Industrial Zoning District

The development consists of eight (8) parcels. The petitioner is requesting a map amendment (“rezoning”) to change the zoning of Parcels #1-7 to the O-R-I Office, Research and Light Industrial District. Parcels #1-6 currently comprise of properties located in the E-R Estate Rural District. The parcels are designated E-R District by default due to the elimination of the A – Agricultural District in 2013 when the Zoning Ordinance was updated. Parcel #7 is currently located in the O-R Office Research District. The northernmost parcel adjacent to Smoke Tree Plaza (Parcel #8) is located in the B-2 General Business District and would be subdivided to allow a portion (Lot 2) to remain in the B-2 District in order ensure future commercial use of the property. The remainder of Parcel #8 would be rezoned to the O-R-I District. According to the Zoning Ordinance: *The purpose of the O-R-I Office and Light Industrial Research District is to provide for the grouping of office, research and light industrial uses compatible in scope of services and methods of operation.*



Contiguous Zoning

North: B-2 General Business District, **South:** O-R Office Research District, O-R-I Office Research Industrial District, and R-1 Single Family Residence District, **East:** B-2 General Business District, **West:** BNSF Railroad Right-of-Way and B-2 General Business District

Comprehensive Plan Land Use Recommendations

The Comprehensive Plan designates the subject properties as ‘Office/Industrial’, which is consistent with the O-R-I Office, Research and Light Industrial District.

The proposed development area is included as part of a subarea listed in the Comprehensive Plan’s Commercial and Industrial Areas Plan: *This industrial area includes a large distribution facility and vacant land accessed by Smoketree Lane, Fairview Drive and Evergreen Drive. The Village should encourage key roadway improvements, landscaping treatments, and signage. Potential roadways improvements include extensions of Fairview Drive to Smoketree Lane, and Smoketree Lane west to provide access to additional industrial properties. Access to this area should be encouraged from Evergreen Drive.*

The specific parcels associated with the proposed development are also referenced in the Comprehensive Plan’s IL Route 31 South End Subarea Plan: *There is a large area of undeveloped land, north of Sullivan Road west of the movie theatre. Recommended street improvements would open this entire area up for development. The Village should remain flexible with regard to potential new development for this site. While most areas of the Village have a clear land use preference, as designated on the Land Use Plan, a number of uses could be considered appropriate for these specific parcels. Proximity to the Interstate, commercial uses, and the Provena/Mercy Hospital Complex could all impact land use decisions. For these reasons different land uses and a more flexible approach to development should be considered. Regardless of the use, the primary goal for the Village should be to support high-quality, attractive, well-designed development.*

Special Use –Planned Unit Development with deviations

Per Section 17.5.4 of the Zoning Ordinance, any nonresidential or multiple-family parcel or parcels of land two acres or more in size shall be required to be a planned unit development. The total site area for the proposed development is ±28 acres and the use considered nonresidential. The following table illustrates the proposed bulk regulations and bulk regulations required of the O-R-I Office, Research and Light Industrial District:

Bulk Regulations	Proposed	O-R-I District
Lot Area, Minimum	29.42 acres (Post Subdivision)	2 acres
Lot Width, Minimum	114.13 ft. (@ Sullivan Road) 167.27 ft. (@ Smoke Tree Plaza) ±1,245 ft. (Development Interior)	150 ft.
Building Height, Maximum	Building A = 45 ft. Building B = 43 ft.	50 ft.
Floor Area Ratio (FAR), Maximum	n/a	None
Lot Coverage, Maximum	35%	60%

Lot Width (Zoning Ordinance Deviation Required)

The Zoning Ordinance defines Lot Width as *the minimum horizontal distance between the side lot lines of a lot measured at the required front yard setback line*. The front yard setback in the O-R-I District is 30 feet. While the actual size of the development area is considerably wide, the access point on Sullivan Road would be 114.13 feet in width where 150 feet is required per the O-R-I District. That portion of the property is not intended to accommodate a building, but rather the access drive that eventually leads to the development.

Yard Regulations

The configuration of the Park 88 Logistics Center boundaries are atypical in that there are no clearly-defined front, rear and side yards. After review of the yard areas it does not appear that any deviations would be required. Section 17.2.4 of the Zoning Ordinance grants authority to the Community Development Director *to receive, review and make decisions on zoning interpretations*. With respect to setback and yard dimensions required as part of the Park 88 Logistics Center, the Community Development Director has made the final determination:

All setback and yard dimensions shall be governed by the Preliminary Site Plan, prepared by Pinnacle Engineering Group, dated April 6, 2022. In no event shall any improvements be constructed closer to the adjacent property line than what is included on the Preliminary Site Plan.

Site Plan Approval

Per Section 17.4.4(B) of the Zoning Ordinance, site plan review shall be required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved.

After refining their original concept plans to improve access and internal site circulation, the updated plans now include two industrial warehouse buildings (earlier plans included one large warehouse building) with a central access drive directly linking Sullivan Road and Smoke Tree Plaza. Having two buildings with a central access drive and loading docks oriented towards the interior of the property was viewed as being the ideal plan as business activities would be confined to the center of the site, thus reducing any impact the business operations could have on surrounding properties.

Preliminary Final Plat of Subdivision

A Plat of Subdivision, known as the Final Plat of Subdivision Park 88 Logistics Center, is being proposed. Lot 1 of the Park 88 Logistics Center would consist of the entirety of the development and be 29.42 acres in area. As previously mentioned, Lot 2 would be created through the subdivision of Parcel #8 in order ensure future commercial use of the property and would be 1.2 acres in area. An access easement would be granted to Lot 2 in order to allow any future development to utilize the proposed access to the Park 88 Logistics Center, thus reducing the amount of curb cuts in that general area. The additional land area included in the overall development can be attributed to the vacation of Fairview Drive. Fairview Drive is a north/south right-of-way that was once used as an access drive into the property from Sullivan Road. As part of the vacation of Fairview Drive, the Village would no longer be responsible for the right-of-way, which is currently in a state of deterioration. Fairview Drive would essentially become the private access drive for the development.

FINDINGS

The Community Development Department finds that the information presented in Petition #22-03 **meets** the Standards for Map Amendments, Specials Uses, Site Plan Review and Planned Unit Developments as set forth in the Zoning Ordinance. Based on the above considerations, Staff recommends the Plan Commission make the following motion recommending **approval** of Petition #22-03, subject to the following conditions:

1. Any traffic improvements made on Sullivan Road adjacent to the development's entrance shall be to the satisfaction of the Village of North Aurora and the City of Aurora.
2. In no event shall any improvements be constructed closer to the adjacent property line than what is included on the Preliminary Site Plan, prepared by Pinnacle Engineering Group, dated April 6, 2022.
3. The use of guardhouses and driveway gates shall be prohibited in order to allow on-site traffic to flow freely and prevent spillover onto adjacent streets and properties.
4. Semi trucks shall be prohibited from parking or idling on the perimeter access drives, passenger vehicle parking lots, and passenger vehicle drive aisles.
5. On-site management shall effectively monitor and regulate all on-site trucking activities in order to minimize any light, sound and odor emissions as well as any other performance standards per Section 12.5 of the Zoning Ordinance.
6. The six (6) foot fence included in the residential buffer area located to the south of Building A shall be opaque.
7. Any perimeter fencing shall be black, metallic, non-chain link construction and limited to eight (8) feet in height.
8. All business activities shall be conducted completely within the confines of the buildings.
9. The keeping of any goods, material, merchandise or equipment outside of the building(s) shall be prohibited.
10. A photometric plan shall be approved by the Village prior to building permit issuance.
11. Any tree of good quality larger than six inches in diameter when measured twelve (12) inches above the ground, which are not located within fifteen (15) feet of or within a building footprint, within the road footprint or in those areas listed Section 16.12.010.C.3.a of the Subdivision Ordinance, shall be tagged by the petitioner and evaluated by the Village for preservation.
12. Quality trees and shrubs located along the perimeter of the development shall be preserved to the greatest extent possible to maintain natural landscape buffering.
13. Construction traffic shall not impede on the ability of the Village and Fire Protection District to provide emergency services.

14. All dumpsters located on the subject property shall be screened per Section 14.11.A of the Zoning Ordinance.
15. All ground-mounted and rooftop mechanicals shall be properly screened per the requirements of the Zoning Ordinance.
16. All signage shall adhere to the requirements of the Sign Ordinance.
17. A signage easement shall be included on Lot 2 and be large enough to accommodate the monument sign and required landscaped base.

APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA
Board of Trustees
25 East State Street
North Aurora, IL 60542

PETITION NO. 22-03

FILE NAME Park 88 Logistics Center

DATE STAMP

RECEIVED

APR 04 2022

VILLAGE OF
NORTH AURORA

I. APPLICANT AND OWNER DATA

Name of Applicant Phelan-JK/JB, Midwest, LLC, a Delaware limited liability company

Applicant Address c/o Phelan Development 2600 S 25th Ave. Suite 105 Broadview, IL 60155

Applicant Telephone # (773) 520-8766

Email Address jknight@phelandevco.com

Property Owner(s) Multiple Property Owners - See attached Property Owner Info

Owner Address See attached Property Owner Info

Owner Telephone # See attached Property Owner Info

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property FAIRVIEW RD, located North of SULLIVAN RD, NORTH AURORA, IL 60542
(indicate location if no common address)

Legal Description: See attached Legal Description

Parcel Size ± 27.99 Acres

Present Use Vacant, Unimproved Land

(business, manufacturing, residential, etc.)

Present Zoning District E-R ESTATE RURAL DISTRICT, B-2 GENERAL BUSINESS DISTRICT and O-R
OFFICE RESEARCH DISTRICT (see attached Parcels and Present Zoning District)
(Zoning Ordinance Classification)

III. PROPOSED SPECIAL USE

Proposed Special Use Industrial Planned Development, O-R-I Office Research and Light Industrial District
(Zoning Ordinance Classification)

Code Section that authorizes Special Use Title 17 Chapter 10.2

Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? No

If so, when? N/A to what district? N/A

Describe briefly the type of use and improvement proposed _____

Applicant intends to develop an approximately 263,862 square foot industrial office/warehouse building, with approximately 167 car parking spots, 33 exterior docks, 47 trailer positions, and a second building containing approximately 166,114 square foot industrial building, with approximately 126 car parking spots, 22 exterior docks, and 47 trailer positions. In total, the project costs to improve the Subject Property are estimated to be approximately \$50,000,000

What are the existing uses of property within the general area of the Property in question? _____

The general area of the Subject Property includes a mixture of office, industrial, hotel, self-storage, and other commercial uses.

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) _____

Yes. Pursuant to the Title 17 Chapter 5.4(B) of the North Aurora Code of Ordinances, "Any nonresidential or multiple-family parcel, or parcels of land two acres or more in size shall be required to be a planned unit development." Furthermore, Section 4.3 of Appendix A of the North Aurora Code of Ordinances state "all planned unit developments are subject to special use and the requirements of that procedure."

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

IV CHECKLIST FOR ATTACHMENTS

The following items are attached here to and made a part hereof:

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's [EcoCat](#) online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website www.kanedupageswcd.org for a Land Use Opinion Application

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending United States mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.



Applicant or Authorized Agent
Jess Knigge - Manager
Phelan-JK/JB, Midwest, LLC

March 31, 2022

Date

Owner

Date

Exhibit

Owner Authorizations

And

**Disclosure of
Beneficiaries**

G.E.S. Properties LLC

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Applicant or Authorized Agent

Date

Am Strong
Owner
Beverly Evans

3.30. 2021
Date

G.E.S. Properties LLC

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Applicant or Authorized Agent

Date

Don Strong
Owner
Beverly Evans

3.30. 2021
Date

Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999

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Applicant or Authorized Agent

Date

Beverly R Evans, Trustee
Owner

3-30-22
Date

Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999

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Applicant or Authorized Agent

Date

Beverly R Evans, Trustee
Owner

3-30-22
Date

Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, Beverly Evans, being first duly sworn on oath depose and say that I am trustee of the Beverly Evans Living Trust dated January 25, 1999 and that the following are all of the beneficiaries of the Beverly Evans Living Trust dated January 25, 1999:

Beverly R Evans

Beverly R Evans, Trustee
Trustee

SUBSCRIBED AND SWORN TO
before me this 30th day of March, 2022.

Lori A. Bunkofske
A Notary Public in and for such County



Charles G. Graves Declaration of Trust dated February 5, 2008

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, John R Graves, being first duly sworn on oath depose
and say that I am trust officer of Charles G Graves and that the following are all of the
beneficiaries of the Declaration of Trust.

Jacob GRAVES
SARAH GRAVES


TRUST OFFICER

SUBSCRIBED AND SWORN TO

Before me this 14 day of June, 2019

A Notary Public in and for such County

Charles G. Graves Declaration of Trust dated February 5, 2008

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date


Owner

3/31/2021
Date

CHARLES G. GRAVES DECLARATION
TRUST

Akshar Murti Hospitality Inc.

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Applicant or Authorized Agent

Date



Owner

03/30/22

Date

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent



Owner

Date

03/30/22

Date

G.A.L.A.B.R., Inc

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date

Owner

Date

Gary L. Phasin for
G.A.L.A.B.R. Inc.

3-31-22

G.A.L.A.B.R., Inc

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Gary L. Rhoads, for
Owner G.A.L.A.B.R. Inc.

Date

3-31-22
Date

Following are the names and addresses of all property owners within 250 feet of the property in questions for which the special use being is being requested.

TAX PARCEL NO.**PROPERTY OWNER****MAILING ADDRESS**

See attached

I, Jess Knigge, Manager, being first duly sworn on oath certifies that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

Applicant Signature

March 31, 2022

Date _____

SUBSCRIBED AND SWORN TO

Before me this 31 day of March, 2022

Notary Public



MAILED NOTICES FOR PHELAN DEVELOPMENT NORTH AURORA PLANNED DEVELOPMENT PUBLIC HEARING

UPDATED 3/30/2022








TAX PARCEL NO.	SITE ADDRESS	PROPERTY OWNER	MAILING ADDRESS
15-09-276-012	401 SULLIVAN RD, AURORA, IL 60506	RUPPRECHT, MARK G & VICKIE E	OS124 SURREY DR ELBURN, IL, 60119
15-09-276-011	421 SULLIVAN RD, NORTH AURORA, IL 60542	TJM KIM LLC	2210 LARKDALE DR GLENVIEW, IL, 60025-4169
15-09-276-010	SULLIVAN RD, NORTH AURORA, IL 60542	ESS C TIVS JV TIVS REIT SUB LLC	2795 E COTTONWOOD PKWY STE 300 SALT LAKE CITY, UT, 84121-6928
15-09-252-012	441 SULLIVAN RD, NORTH AURORA, IL 60542	STEFANICH, RICHARD F & FEIDEN-STEFANICH LUNDA	441 SULLIVAN RD AURORA, IL, 60506-0618
15-09-252-011	461 SULLIVAN RD, NORTH AURORA, IL 60542	GEHARDT, LYNETTE K & ADRIAN W	13048 MT ZION CHURCH RD CULPEPER, VA, 22701-5551
15-09-252-010	481 SULLIVAN RD, NORTH AURORA, IL 60542	ZAPATA, MARIO	133 N BUCKINGHAM DR SUGAR GROVE, IL, 60554-4226
15-09-252-009	501 SULLIVAN RD, AURORA, IL 60506	G A L A B R INC % LAURENCE A SEXTON RA	576 NORCROSS ST BATAVIA, IL, 60510
15-09-252-008	541 SULLIVAN RD, NORTH AURORA, IL 60542	G A L A B R INC % LAURENCE A SEXTON RA	576 NORCROSS ST BATAVIA, IL, 60510
15-09-400-023	400 SULLIVAN RD, AURORA, IL 60506	AURORA PROPERTY HOLDINGS LLC CASCADE CAPITAL GROUP, DANIEL GARDEN	3450 OAKTON ST SKOKIE, IL, 60076-2951
15-09-251-002	591 SULLIVAN RD, AURORA, IL 60506	INTERNATL BROTHERHOOD ELECTRIC WORKS, TRUST: TR# 461	591 SULLIVAN RD AURORA, IL, 60506
15-09-251-007	581 SULLIVAN RD, AURORA, IL 60506	WU, XIN & ZHANG, RUI	1733 ROBINWOOD LN RIVERWOODS, IL, 60015-1650
15-09-181-007	608 SPRINGBROOK DR, AURORA, IL 60506	MATA, SALVADOR	608 SPRINGBROOK DR AURORA, IL, 60506-1134
15-09-176-045	609 SPRINGBROOK DR, AURORA, IL 60506	DREW, MICHAEL S	609 SPRINGBROOK AURORA, IL, 60506
15-09-176-044	1557 CAMBRIDGE AVE, AURORA, IL 60506	MARTINEZ, GILBERTO & HECTOR E MARTINEZ	1557 CAMBRIDGE AVE AURORA, IL, 60506-1113
15-09-176-043	1563 CAMBRIDGE AVE, AURORA, IL 60506	GODINEZ, DOLIA & AGUSTIN	1563 CAMBRIDGE AVE AURORA, IL, 60506
15-09-176-042	1567 CAMBRIDGE AVE, AURORA, IL 60506	BAUTISTA, GIOVANNI PINA & KOVAC, MONIQUE LYNN	1567 CAMBRIDGE AVE AURORA, IL, 60506-1113
15-09-176-041	1571 CAMBRIDGE AVE, AURORA, IL 60506	VANDEVENTER, HELEN M HAROLD R & ERVEN H	1571 CAMBRIDGE AVE AURORA, IL, 60506
15-09-176-040	1603 CAMBRIDGE AVE, AURORA, IL 60506	LOPEZ, FERNANDO RAMIREZ	1603 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-039	1609 CAMBRIDGE AVE, AURORA, IL 60506	ERVIN, SCOTT A KERRY J	1609 CAMBRIDGE AVE AURORA, IL, 60506
15-09-176-038	1613 CAMBRIDGE AVE, AURORA, IL 60506	ARROYO, FRANCISCO J GARCIA & ELIZABETH	1613 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-037	1619 CAMBRIDGE AVE, AURORA, IL 60506	FAVELA, MARIA E & VELAZQUEZ, DAVID A	1619 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-036	1623 CAMBRIDGE AVE, AURORA, IL 60506	CARRANZA, JOSE L	1623 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-035	615 TINLEY DR, AURORA, IL 60506	HORICE, MONICA L	615 TINLEY DR AURORA, IL, 60506-1100
15-09-101-009	310 EVERGREEN DR, NORTH AURORA, IL 60542	DART CONTAINER CORP	500 HOGSBACK RD MASON, MI, 48854-9541
15-09-201-014	360-376 SMOKE TREE IND PK, AURORA, IL 60506	OLD KENT BANK, TRUST: 3510 %CHICAGO TITLE LT 3000003510 SMOKETREE I	PO BOX 272 NORTH AURORA, IL, 60542
15-09-201-034	344-356 SMOKE TREE IND PK, AURORA, IL 60506	OLD KENT BANK, TRUST: 3510 %CHICAGO TITLE LT 3000003510 SMOKETREE I	PO BOX 272 NORTH AURORA, IL, 60542
15-09-201-031	1-2 SMOKE TREE PLAZA, NORTH AURORA, IL 60542	GERALD REALTY HOLDINGS LLC	213 HANSEN BLVD NORTH AURORA, IL, 60542-8923
15-09-201-036	201 SMOKE TREE LN, NORTH AURORA, IL 60542	NORTH AURORA HOTEL LLC	201 SMOKE TREE PLAZA DR NORTH AURORA, IL, 60542-1858
15-09-201-037	201 SMOKE TREE LN, NORTH AURORA, IL 60542	NORTH AURORA HOTEL LLC	201 SMOKE TREE PLAZA DR NORTH AURORA, IL, 60542-1858
15-09-201-023	S LINCOLNWAY, NORTH AURORA, IL 60542	AKSHAR MURTI HOSPITALITY INC	31 N GREEN BAY RD WAUKEGAN, IL, 60085-4405
15-09-201-024	308 S LINCOLNWAY, NORTH AURORA, IL 60542	AKSHAR MURTI HOSPITALITY INC	31 N GREEN BAY RD WAUKEGAN, IL, 60085-4406
15-09-228-003	310 S LINCOLN WAY, NORTH AURORA, IL 60542	NORTH AURORA STORAGE LLC JOHN P MURPHY	11811 N KNOXVILLE AVE, DUNLAP, IL, 61525-9471
15-09-276-001	S LINCOLNWAY ST, NORTH AURORA, IL 60542	AVG NO AURORA LLC	9595 WILSHIRE BLVD STE 700 BEVERLY HILLS, CA, 90212-2507
15-09-276-024	320 S LINCOLNWAY ST, NORTH AURORA, IL 60542	AVG NO AURORA LLC	9595 WILSHIRE BLVD STE 700 BEVERLY HILLS, CA, 90212-2507
15-09-276-029	416 S LINCOLNWAY, NORTH AURORA, IL 60542	ESS C TIVS JV TIVS REIT SUB LLC	2795 E COTTONWOOD PKWY STE 300 SALT LAKE CITY, UT, 84121-6928

Exhibit
Property Owners
And
Present Zoning District

EXHIBIT
LIST OF OWNERS

<u>OWNER</u>	<u>PINs</u>	<u>Address</u>	<u>Phone</u>	<u>Date Acquired</u>
G.E.S. Properties LLC	15-09-251-001; 15-09-252-001; 15-09-252-002	25315 Dauberman Road, Elburn, IL 60119	630.801.9699	7/5/2001
Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999	15-09-252-003; 15-09-252-004; 15-09-252-005	25315 Dauberman Road, Elburn, IL 60119	630.801.9699	9/8/1999
Charles G. Graves Declaration of Trust dated February 5, 2008	15-09-252-007	25315 Dauberman Road, Elburn, IL 60119	630.801.9699	4/23/2020
G.A.L.A.B.R., Inc	15-09-252-006	1 N. Constitution Dr., Aurora, IL 60506	630.897.1534	9/15/1999
Akshar Murti Hospitality Inc.	15-09-201-033-0000	150 S. Wacker Dr. Ste 2600, Chicago, IL	312.725.3476	3/15/2018

Present Zoning District

<u>OWNER</u>	<u>PINs</u>	<u>Present Zoning District</u>
G.E.S. Properties LLC	15-09-251-001; 15-09-252-001; 15-09-252-002	 E-R ESTATE RURAL DISTRICT
Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999	15-09-252-003; 15-09-252-004; 15-09-252-005	 E-R ESTATE RURAL DISTRICT
Charles G. Graves Declaration of Trust dated February 5, 2008	15-09-252-007	 E-R ESTATE RURAL DISTRICT
G.A.L.A.B.R., Inc	15-09-252-006	 O-R OFFICE RESEARCH DISTRICT
Akshar Murti Hospitality Inc.	15-09-201-033-0000	 B-2 GENERAL BUSINESS DISTRICT

Exhibit

LEGAL DESCRIPTIONS

PINS: 15-09-251-001; 15-09-252-001; 15-09-252-002; 15-09-252-003; 15-09-252-004; 15-09-252-005;
15-09-252-007

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE OTTAWA, OSWEGO AND FOX RIVER VALLEY RAILROAD COMPANY, THAT IS 696.31 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR THE PLACE OF BEGINNING; THENCE NORTH ALONG SAID RIGHT OF WAY LINE 696.31 FEET TO AN OLD CLAIM LINE; THENCE EAST ALONG SAID OLD CLAIM LINE 607 FEET; THENCE SOUTH 696.31 FEET TO A POINT; THENCE WESTERLY 607 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST 1/4, 1370.34 FEET WEST OF THE SOUTHEAST 1/4 THEREOF; THENCE NORTH 1251.45 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET TO OLD CLAIM LINE; THENCE WESTERLY ALONG OLD CLAIM LINE 647 FEET TO A POINT IN THE EVANS' EAST LINE; THENCE SOUTH ALONG SAID EVANS' EAST LINE AND WEST LINE OF SAID DRIVEWAY, 139.05 FEET TO THE NORTHWEST CORNER OF MICHAEL DUY'S LAND; THENCE EASTERLY ALONG SAID DUY'S NORTH 647 FEET TO A POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST CORNER 1370.34 FEET WEST OF THE SOUTHEAST QUARTER THEREOF; THENCE NORTH 1112.40 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF WHITTAKER'S LAND; THENCE WESTERLY PARALLEL WITH AND 139.05 FEET SOUTH OF AN OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVAN'S LAND, AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY, THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1370.34 FEET WEST OF THE SOUTHEAST QUARTER THEREOF; THENCE NORTH 973.35 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET; THENCE WESTERLY PARALLEL WITH AN 278.10 FEET SOUTH OF OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVANS' LAND AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY; THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST CORNER 1370.34 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 514.10 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 459.25 FEET; THENCE WESTERLY PARALLEL WITH AND 417.15 FEET SOUTH OF CLAIM LINE 627 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH ALONG THE CENTER LINE OF SAID PRIVATE ROAD 460.31 FEET TO A LINE DRAWN WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, FROM THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE 627 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 75 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1797.34 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 396 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 180 FEET TO THE EAST LINE OF A 40 FOOT PRIVATE ROADWAY; THENCE SOUTH ALONG SAID EAST LINE 396 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 180 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

PIN 15-09-201-033-0000

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE EASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN INC.; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 707.79 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 0 SECONDS EAST 626 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 20.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF SMOKE TREE PLAZA AS DEDICATED BY DOCUMENT 2011K068110, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 388.36 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 0 SECONDS WEST 390 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 119.75 FEET TO THE SOUTH LINE OF THE NORTH 75 RODS OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE 656.44 FEET TO A POINT ON THE WEST LINE OF TRACT OF LAND CONVEYED BY DEED 2013K0541156; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST, ALONG SAID WEST LINE, 442.17 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SMOKE TREE PLAZA AS DEDICATED BY DOCUMENT 2011K068110; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PIN: 15-09-252-006

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH EAST QUARTER 1641.34 FEET; THENCE NORTH 396 FEET FOR THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 271 FEET; THENCE NORTH 118.10 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 607 FEET TO THE EAST LINE OF A PRIVATE ROAD; THENCE SOUTH ALONG SAID EAST LINE 118.10 FEET TO A POINT 396 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 336 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THAT PART, THE WESTERLY 180 FEET, IN THE VILLAGE OF NORTH AURORA AND THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

Exhibit

Response to Special Use Standards

Special Use Standards

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.

Yes. The proposed special use is authorized in the zoning district in which the property will be located pursuant to Chapter 10.2 of the Village Zoning Code.

2. The proposed special use is deemed necessary for the public convenience at that location.

Yes. The proposed special use is necessary for the public convenience at the location and required by Chapter 5.4 of the Village Zoning Code.

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.

The proposed special use does not create excessive additional impacts at public expense for public facilities and services. The proposed development will increase the economic welfare of the community through additional property tax revenue, employment opportunities, and increased economic activity due to future employees visiting local businesses.

4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

The proposed use is in conformance with the Village codes and regulations. Additionally, the proposed use is in conformance with the goals and policies of the Comprehensive Plan. The Comprehensive Plan, the plan identifies the Subject Property in Area 12 and states that Area 12 is an "industrial area." The Comprehensive Plan also states that an objective is to "encourage and support redevelopment of key vacant sites or obsolete uses near the Route 31/I-88 interchanges that have the potential to catalyze additional investment in the area." Furthermore, the Comprehensive Plan recommends that the Village should "remain flexible" regarding potential new development to this particular site and states "the primary goal for the Village should be to support high-quality, attractive, well-designed development."

The proposed development achieves all these goals. The proposed development's anticipated uses will include office, warehouse, distribution, and/or logistics. The Subject Property is currently vacant land, and the proposed development has the potential to catalyze the area. Finally, the proposed development achieves the Village's goal of supporting high-quality, attractive, well-designed development.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

The proposed special use will be designed located, operated, and maintained so as to be harmonious and comparable in use and appearance with the existing and the intended character of the general vicinity. The Subject Property is surrounded by commercial uses and the proposed development is in line with the Village's Comprehensive Plan. Additionally, as shown in the provided materials, the proposed development will aesthetically enhance the existing site and the general vicinity.

6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located. The surrounding properties are commercial in nature and the transformation of the subject property from undeveloped vacant land to a brand-new state-of-the-art development will increase the value of nearby property.

7. The proposed special use is compatible with development on adjacent or neighboring property.

The proposed special use is comparable to with development on neighboring properties. The neighboring properties are commercial in nature and the subject property will align with the Village's Comprehensive Plan.

8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

The proposed special use minimizes potentially dangerous traffic movements and provides adequate and safe access to the site. Traffic engineers were engaged to study the impact of traffic and the site plan has been carefully considered to minimize any potential dangerous traffic movements.

9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

Yes. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance. The proposed development will provide for a total of 293 car parking spaces (with 80 land banked parking spaces for future) and 94 trailer positions.

10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

Yes. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

Yes. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

APPLICATION FOR MAP AMENDMENT

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

PETITION NO. 22-03

FILE NAME Park 98 Logistics Center

DATE STAMP

RECEIVED

APR 04 2022

VILLAGE OF
NORTH AURORA

I. APPLICANT AND OWNER DATA

Name of Applicant* Phelan-JK/JB, Midwest, LLC, a Delaware limited liability company

Address of Applicant c/o Phelan Development 2600 S 25th Ave. Suite 105 Broadview, IL 60155

Telephone Numbers (773) 520-8766

Name of Owner(s)* Multiple Property Owners - See attached Property Owner Info

Telephone Number _____

Email Address jknigge@phelandevco.com

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

Title of Record to the real estate was acquired by Owner on Multiple Parcels - See attached Title Info

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property FAIRVIEW RD, located North of SULLIVAN RD, NORTH AURORA, IL 60542
(Indicate location if no common address)

Legal Description: See attached Legal Description

Parcel Size ± 27.99 Acres

Present Use Vacant, Unimproved Land
(Business, manufacturing, residential, etc.)

Present Zoning District OFFICE RESEARCH DISTRICT (see attached Parcels and Present Zoning District)
(Zoning Ordinance Classification)

*In the event that the applicant or owner is a trustee of a land trust or a beneficiary or beneficiaries of a land trust, a statement identifying each beneficiary of such land trust by name and address and defining his/her interest therein shall be attached hereto. Such statement shall be verified by the trustee or by a beneficiary.

III PROPOSED MAP AMENDMENT

Proposed Zoning District Industrial Planned Development, O-R-I Office Research and Light Industrial District (Zoning Ordinance Classification)

Has the present applicant previously sought to rezone the property or any part thereof? No

If so, when? N/A

To what zoning district classification? N/A

What type of improvement to the Property is planned?

Applicant intends to develop an approximately 263,862 square foot industrial office/warehouse building, with approximately 167 car parking spots, 33 exterior docks, 47 trailer positions, and a second building containing approximately 166,114 square foot industrial building, with approximately 126 car parking spots, 22 exterior docks, and 47 trailer positions. In total, the project costs to improve the Subject Property are estimated to be approximately \$50,000,000

What will be the actual use of such improvement(s)? The anticipated uses will consist of office, warehousing, distribution, and/or uses consistent within the zoning classification of O-R-I Office Research and Light Industrial District.

What are the existing uses of the property within the general area of the Property in question?

The general area of the Subject Property includes a mixture of office, industrial, hotel, self-storage, and other commercial uses.

IV CHECKLIST FOR ATTACHMENTS

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

1. Legal Description (may be included in items 2 or 5 below)
2. Two (2) copies of an Illinois Land Surveyor's plat of survey showing the nearest dedicated east-west and north-south streets, the right-of-way width and the distance of each street from the property in question.
3. Five (5) copies of a plot plan, 8 ½" x 11" or 8 ½ x 14" showing proposed construction if any.
4. A written certified list containing the names of registered owners, their mailing addresses and tax parcel numbers, of all properties within 250 feet of the property for which the amendment is requested.
5. A copy of owner's title insurance policy commitment or deed for the subject property.
6. Filing fee in the amount of \$300.00; if paid by check make payable to the 'Village of North Aurora'. Please note, an escrow deposit will also be required per Village Code.
7. Letter of authorization letter from owner, if applicable.
8. Disclosure of beneficiaries of land trust, if applicable.

Completed forms for the following must accompany application, if applicable:

9. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's EcoCat online application
10. Visit the Kane DuPage Soil and Water Conservation District's website

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending mail notices to properties within 250 feet and posting a sign(s) on the property advertising the public hearing. These shall be in accordance with Village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.



Applicant or Authorized Agent
Jess Knigge - Manager
Phelan-JK/JB, Midwest, LLC

March 31, 2022

Date

Owner

Date

Exhibit

Owner Authorizations

And

**Disclosure of
Beneficiaries**

G.E.S. Properties LLC

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date

Don Strong

Owner
Beverly Evans

3.30. 2021

Date

G.E.S. Properties LLC

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date

Sam Strong
Owner
Beverly Evans

3.30. 2021
Date

**Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25,
1999**

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending United States mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date

Beverly R Evans, Trustee
Owner

3-30-22
Date

Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date

Beverly R Evans, Trustee
Owner

3-30-22
Date

Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, Beverly Evans, being first duly sworn on oath depose and say that I am trustee of the Beverly Evans Living Trust dated January 25, 1999 and that the following are all of the beneficiaries of the Beverly Evans Living Trust dated January 25, 1999:

Beverly R Evans

Beverly R Evans, Trustee

SUBSCRIBED AND SWORN TO
before me this 30th day of March, 2022.

Roni A. Bunkofsky

A Notary Public in and for such County



Charles G. Graves Declaration of Trust dated February 5, 2008

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, John R Graves, being first duly sworn on oath depose and say that I am trust officer of Charles G Graves and that the following are all of the beneficiaries of the Declaration of Trust.

Jacob GRAVES
Sarah GRAVES


TRUST OFFICER

SUBSCRIBED AND SWORN TO

Before me this 17 day of August, 2017

A Notary Public in and for such County

Charles G. Graves Declaration of Trust dated February 5, 2008

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date


Owner

3/31/2021
Date

Charles G. Graves Declaration
Trust

Akshar Murti Hospitality Inc.

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date


Owner

03/30/22
Date

Akshar Murti Hospitality Inc.

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date



Owner

03/30/22

Date

G.A.L.A.B.R., Inc

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I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent

Date

Owner

Date

Gary L. Rissie for
G.A.L.A.B.R. Inc.

3-31-22

G.A.L.A.B.R., Inc

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending mail notices to properties within 250 feet and posting a sign(s) on the property advertising the public hearing. These shall be in accordance with Village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Applicant or Authorized Agent


Gary L. Rasmussen, for
Owner G.A.L.A.B.R. Inc.

Date

3-31-22

Date

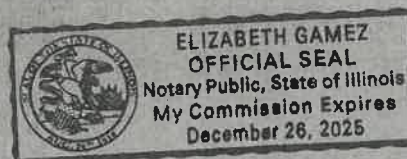
[illegible]

Applicant Signature 

Date _____

Before me this 31 day of March, 2022.

Notary Public



MAILED NOTICES FOR PHELAN DEVELOPMENT NORTH AURORA PLANNED DEVELOPMENT PUBLIC HEARING

UPDATED 3/30/2022








TAX PARCEL NO.	SITE ADDRESS	PROPERTY OWNER	MAILING ADDRESS
15-09-276-012	401 SULLIVAN RD, AURORA, IL 60506	RUPPRECHT, MARK G & VICKIE E	05124 SURREY DR ELBURN, IL, 60119
15-09-276-011	421 SULLIVAN RD, NORTH AURORA, IL 60542	TJM KJM LLC	2210 LARKDALE DR GLENVIEW, IL, 60025-4169
15-09-276-010	SULLIVAN RD, NORTH AURORA, IL 60542	ESS C TIVS JV TIVS REIT SUB LLC	2795 E COTTONWOOD PKWY STE 300 SALT LAKE CITY, UT, 84121-6928
15-09-252-012	441 SULLIVAN RD, NORTH AURORA, IL 60542	STEFANICH, RICHARD F & FEIDEN-STEFANICH LINDA	441 SULLIVAN RD AURORA, IL, 60506-0618
15-09-252-011	461 SULLIVAN RD, NORTH AURORA, IL 60542	GEBHARDT, LYNETTE K & ADRIAN W	13048 MT ZION CHURCH RD CULPEPER, VA, 22701-5551
15-09-252-010	481 SULLIVAN RD, NORTH AURORA, IL 60542	ZAPATA, MARIO	133 N BUCKINGHAM DR SUGAR GROVE, IL, 60554-4226
15-09-252-009	501 SULLIVAN RD, AURORA, IL 60506	G A L A B R INC % LAURENCE A SEXTON RA	576 NORCROSS ST BATAVIA, IL, 60510
15-09-252-008	541 SULLIVAN RD, NORTH AURORA, IL 60542	G A L A B R INC % LAURENCE A SEXTON RA	576 NORCROSS ST BATAVIA, IL, 60510
15-09-400-023	400 SULLIVAN RD, AURORA, IL 60506	AURORA PROPERTY HOLDINGS LLC CASCADE CAPITAL GROUP, DANIEL GARDEN	3450 OAKTON ST SKOKIE, IL, 60076-2951
15-09-251-002	591 SULLIVAN RD, AURORA, IL 60506	INTERNATL BROTHERHOOD ELECTRIC WORKS, TRUST: TRF 461	591 SULLIVAN RD AURORA, IL, 60506
15-09-251-007	581 SULLIVAN RD, AURORA, IL 60506	WU, XIN & ZHANG, RUI	1733 ROBINWOOD LN RIVERWOODS, IL, 60015-1650
15-09-181-007	608 SPRINGBROOK DR, AURORA, IL 60506	MATA, SALVADOR	608 SPRINGBROOK DR AURORA, IL, 60506-1134
15-09-176-045	609 SPRINGBROOK DR, AURORA, IL 60506	DREW, MICHAEL S	609 SPRINGBROOK AURORA, IL, 60506
15-09-176-044	1557 CAMBRIDGE AVE, AURORA, IL 60506	MARTINEZ, GILBERTO & HECTOR E MARTINEZ	1557 CAMBRIDGE AVE AURORA, IL, 60506-1113
15-09-176-043	1563 CAMBRIDGE AVE, AURORA, IL 60506	GODINEZ, DOLIA & AGUSTIN	1563 CAMBRIDGE AVE AURORA, IL, 60506
15-09-176-042	1567 CAMBRIDGE AVE, AURORA, IL 60506	BAUTISTA, GIOVANNI PINA & KOVAC, MONIQUE LYNN	1567 CAMBRIDGE AVE AURORA, IL, 60506-1113
15-09-176-041	1571 CAMBRIDGE AVE, AURORA, IL 60506	VANDEVENTER, HELEN M HAROLD R & ERVEN H	1571 CAMBRIDGE AVE AURORA, IL, 60506
15-09-176-040	1603 CAMBRIDGE AVE, AURORA, IL 60506	LOPEZ, FERNANDO RAMIREZ	1603 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-039	1609 CAMBRIDGE AVE, AURORA, IL 60506	ERVIN, SCOTT A KERRY J	1609 CAMBRIDGE AVE AURORA, IL, 60506
15-09-176-038	1613 CAMBRIDGE AVE, AURORA, IL 60506	ARROYO, FRANCISCO J GARCIA & EUZABETH	1613 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-037	1619 CAMBRIDGE AVE, AURORA, IL 60506	FAVELA, MARIA E & VELAZQUEZ, DAVID A	1619 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-036	1623 CAMBRIDGE AVE, AURORA, IL 60506	CARRANZA, JOSE L	1623 CAMBRIDGE AVE AURORA, IL, 60506-1115
15-09-176-035	615 TINLEY DR, AURORA, IL 60506	HORICE, MONICA L	615 TINLEY DR AURORA, IL, 60506-1100
15-09-101-009	310 EVERGREEN DR, NORTH AURORA, IL 60542	DART CONTAINER CORP	500 HOGSBACK RD MASON, MI, 48854-9541
15-09-201-014	360-376 SMOKE TREE IND PK, AURORA, IL 60506	OLD KENT BANK, TRUST: 3510 %CHICAGO TITLE LT 3000003510 SMOKETREE I	PO BOX 272 NORTH AURORA, IL, 60542
15-09-201-034	344-356 SMOKE TREE IND PK, AURORA, IL 60506	OLD KENT BANK, TRUST: 3510 %CHICAGO TITLE LT 3000003510 SMOKETREE I	PO BOX 272 NORTH AURORA, IL, 60542
15-09-201-031	1-2 SMOKE TREE PLAZA, NORTH AURORA, IL 60542	GERALD REALTY HOLDINGS LLC	213 HANSEN BLVD NORTH AURORA, IL, 60542-8923
15-09-201-036	201 SMOKE TREE LN, NORTH AURORA, IL 60542	NORTH AURORA HOTEL LLC	201 SMOKE TREE PLAZA DR NORTH AURORA, IL, 60542-1858
15-09-201-037	201 SMOKE TREE LN, NORTH AURORA, IL 60542	NORTH AURORA HOTEL LLC	201 SMOKE TREE PLAZA DR NORTH AURORA, IL, 60542-1858
15-09-201-023	S LINCOLNWAY, NORTH AURORA, IL 60542	AKSHAR MURTI HOSPITALITY INC	31 N GREEN BAY RD WAUKEGAN, IL, 60085-4406
15-09-201-024	308 S LINCOLNWAY, NORTH AURORA, IL 60542	AKSHAR MURTI HOSPITALITY INC	31 N GREEN BAY RD WAUKEGAN, IL, 60085-4406
15-09-228-003	310 S LINCOLN WAY, NORTH AURORA, IL 60542	NORTH AURORA STORAGE LLC JOHN P MURPHY	11811 N KNOXVILLE AVE, DUNLAP, IL, 61525-9471
15-09-276-001	S LINCOLNWAY ST, NORTH AURORA, IL 60542	AVG NO AURORA LLC	9595 WILSHIRE BLVD STE 700 BEVERLY HILLS, CA, 90212-2507
15-09-276-024	320 S LINCOLNWAY ST, NORTH AURORA, IL 60542	AVG NO AURORA LLC	9595 WILSHIRE BLVD STE 700 BEVERLY HILLS, CA, 90212-2507
15-09-276-029	416 S LINCOLNWAY, NORTH AURORA, IL 60542	ESS C TIVS JV TIVS REIT SUB LLC	2795 E COTTONWOOD PKWY STE 300 SALT LAKE CITY, UT, 84121-6928

Exhibit
Property Owners
And
Present Zoning District

EXHIBIT
LIST OF OWNERS

<u>OWNER</u>	<u>PINs</u>	<u>Address</u>	<u>Phone</u>	<u>Date Acquired</u>
G.E.S. Properties LLC	15-09-251-001; 15-09-252-001; 15-09-252-002	25315 Dauberman Road, Elburn, IL 60119	630.801.9699	7/5/2001
Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999	15-09-252-003; 15-09-252-004; 15-09-252-005	25315 Dauberman Road, Elburn, IL 60119	630.801.9699	9/8/1999
Charles G. Graves Declaration of Trust dated February 5, 2008	15-09-252-007	25315 Dauberman Road, Elburn, IL 60119	630.801.9699	4/23/2020
G.A.L.A.B.R., Inc	15-09-252-006	1 N. Constitution Dr., Aurora, IL 60506	630.897.1534	9/15/1999
Akshar Murti Hospitality Inc.	15-09-201-033-0000	150 S. Wacker Dr. Ste 2600, Chicago, IL	312.725.3476	3/15/2018

Present Zoning District

<u>OWNER</u>	<u>PINs</u>	<u>Present Zoning District</u>
G.E.S. Properties LLC	15-09-251-001; 15-09-252-001; 15-09-252-002	 E-R ESTATE RURAL DISTRICT
Beverly Evans, as Trustee under Beverly Evans Living Trust dated January 25, 1999	15-09-252-003; 15-09-252-004; 15-09-252-005	 E-R ESTATE RURAL DISTRICT
Charles G. Graves Declaration of Trust dated February 5, 2008	15-09-252-007	 E-R ESTATE RURAL DISTRICT
G.A.L.A.B.R., Inc	15-09-252-006	 O-R OFFICE RESEARCH DISTRICT
Akshar Murti Hospitality Inc.	15-09-201-033-0000	 B-2 GENERAL BUSINESS DISTRICT

Exhibit

LEGAL DESCRIPTIONS

PINS: 15-09-251-001; 15-09-252-001; 15-09-252-002; 15-09-252-003; 15-09-252-004; 15-09-252-005;
15-09-252-007

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE OTTAWA, OSWEGO AND FOX RIVER VALLEY RAILROAD COMPANY, THAT IS 696.31 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR THE PLACE OF BEGINNING; THENCE NORTH ALONG SAID RIGHT OF WAY LINE 696.31 FEET TO AN OLD CLAIM LINE; THENCE EAST ALONG SAID OLD CLAIM LINE 607 FEET; THENCE SOUTH 696.31 FEET TO A POINT; THENCE WESTERLY 607 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST 1/4, 1370.34 FEET WEST OF THE SOUTHEAST 1/4 THEREOF; THENCE NORTH 1251.45 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET TO OLD CLAIM LINE; THENCE WESTERLY ALONG OLD CLAIM LINE 647 FEET TO A POINT IN THE EVANS' EAST LINE; THENCE SOUTH ALONG SAID EVANS' EAST LINE AND WEST LINE OF SAID DRIVEWAY, 139.05 FEET TO THE NORTHWEST CORNER OF MICHAEL DUY'S LAND; THENCE EASTERLY ALONG SAID DUY'S NORTH 647 FEET TO A POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST CORNER 1370.34 FEET WEST OF THE SOUTHEAST QUARTER THEREOF; THENCE NORTH 1112.40 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF WHITTAKER'S LAND; THENCE WESTERLY PARALLEL WITH AND 139.05 FEET SOUTH OF AN OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVAN'S LAND, AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY, THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1370.34 FEET WEST OF THE SOUTHEAST QUARTER THEREOF; THENCE NORTH 973.35 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET; THENCE WESTERLY PARALLEL WITH AN 278.10 FEET SOUTH OF OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVANS' LAND AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY; THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST CORNER 1370.34 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 514.10 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 459.25 FEET; THENCE WESTERLY PARALLEL WITH AND 417.15 FEET SOUTH OF CLAIM LINE 627 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH ALONG THE CENTER LINE OF SAID PRIVATE ROAD 460.31 FEET TO A LINE DRAWN WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, FROM THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE 627 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 75 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1797.34 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 396 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 180 FEET TO THE EAST LINE OF A 40 FOOT PRIVATE ROADWAY; THENCE SOUTH ALONG SAID EAST LINE 396 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 180 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

PIN 15-09-201-033-0000

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE EASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN INC.; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 707.79 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 0 SECONDS EAST 626 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 20.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF SMOKE TREE PLAZA AS DEDICATED BY DOCUMENT 2011K068110, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 388.36 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 0 SECONDS WEST 390 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 119.75 FEET TO THE SOUTH LINE OF THE NORTH 75 RODS OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE 656.44 FEET TO A POINT ON THE WEST LINE OF TRACT OF LAND CONVEYED BY DEED 2013K0541156; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST, ALONG SAID WEST LINE, 442.17 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SMOKE TREE PLAZA AS DEDICATED BY DOCUMENT 2011K068110; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PIN: 15-09-252-006

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH EAST QUARTER 1641.34 FEET; THENCE NORTH 396 FEET FOR THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 271 FEET; THENCE NORTH 118.10 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 607 FEET TO THE EAST LINE OF A PRIVATE ROAD; THENCE SOUTH ALONG SAID EAST LINE 118.10 FEET TO A POINT 396 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 336 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THAT PART, THE WESTERLY 180 FEET, IN THE VILLAGE OF NORTH AURORA AND THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

**MAP AMENDMENT STANDARDS
APPLICATION FOR MAP AMENDMENT**

Please provide a typed response to each of the following standards:

1. Is the proposed amendment consistent with the existing use and zoning of nearby property?
2. Does the proposed amendment diminish the existing zoning of the subject property?
3. Does the proposed amendment promote the public health, safety, comfort, convenience and general welfare?
4. Does the proposed amendment provide a relative gain to the public, as compared to the hardship imposed upon the applicant?
5. Is the proposed amendment not feasible for development as it is presently zoned?
6. Has the property in question been vacant, as presently zoned, for a significant length of time considered in the context of development in the area where the property is located?
7. Is there evidence of community need for the use proposed by the applicant?
8. Is the proposed amendment consistent with the comprehensive plan?
9. Does the proposed amendment benefit the residents of the Village as a whole and not just the applicant, property owners, neighbors of any property under consideration, or other special interest groups?
10. Does the proposed amendment avoid creating nonconformities?
11. Does the proposed amendment remain consistent with the trend of development, if any, in the general area of the property in question?
12. Are adequate public facilities available including but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are public facilities reasonably capable of being provided prior to the development of the use which would be permitted on the subject property if the Amendment were adopted.

Map Amendment Standards

1. Is the proposed amendment consistent with the existing use and zoning of nearby property?

Nearby property is currently zoned as ORI Office Research Industrial District, O-R Office Research District to the south and B-2 General Business District to the north and east. The proposed amendment is consistent with the existing use and zoning of the general vicinity.

2. Does the proposed amendment diminish the existing zoning of the Subject Property?

The proposed amendment does not diminish the existing zoning of the subject property. The proposed amendment will allow applicant to redevelop vacant land and build a brand-new high-end development that will provide a substantial benefit to the community.

3. Does the proposed amendment promote the public health, safety, comfort, convenience and general welfare?

The proposed amendment promotes the public health, safety, comfort, convenience, and general welfare of the community. The proposed development will increase economic activity in the area, provide employment opportunities, increase tax revenues, and improve the aesthetics of the surrounding area.

4. Does the proposed amendment provide a relative gain to the public, as compared to the hardship imposed upon the applicant?

The proposed amendment provides a gain to the public as it will allow applicant to develop the property into a productive and useful site that will bring jobs and revenue to the community. If not granted, the applicant will suffer a hardship as the Subject Property must be rezoned in order to redevelop the site.

5. Is the proposed amendment not feasible for development as it is presently zoned?

The proposed development is not feasible as it is presently zoned E-R Estate Rural District, B-2 General Business District, and O-R Office Research District and the Map Amendment is necessary to allow for the development of the property.

6. Has the property in question been vacant, as presently zoned, for a significant length of time considered in the context of development in the area where the property is located?

Yes. The Subject Property is currently undeveloped vacant land owned by multiple owners and has not been utilized for a significant time. The proposed development would bring the entire subject property under a single owner and create a use for the subject property other than vacant land.

7. Is there evidence of community need for the use proposed by the applicant?

There is a community need for the proposed use. The proposed use will replace vacant undeveloped land with a new development including office, warehousing, distribution, and/or logistics uses that will benefit the community through increased economic activity and tax revenue. Additionally, the demand for the anticipated uses of the proposed development is high in the current market.

8. Is the proposed amendment consistent with the comprehensive plan?

The Comprehensive Plan, the plan identifies the Subject Property in Area 12 and states that Area 12 is an "industrial area." The Comprehensive Plan also states that an objective is to "encourage and support redevelopment of key vacant sites or obsolete uses near the Route 31/I-88 interchanges that have the potential to catalyze additional investment in the area." Furthermore, the Comprehensive Plan recommends that the Village should "remain flexible" regarding potential new development to this particular site and states "the primary goal for the Village should be to support high-quality, attractive, well-designed development."

The proposed development achieves all these goals. The proposed development's anticipated uses will include office, warehouse, distribution, and/or logistics. The Subject Property is currently vacant land, and the proposed development has the potential to catalyze the area. Finally, the proposed development achieves the Village's goal of supporting high-quality, attractive, well-designed development.

9. Does the proposed amendment benefit the residents of the Village as a whole and not just the applicant, property owners, neighbors of any property under consideration, or other special interest groups?

Yes. The Subject Property is currently vacant land. If the proposed development is allowed, the residents of the Village will benefit from new economic activity, an increase in tax revenue, and an increase in employment opportunities.

10. Does the proposed amendment avoid creating nonconformities?

Yes. The proposed amendment allows for the proposed use and avoids creating nonconformities.

11. Does the proposed amendment remain consistent with the trend of development, if any, in the general area of the property in question?

The proposed use is consistent with the trend of development in the general area of the property. Recently, a similar request was granted for the property located north of the Subject Property at 314 Kingswood Drive. Furthermore, the demand for the anticipated uses of the proposed development is high in the current market.

12. Are adequate public facilities available including but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are public facilities reasonably capable of being provided prior to the development of the use which would be permitted on the subject property if the Amendment were adopted.

Yes. Adequate public facilities are available and reasonably capable of being provided prior to the development.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

JB Pritzker, Governor

Colleen Callahan, Director

February 02, 2022

Leia Cooney
Pinnacle Engineering Group
1051 E. Main St, Suite 217
East Dundee, IL 60118

RE: Smoketree/Sullivan Road
Project Number(s): 2209264
County: Kane

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Adam Rawe
Division of Ecosystems and Environment
217-785-5500

Traffic Impact Study

Proposed Warehouse Development

North Aurora, Illinois



Prepared For:



April 28, 2022

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed warehouse development to be located in North Aurora, Illinois. The site, which is currently vacant, is located directly west of the Cinemark Tinseltown USA (Cinemark) parcel and south of Smoketree Lane, less than one mile from the I-88/IL 31 interchange. As proposed, the development is to consist of two warehouse buildings totaling approximately 429,000 square feet. Access to the development will be provided via two access drives, one on Smoketree Lane and one on Sullivan Road.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate the traffic generated by the proposed development.

Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Base Conditions – Analyze the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area adjusted to account for any decreases due to the ongoing COVID 19 pandemic.
2. No-Build Conditions – Analyze the capacity of the existing roadway system increased to account for ambient traffic growth in the area.
3. Projected Conditions – Analyze the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient traffic growth, and the traffic estimated to be generated by the full buildout of the proposed development.



Site Location

Figure 1



Aerial View of Site

Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

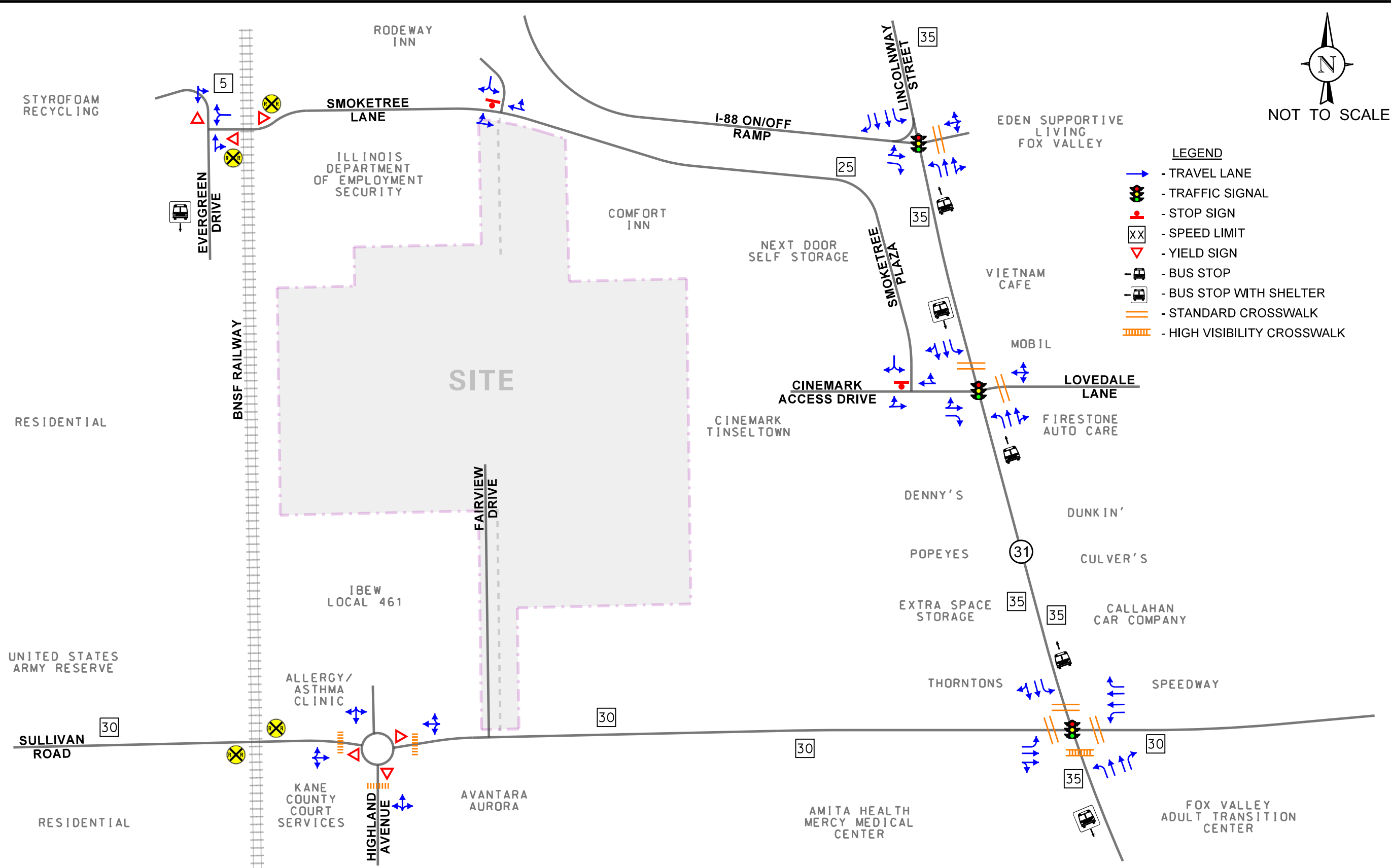
The site is located in North Aurora, on a currently vacant parcel of land directly west of the Cinemark parcel and south of Smoketree Lane. IL 31 is located just east of the site and the I-88/IL 31 interchange is located approximately one mile to the north. Land uses in the vicinity of the site are primarily commercial, with a residential area located on the west side of Evergreen Drive.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the development are described below and illustrated in **Figure 3**.

IL 31 (Lincolnway Street) is a north-south, minor arterial roadway that in the vicinity of the site provides two through lanes in each direction. At its signalized intersection with Sullivan Road, IL 31 provides a left-turn lane, two through lanes, and a right-turn lane on the northbound approach and a left-turn lane, a through lane, and a combined through/right-turn lane on the southbound approach. A standard-style crosswalk is provided on the north leg and a high-visibility crosswalk is provided on the south leg. At its signalized intersection with the I-88 on/off ramps, IL 31 provides a left-turn lane, a through lane, and a combined through/right-turn lane on the northbound approach and a left-turn lane, two through lanes, and a channelized right-turn lane that is under yield sign control on the southbound approach. At its signalized intersection with Lovedale Lane/Cinemark access drive/Smoketree Plaza, IL 31 provides a left-turn lane, a through lane, and a combined through/right-turn lane on the northbound and southbound approaches. A standard-style crosswalk is provided on the north leg of the intersection. IL 31 carries an Annual Average Daily Traffic (AADT) volume of 21,600 vehicles (IDOT 2019), is under the jurisdiction of the Illinois Department of Transportation (IDOT), and has a posted speed limit of 35 miles per hour.

Sullivan Road is an east-west, major collector roadway that generally provides one lane in each direction west of IL 31 and two lanes in each direction east of IL 31. At its signalized intersection with IL 31, Sullivan Road provides a left-turn lane, a through lane, and a combined through/right-turn lane on the eastbound approach and a left-turn lane, two through lanes, and a right-turn lane on the westbound approach. Standard-style crosswalks are provided on the east and west legs of the intersection. At its roundabout intersection with Highland Avenue, Sullivan Road provides one lane on the eastbound and westbound approaches that are under yield sign control. High-visibility crosswalks are provided on the east and west legs of the intersection. Sullivan Road carries an AADT volume of 11,700 vehicles east of IL 31 (IDOT 2018) and 13,400 vehicles west of IL 31 (IDOT 2018). Sullivan Road is under the jurisdiction of the City of Aurora, has a posted speed limit of 30 miles per hour, and is a designated truck route.



PROPOSED WAREHOUSE
NORTH AURORA, ILLINOIS

EXISTING ROADWAY CHARACTERISTICS

The *I-88 ramps* provide full access to both eastbound and westbound I-88 and intersect IL 31 opposite the access drive for Eden Supportive Living Fox Valley. At its signalized intersection with IL 31, the I-88 ramps provide a combined left-turn/through lane and a right-turn lane and the access drive provides a combined left-turn/through/right-turn lane. A standard-style crosswalk is provided on the east leg of the intersection. The I-88 on-ramp carries an AADT volume of 10,900 vehicles (IDOT 2019) and the I-88 off-ramp carries an AADT volume of 10,400 vehicles (IDOT 2019).

Lovedale Lane is an east-west, local roadway that provides one lane in each direction and intersects IL 31 aligned opposite the Cinemark access drive/Smoketree Plaza. At its signalized intersection with IL 31, the Cinemark access drive/Smoketree Plaza provides a combined left-turn/through lane and a right-turn lane and Lovedale Lane provides a combined left-turn/through/right-turn lane. A standard-style crosswalk is provided on the east leg of the intersection. At its unsignalized intersection with Smoketree Plaza, the Cinemark access drive provides a combined left-turn/through lane on the eastbound approach and a combined through/right-turn lane on the westbound approach. Lovedale Lane is under the jurisdiction of the Village of North Aurora.

Highland Avenue is a north-south, major collector roadway that provides one lane in each direction and intersects Sullivan Road opposite the Allergy/Asthma Clinic access drive. At its roundabout intersection with Sullivan Road, Highland Avenue and the access drive provides one lane to enter the roundabout with the Highland Avenue approach under yield sign control. A high-visibility crosswalk is provided on the south leg of the intersection. Highland Avenue carries an AADT volume of 6,150 vehicles (IDOT 2018) and is under the jurisdiction of the City of Aurora.

Smoketree Plaza/Smoketree Lane is a north-south (Smoketree Plaza) and east-west (Smoketree Lane) local roadway that extends from IL 31 to Evergreen Drive and provides one lane in each direction. At its unsignalized T-intersection with the Cinemark access drive, Smoketree Plaza provides a combined left-turn/right-turn lane that is under stop sign control. At its unsignalized intersection with the Rodeway Inn access drive, Smoketree Lane provides a combined left-turn/through lane on the eastbound approach and a combined through/right-turn lane on the westbound approach. The southbound approach from the Rodeway Inn access drive provides a combined left-turn/right-turn lane and is under stop sign control. At its at-grade crossing with the BNSF Railway tracks, Smoketree Lane is under yield sign control on the eastbound and westbound approaches. At its unsignalized intersection with Evergreen Drive, Smoketree Lane provides a combined left-turn/right-turn lane on the westbound approach. Smoketree Plaza/Smoketree Lane is under the jurisdiction of the Village of North Aurora and has a posted speed limit of 25 miles per hour.

Evergreen Drive is a north-south local roadway that provides one lane in each direction. At its unsignalized T-intersection with Smoketree Lane, the north leg is the access drive for Styrofoam Recycling. Evergreen Drive provides a combined through/right-turn lane on the northbound approach and the Styrofoam Recycling access drive provides a combined left-turn/through lane on the southbound approach that is under yield sign control. Evergreen Drive carries an AADT volume of 950 vehicles (IDOT 2018) and is under the jurisdiction of the Village of North Aurora.

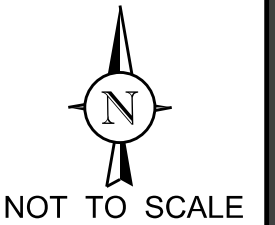
Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts utilizing Miovision Scout Video Collection Units on Tuesday, April 5, 2022 during the weekday morning (6:30 to 9:00 A.M.) and evening (3:00 to 6:00 P.M.) peak periods at the following intersections:

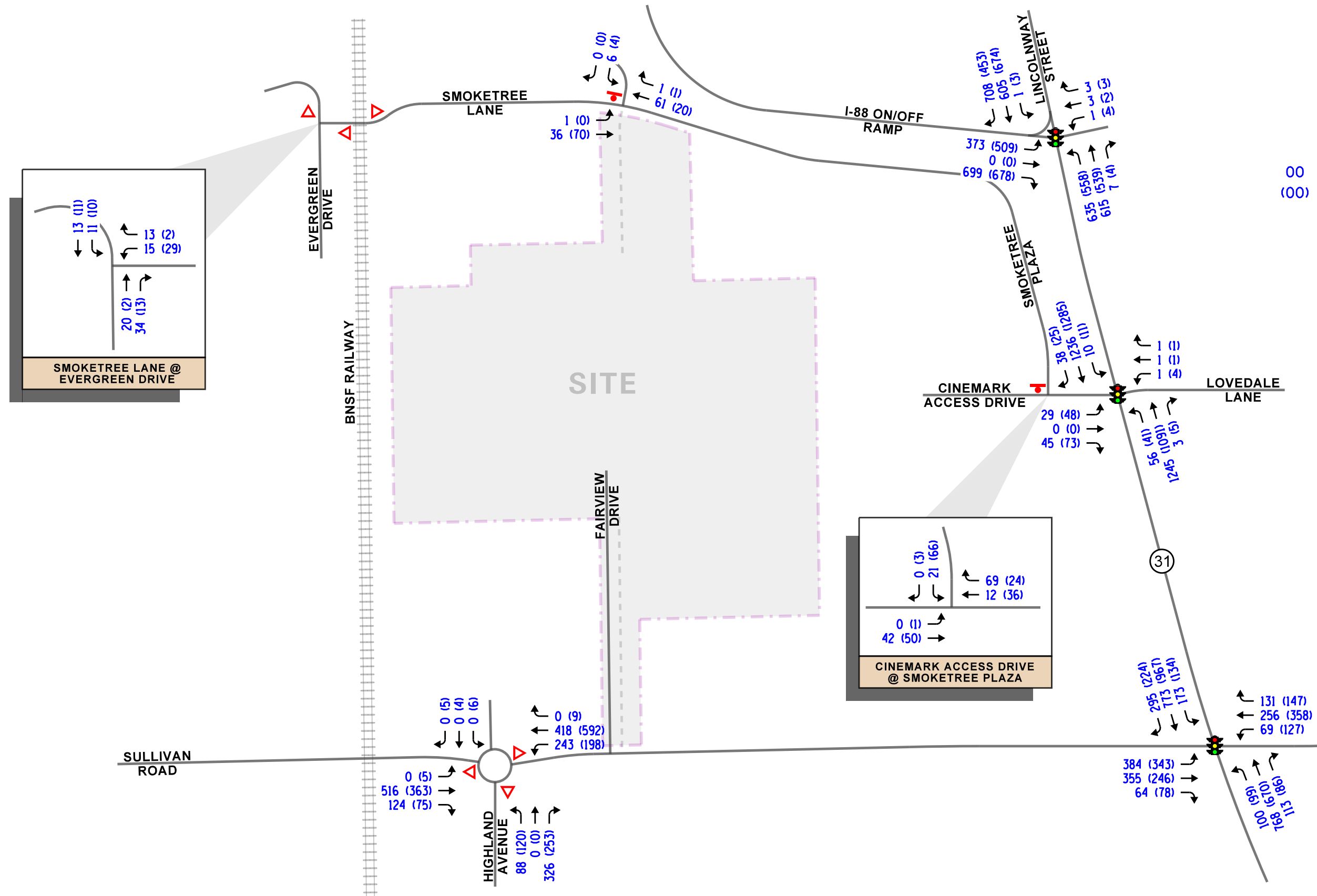
- IL 31 with Sullivan Road
- IL 31 with Interstate 88 Ramps
- IL 31 with Lovedale Lane/Cinemark access drive/Smoketree Plaza
- Sullivan Road with Highland Avenue
- Cinemark access drive with Smoketree Plaza
- Smoketree Lane with the Rodeway Inn access drive
- Smoketree Lane with Evergreen Drive/Styrofoam Recycling access drive

The results of the traffic counts indicate that the weekday morning peak hour generally occurs from 7:15 A.M. to 8:15 A.M. and the weekday evening peak hour generally occurs from 4:15 to 5:15 P.M.

To determine the impact of the ongoing COVID-19 pandemic on the existing traffic volumes, the 2022 traffic volumes at the intersection of IL 31 with Sullivan Road were compared with traffic volumes previously conducted by KLOA, Inc. in 2016 that were increased by a regional growth factor (as discussed later). The results of the comparison showed that the traffic volumes were approximately 25 percent lower during the weekday morning peak hour and 10 percent lower during the weekday evening peak hour compared to the 2016 traffic volumes increased by a regional growth factor. As such, the Year 2022 traffic volumes were increased by 25 and 10 percent during the weekday morning and weekday evening peak hours, respectively, to estimate the Year 2022 base traffic volumes. **Figure 4** illustrates the Year 2022 base peak hour traffic volumes. **Figure 5** illustrates the Year 2022 base peak hour truck volumes. Copies of the traffic count summary sheets are included in the Appendix.

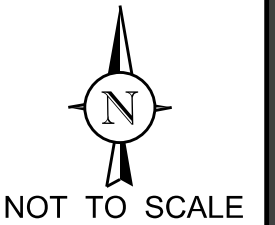


- LEGEND**
- 00 - AM PEAK HOUR (7:15-8:15 AM)
 - (00) - PM PEAK HOUR (4:15-5:15 PM)

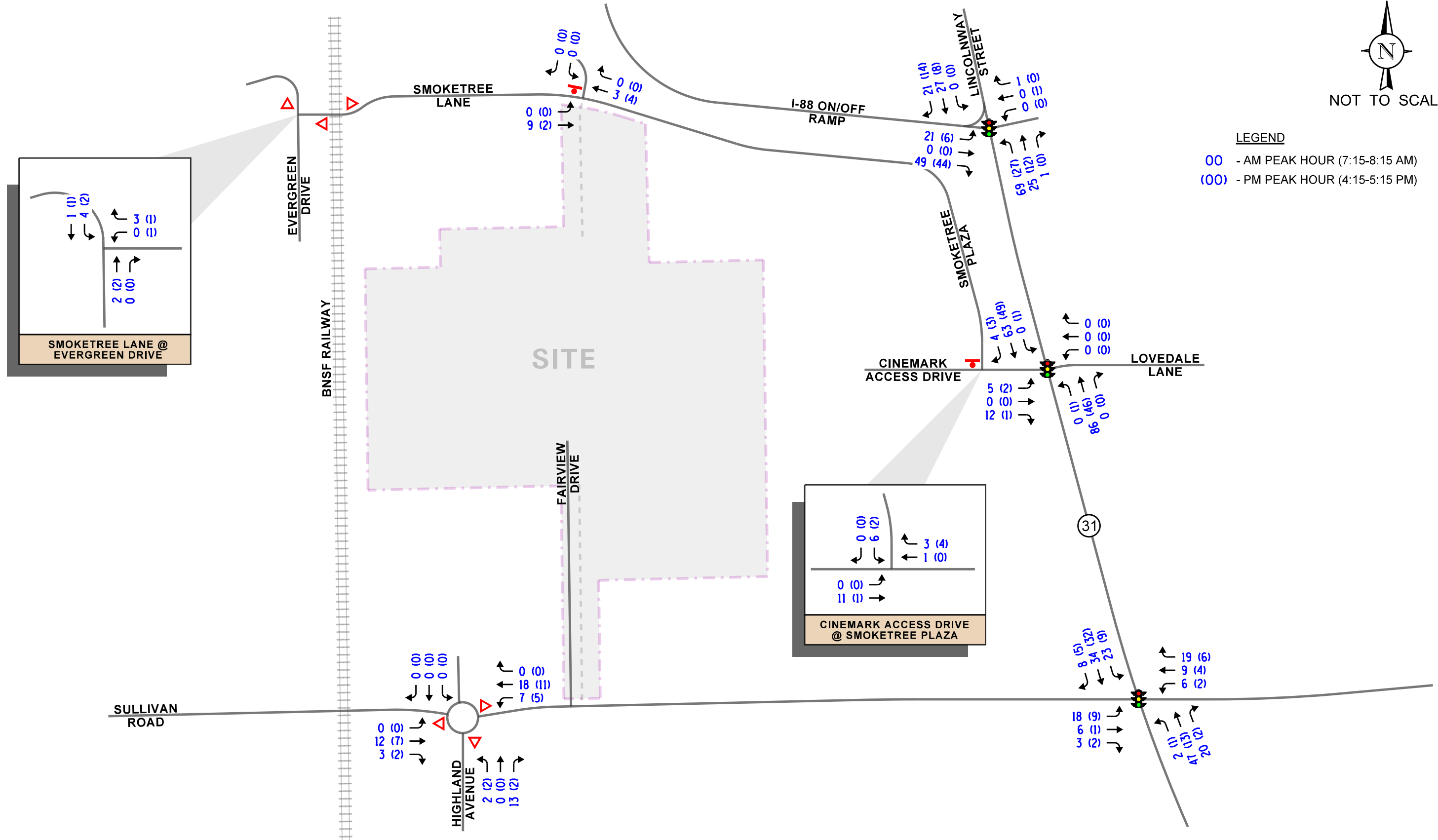


PROPOSED WAREHOUSE
NORTH AURORA, ILLINOIS

YEAR 2022 BASE TRAFFIC VOLUMES



- LEGEND**
- 00 - AM PEAK HOUR (7:15-8:15 AM)
 - (00) - PM PEAK HOUR (4:15-5:15 PM)



Crash Data

KLOA, Inc. obtained crash data¹ for the most recent available five years (2016 to 2020) for the intersections of IL 31 with Sullivan Road, the I-88 ramps, and Lovedale Lane as well as the intersections of Sullivan Road with Highland Avenue, Smoketree Lane with the Rodeway Inn access drive, and Smoketree Lane with Evergreen Drive. A summary of the crash data is found in **Tables 1** through **4**. No crashes occurred at the intersections of Smoketree Lane with the Rodeway Inn access drive or Evergreen Drive during the time period surveyed. A review of the crash data found that no fatal crashes occurred at the intersections during the review period.

Table 1
IL 31 WITH SULLIVAN ROAD – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	
2016	1	0	1	7	0	8	0	17
2017	2	0	1	5	0	5	0	13
2018	1	0	0	3	0	12	1	17
2019	2	0	1	2	1	8	0	14
2020	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>7</u>	<u>0</u>	<u>9</u>
Total	6	0	3	18	2	40	1	70
Average	1.2	0.0	<1.0	3.6	<1.0	5.0	<1.0	14.0

¹ IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.

Table 2

IL 31 WITH I-88 RAMPS – CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2016	0	0	0	3	0	4	0	7
2017	0	0	0	2	1	9	0	12
2018	0	0	0	3	1	12	0	16
2019	0	0	1	6	0	11	0	18
2020	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>10</u>	<u>0</u>	<u>11</u>
Total	0	0	1	15	2	46	0	64
Average	0.0	0.0	<1.0	3.0	<1.0	9.2	0.0	12.8

Table 3

IL 31 WITH LOVEDALE LANE – CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2016	0	0	0	2	0	1	0	3
2017	0	1	0	0	0	2	1	4
2018	1	0	0	3	0	3	0	7
2019	0	0	1	2	0	1	0	4
2020	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>1</u>	<u>3</u>
Total	1	1	1	7	0	9	2	21
Average	<1.0	<1.0	<1.0	1.4	0.0	1.8	<1.0	4.2

Table 4

SULLIVAN ROAD WITH HIGHLAND AVENUE – CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2016	0	0	0	1	0	0	0	1
2017	0	0	2	0	0	1	0	3
2018	0	0	0	2	0	0	0	2
2019	0	0	0	2	0	2	0	4
2020	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Total	0	0	4	5	0	3	0	12
Average	0.0	0.0	<1.0	1.0	0.0	<1.0	0.0	2.4

3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

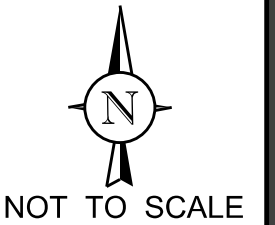
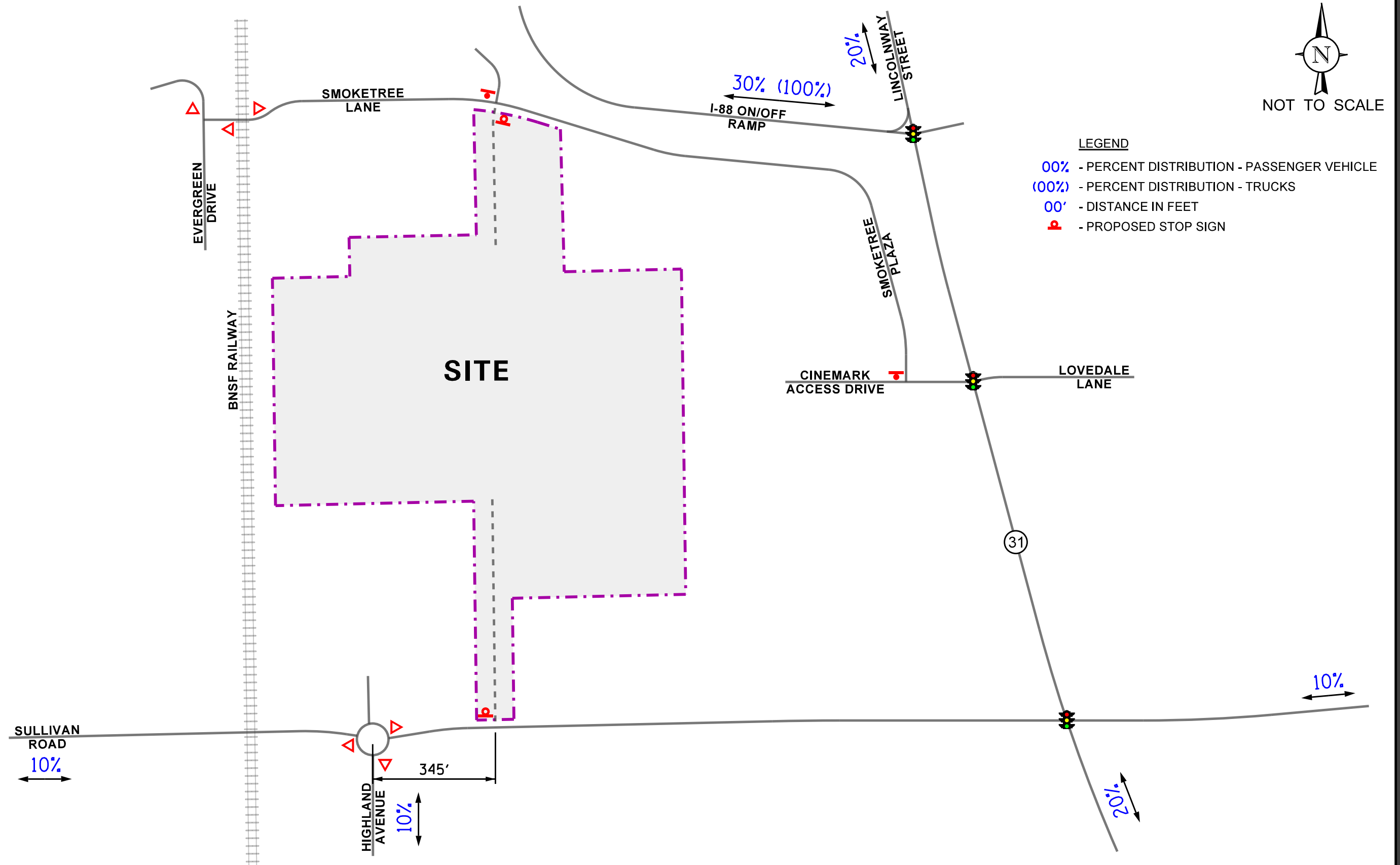
As proposed, the site will be developed with two warehouse buildings totaling 429,000 square feet of space. Access to the development will be provided via one access drive on Sullivan Road and one access drives on Smoketree Lane as summarized below:

- The Sullivan Road access drive will be located on the north side of the road approximately 345 feet east of the Sullivan Road/Highland Avenue roundabout and immediately west of the Fairview Dental access drive. Given that Sullivan Road is a designated truck route and the tight turn between IL 31 and Smoketree Plaza, all semi-trailer trucks traveling to and from the development will be directed to use this access drive. This access drive will provide one inbound lane and one outbound lane with larger radii to accommodate the turning truck traffic. In addition, an approximate 225-foot eastbound left-turn lane with a 110-foot taper will be provided on Sullivan Road serving the proposed access drive and Fairview Dental access drive.
- The Smoketree Lane access drive will be located on the south side of the road aligned opposite the Rodeway Inn access drive. This access drive will provide one inbound lane and one outbound lane with larger radii to accommodate the turning truck traffic.

A site plan depicting the proposed development layout and access is included in the Appendix.

Directional Distribution

The directions from which passenger vehicles will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. Given that Sullivan Road is a designated truck route and the tight turn between IL 31 and Smoketree Lane, all semi-trailer trucks traveling to and from the development will be direct to use the Sullivan Road access drive. **Figure 6** illustrates the directional distribution of passenger vehicle and truck traffic.



PROPOSED WAREHOUSE
NORTH AURORA, ILLINOIS

ESTIMATED DIRECTIONAL DISTRIBUTION

Peak Hour Traffic Volumes

The volume of traffic estimated to be generated by the proposed warehouse development was determined based a review of trip generation data published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual*, 11th Edition. Land Use Code 150 (Warehouse) was utilized to estimate the trips for the development. **Table 5** shows the estimated trips to be generated by the proposed development.

Table 5

ESTIMATED VEHICLE TRIP GENERATION

Facility/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Trips
	In	Out	Total	In	Out	Total	
Warehouse – 429,000 s.f. (LUC 150)							
Passenger Vehicle Traffic	52	12	64	14	50	64	458
Truck Traffic	4	5	9	7	6	13	258
Total	56	17	73	21	56	77	716

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

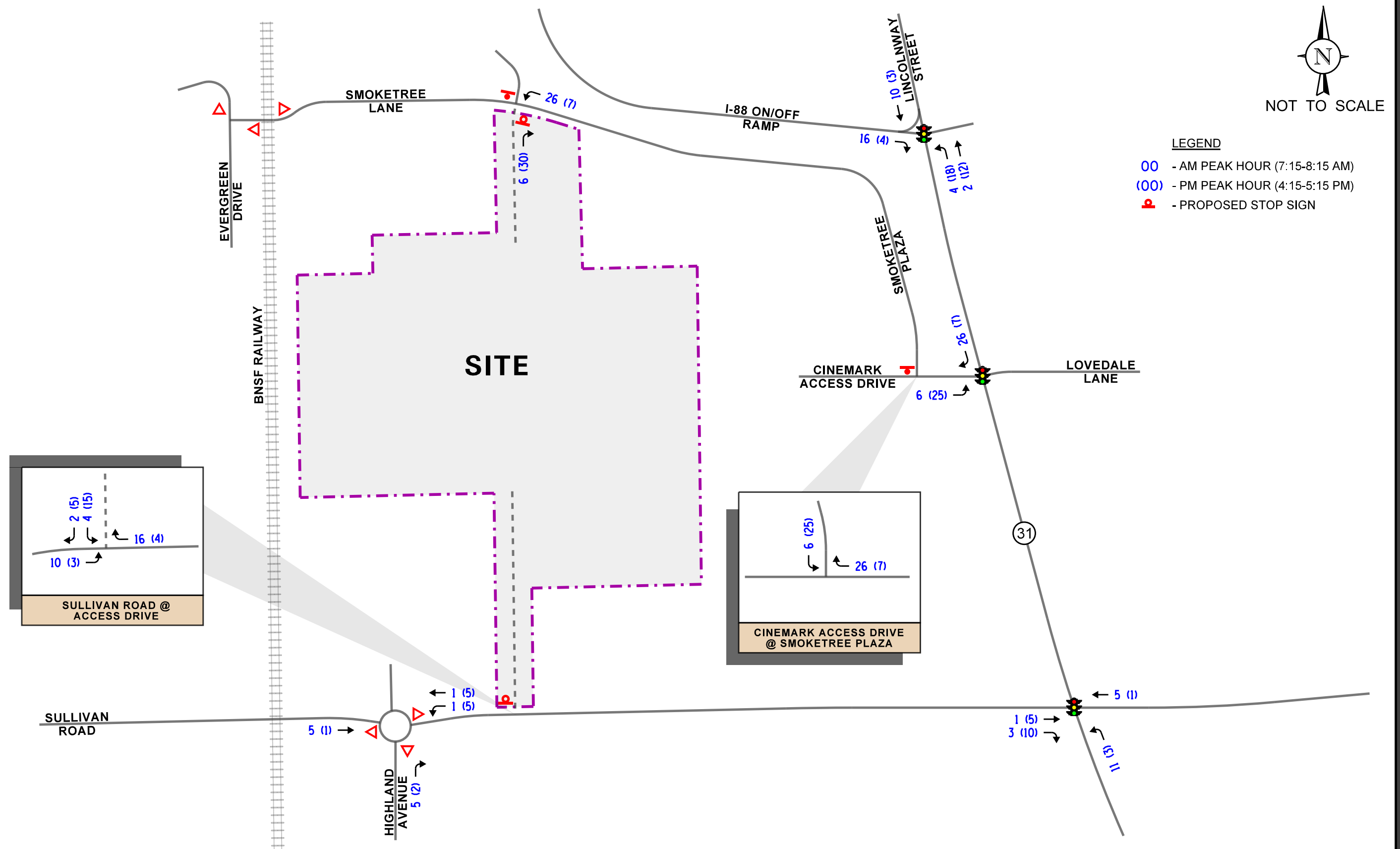
The estimated weekday morning and weekday evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 6). **Figure 7** illustrates the traffic assignment of the new passenger vehicle trips and **Figure 8** illustrates the traffic assignment of the new truck trips.

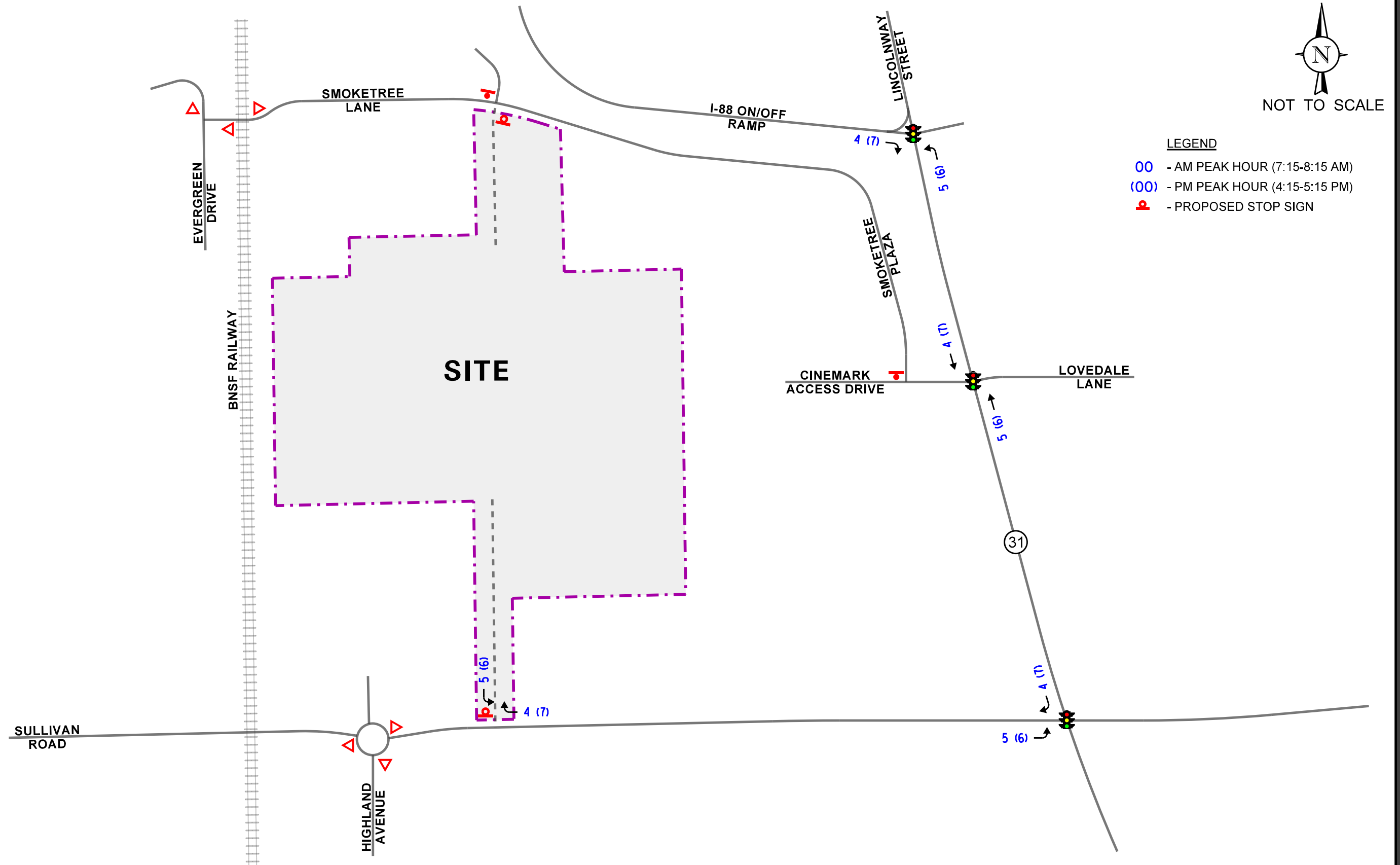
Background (No-Build) Traffic Conditions

The Year 2022 existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on 2050 Annual Average Daily Traffic (AADT) projections provided by the Chicago Metropolitan Agency for Planning (CMAP) in a letter dated April 18, 2022, the existing traffic volumes were increased by an annually compounded growth rate of approximately 1.2 percent for six years (one-year buildout plus five years) totaling approximately seven percent to represent Year 2028 conditions. **Figure 9** illustrates the Year 2028 no-build traffic volumes. A copy of the CMAP projections letter is included in the Appendix.

Total Projected Traffic Volumes

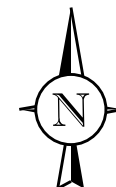
The new development-generated passenger vehicle trips (Figure 7) and truck trips (Figure 8) were added to the existing traffic volumes taking into account background growth (Figure 9) to determine the Year 2028 total projected traffic volumes. **Figure 10** illustrates the Year 2028 total projected traffic volumes.





PROPOSED WAREHOUSE
NORTH AURORA, ILLINOIS

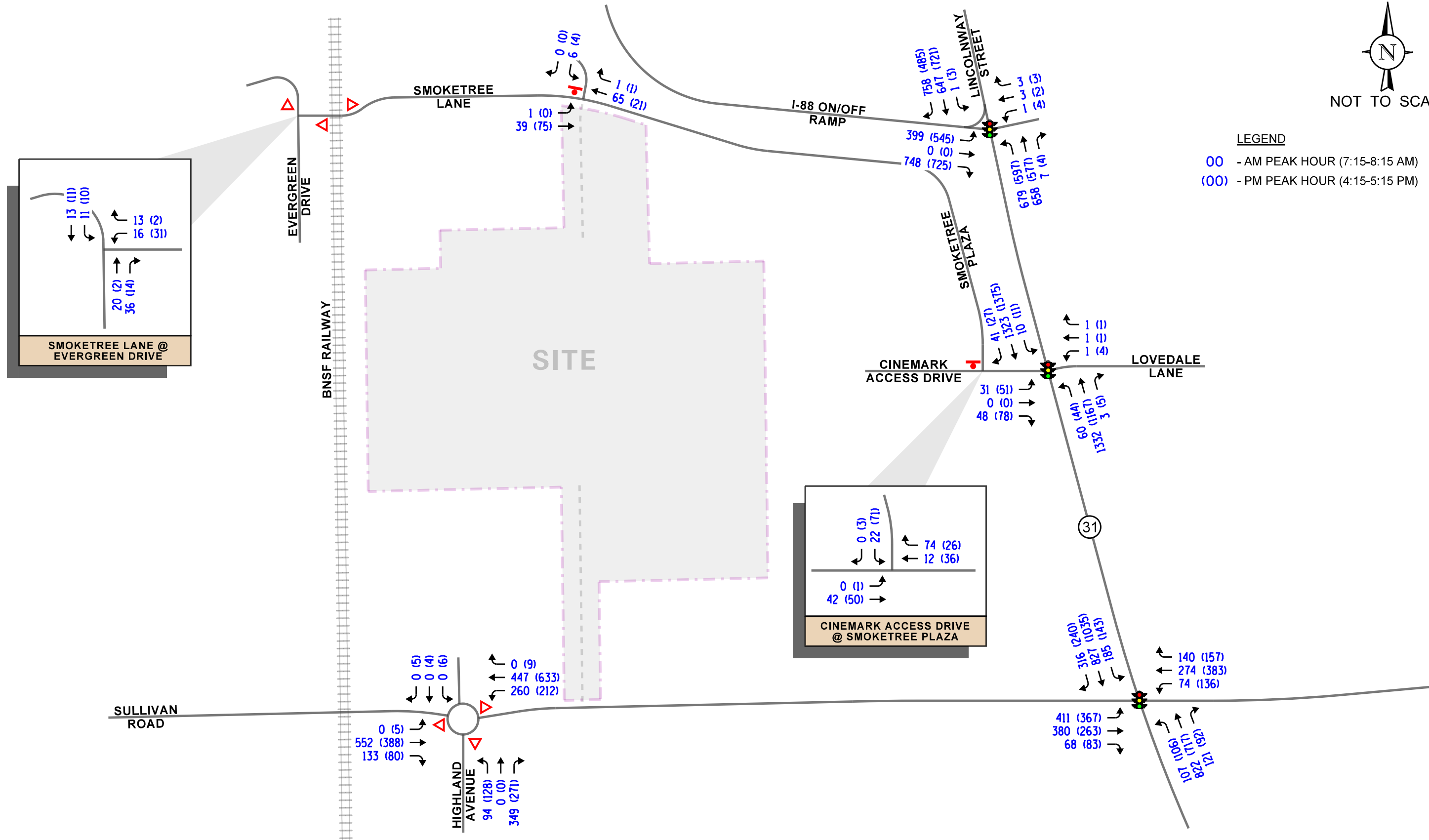
ESTIMATED SITE-GENERATED TRAFFIC VOLUMES
TRUCKS



NOT TO SCALE

LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (4:15-5:15 PM)



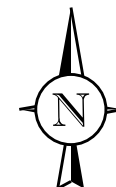
PROPOSED WAREHOUSE
NORTH AURORA, ILLINOIS

YEAR 2028 NO-BUILD TRAFFIC VOLUMES




Job No: 22-114

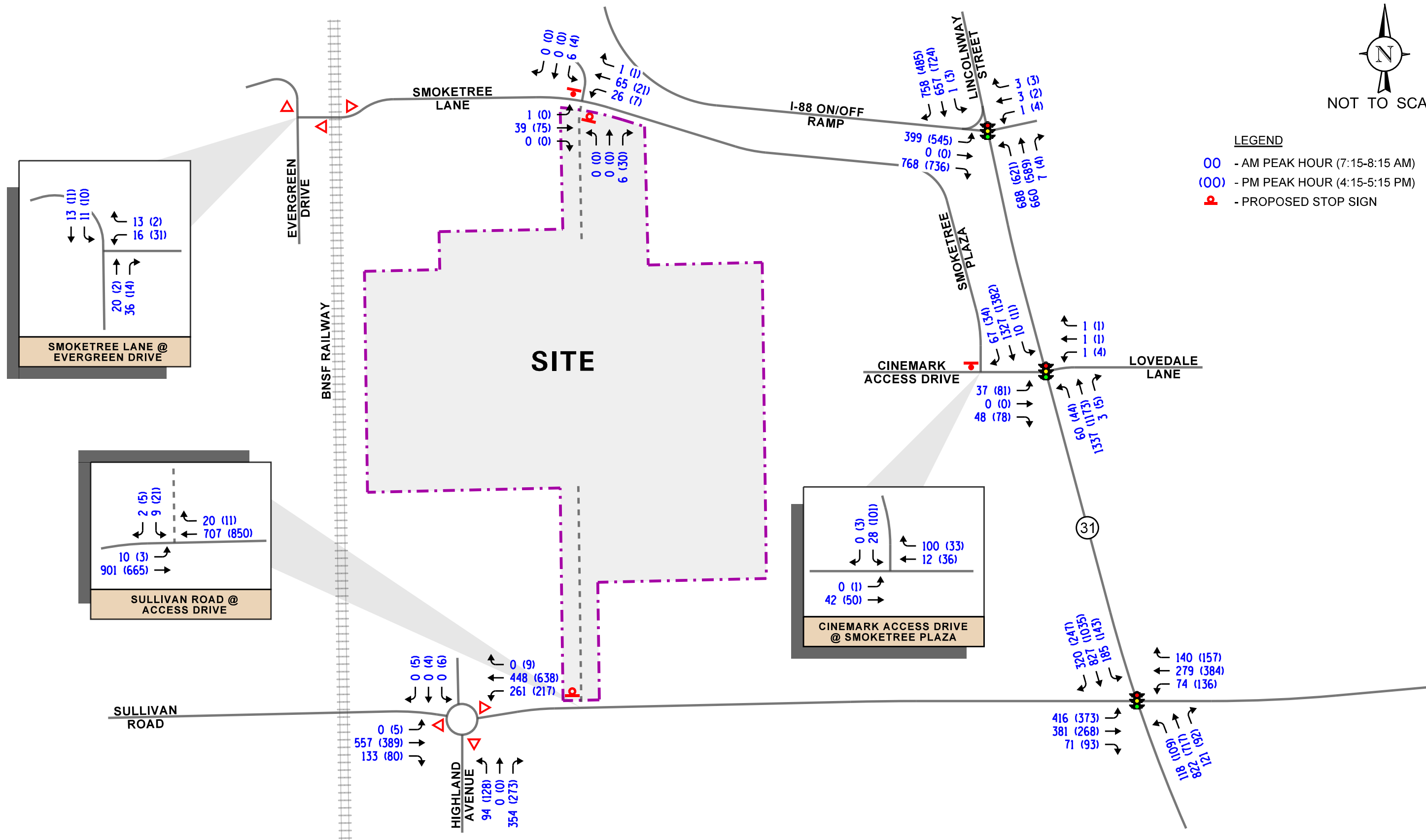
Figure: 9



NOT TO SCALE

LEGEND

- 00 - AM PEAK HOUR (7:15-8:15 AM)
- (00) - PM PEAK HOUR (4:15-5:15 PM)
-  - PROPOSED STOP SIGN



PROPOSED WAREHOUSE
NORTH AURORA, ILLINOIS

YEAR 2028 TOTAL PROJECTED TRAFFIC VOLUMES



Job No: 22-114 Figure: 10

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the Year 2022 base, Year 2028 no-build, and Year 2028 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using Synchro/SimTraffic 11 software. The analysis for the signalized intersections were accomplished using field measured cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the base, no-build, and total projected conditions are presented in **Tables 6 through 11**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 6

IL 31 WITH SULLIVAN ROAD – SIGNALIZED

Base Conditions	Peak Hour	Eastbound		Westbound			Northbound			Southbound		Overall	
		L	T/R	L	T	R	L	T	R	L	T/R		
	Weekday Morning	F 99+	D 50.7	C 34.6	E 57.1	D 39.1	B 18.2	C 29.3	B 15.4	B 18.8	C 31.3	D 41.5	
		E – 74.3		D – 48.5			C – 26.6			C – 29.6			
	Weekday Evening	F 83.3	D 49.9	C 34.9	E 57.7	D 39.7	B 19.2	C 25.5	B 12.4	A 8.7	C 20.9	D 35.0	
		E – 67.1		D – 48.9			C – 23.4			B – 19.7			
	No-Build Conditions	Weekday Morning	F 99+	D 49.4	C 32.9	D 53.5	D 35.3	C 23.9	C 33.4	B 17.7	C 22.4	D 35.5	D 46.0
			F – 84.1		D – 45.1			C – 30.6			C – 33.7		
		Weekday Evening	F 99+	D 49.4	C 34.1	E 56.5	D 38.3	C 26.0	C 27.4	B 13.3	B 10.4	C 25.2	D 38.5
			E – 75.5		D – 47.8			C – 25.8			C – 23.7		
Projected Conditions	Weekday Morning	F 99+	D 49.0	C 32.6	D 53.2	C 35.0	C 27.3	C 33.7	B 17.8	C 22.8	D 36.7	D 46.7	
		F – 85.0		D – 44.9			C – 31.2			C – 34.7			
	Weekday Evening	F 99+	D 49.8	C 34.2	E 56.5	D 38.3	C 27.1	C 27.4	B 13.3	B 11.1	C 25.1	D 39.3	
		E – 78.2		D – 47.8			C – 26.0			C – 23.7			
Letter denotes Level of Service L – Left Turn R – Right Turn Delay is measured in seconds. T – Through													

TABLE 7
IL 31 WITH I-88 RAMPS – SIGNALIZED

Base Conditions	Peak Hour	Eastbound		Westbound	Northbound		Southbound			Overall	
		L/T	R	L/T/R	L	T/R	L	T	R		
	Weekday Morning	F 85.0	B 19.9	C – 24.1	F 99+	B 14.2	B 14.0	D 43.5	C 21.0	D 45.7	
		D – 42.3			E – 63.7		C – 31.3				
	Weekday Evening	E 75.8	B 14.8	C – 22.0	F 99+	C 23.9	B 19.3	E 60.1	A 8.5	D 48.1	
		D – 41.0			E – 65.2		D – 39.2				
	No-Build Conditions	Weekday Morning	F 99+	C 23.0	C – 24.3	F 99+	B 13.7	B 14.0	D 45.0	C 31.7	E 57.9
			D – 50.4			F – 85.5		D – 37.8			
		Weekday Evening	F 91.7	B 16.4	C – 22.0	F 99+	C 23.2	B 19.3	E 64.3	B 10.2	E 56.4
			D – 48.7			E – 79.2		D – 42.5			
Projected Conditions	Weekday Morning	F 99+	C 24.6	C – 24.3	F 99+	B 13.3	B 14.0	D 45.4	C 32.2	E 60.2	
		D – 51.0			F – 91.3		D – 38.3				
	Weekday Evening	F 91.7	B 16.8	C – 22.0	F 99+	C 22.5	B 19.3	E 64.6	B 10.4	E 59.6	
		D – 48.7			F – 88.2		D – 42.8				
Letter denotes Level of Service Delay is measured in seconds.		L – Left Turn R – Right Turn T – Through									

TABLE 8

IL 31 WITH LOVEDALE LANE/CINEMARK ACCESS DRIVE – SIGNALIZED

Base Conditions	Peak Hour	Eastbound		Westbound	Northbound		Southbound		Overall	
		L/T	R	L/T/R	L	T/R	L	T/R		
	Weekday Morning	E 59.4	E 67.2	D – 49.3	A 2.8	A 4.7	A 3.0	A 9.6	A 8.7	
		E – 64.1			A – 4.6		A – 9.5			
	Weekday Evening	E 70.4	E 75.3	E – 57.0	A 2.6	A 4.5	A 1.6	A 6.7	A 8.9	
		E – 73.7			A – 4.4		A – 6.7			
	No-Build Conditions	Weekday Morning	E 59.8	E 68.2	D – 49.3	A 3.2	A 5.1	A 3.8	B 12.0	B 10.0
			E – 64.9			A – 5.0		B – 11.9		
		Weekday Evening	E 70.0	E 75.9	E – 56.3	A 3.0	A 5.1	A 2.1	A 9.0	B 10.3
			E – 73.6			A – 5.0		A – 9.0		
Projected Conditions	Weekday Morning	E 63.3	E 68.4	D – 49.3	A 3.3	A 5.1	A 3.7	B 12.8	B 10.6	
		E – 66.2			A – 5.0		B – 12.7			
	Weekday Evening	E 80.0	E 70.9	D – 54.8	A 3.6	A 5.7	A 2.5	B 10.4	B 12.1	
		E – 75.6			A – 5.6		B – 10.3			
Letter denotes Level of Service Delay is measured in seconds.		L – Left Turn R – Right Turn T – Through								

Table 9

CAPACITY ANALYSIS RESULTS – UNSIGNALIZED – BASE CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Sullivan Road with Highland Avenue ¹				
• Overall	C	15.5	B	11.1
• Eastbound Approach	C	17.3	A	8.0
• Westbound Approach	B	11.7	B	13.8
• Northbound Approach	C	18.9	A	9.2
• Southbound Approach	--	--	A	7.4
Cinemark Access Drive with Smoketree Plaza ²				
• Southbound Approach	A	9.4	A	9.3
• Eastbound Left Turn	A	0.0	A	7.3
Smoketree Lane with Rodeway Inn Access Drive ²				
• Southbound Approach	A	9.2	A	9.1
• Eastbound Left Turn	A	7.4	A	0.0
Smoketree Lane with Evergreen Drive/Styrofoam Recycling Access Drive ³				
• Westbound Approach	A	9.2	A	8.9
LOS = Level of Service		1 – Roundabout		3 – Yield
Delay is measured in seconds		2 – Two-way stop control		

Table 10-

CAPACITY ANALYSIS RESULTS – UNSIGNALIZED – NO-BUILD CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Sullivan Road with Highland Avenue ¹				
• Overall	C	19.3	B	12.8
• Eastbound Approach	C	22.1	A	8.7
• Westbound Approach	B	13.3	C	16.4
• Northbound Approach	C	24.4	B	10.2
• Southbound Approach	--	--	A	8.0
Cinemark Access Drive with Smoketree Plaza ²				
• Southbound Approach	A	9.5	A	9.4
• Eastbound Left Turn	A	0.0	A	7.3
Smoketree Lane with Rodeway Inn Access Drive ²				
• Southbound Approach	A	9.3	A	9.1
• Eastbound Left Turn	A	7.4	A	0.0
Smoketree Lane with Evergreen Drive/Styrofoam Recycling Access Drive ³				
• Westbound Approach	A	9.2	A	8.9
LOS = Level of Service		1 – Roundabout		3 – Yield
Delay is measured in seconds		2 – Two-way stop control		

Table 11

CAPACITY ANALYSIS RESULTS – UNSIGNALIZED – TOTAL CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Sullivan Road with Highland Avenue¹				
• Overall	C	19.8	B	13.1
• Eastbound Approach	C	22.7	A	8.8
• Westbound Approach	B	13.4	C	16.9
• Northbound Approach	C	24.7	B	10.2
• Southbound Approach	--	--	A	8.1
Cinemark Access Drive with Smoketree Plaza²				
• Southbound Approach	A	9.6	A	9.6
• Eastbound Left Turn	A	0.0	A	7.3
Smoketree Lane with Rodeway Inn Access Drive/Proposed Access Drive²				
• Northbound Approach	A	8.6	A	8.9
• Southbound Approach	A	9.9	A	9.6
• Eastbound Left Turn	A	7.4	A	0.0
• Westbound Left Turn	A	7.4	A	7.4
Smoketree Lane with Evergreen Drive/Styrofoam Recycling Access Drive³				
• Westbound Approach	A	9.2	A	8.9
Sullivan Road with Proposed Access Drive²				
• Southbound Approach	D	25.3	F	99+
• Eastbound Left Turn	A	9.9	B	11.6
LOS = Level of Service		1 – Roundabout	3 – Yield	
Delay is measured in seconds		2 – Two-way stop control		

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development-generated traffic.

IL 31 with Sullivan Road

The results of the capacity analysis indicate that this intersection currently operates at an overall Level of Service (LOS) D during the weekday morning and weekday evening peak hours. All the intersection movements operate at LOS D or better during both peak hours except the eastbound left-turn movement and the westbound through movement. During both peak hours, the eastbound left-turn movement operates at LOS F and the westbound through movement operates on the threshold between LOS D/E. This is due in part to the fact that IL 31 is the primary road at this intersection and receives the majority of the green time.

Under Year 2028 no-build conditions, the intersection is projected to operate at an overall LOS D during both the weekday morning and evening peak hours. All the intersection movements are projected to continue to operate at LOS D or better during both peak hours except the eastbound left-turn movement and the westbound through movement. The eastbound left-turn movement is projected to continue to operate at LOS F during both peak hours and the westbound movement is projected to continue to operate on the threshold of LOS D/E during the weekday evening peak hour.

Under Year 2028 total projected conditions, the intersection is projected to continue to operate at an overall LOS D during the weekday morning and evening peak hours. All the intersection movements are projected to continue to operate at LOS D or better during both peak hours except the eastbound left-turn movement and the westbound through movement. The eastbound left-turn movement is projected to continue to operate at LOS F during both peak hours and the westbound movement is projected to continue to operate on the threshold of LOS D/E during the weekday evening peak hour. It is recommended that the signal timings at this intersection be optimized. With the reallocation of some green time from the IL 31 approaches to the Sullivan Road approaches, the intersection is projected to operate at LOS D and all the movements are projected to operate at LOS D or better during both peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic to be generated by the proposed development and no additional roadway improvements or traffic control modifications are required at this intersection.

IL 31 with I-88 Ramps

The results of the capacity analysis indicate that this intersection currently operates at LOS D during the weekday morning and weekday evening peak hours. All the intersection movements operate at LOS D or better during both peak hours except the eastbound left-turn/through movement, the northbound left-turn movement, and the southbound through movement. The eastbound through/left-turn movement and the northbound left-turn movement operate at LOS E or F during both peak hours and the northbound through movements operates at LOS E during the evening peak hour.

Under Year 2028 no-build conditions, the overall intersection is projected to operate on the threshold between LOS D/E during the weekday morning and evening peak hours. All the intersection movements are projected to continue to operate at LOS D or better during both peak hours except the eastbound left-turn/through movement, the northbound left-turn movement, and the southbound through movement, which are projected to continue to operate at LOS E or F.

Under Year 2028 total projected conditions, the intersection is projected to operate at an overall LOS E during the weekday morning and weekday evening peak hours. All the intersection movements are projected to continue to operate at LOS D or better during both peak hours except the eastbound left-turn/through movement, the northbound left-turn movement, and the southbound through movement, which are projected to continue to operate at LOS E or F. The development-generated traffic is projected to represent just over one percent of the traffic at this intersection during the peak hours. As such, the development will have a limited impact on the operation of this intersection and no roadway improvements or traffic signal modifications are required.

IL 31 with Lovedale Lane/Cinemark Access Drive

The results of the capacity analysis indicate that the intersection currently operates at an overall LOS A during the weekday morning and evening peak hours. All the intersection movements operate at LOS D or better during both peak hours except the eastbound left-turn movement, eastbound through/right-turn movement, and westbound approach during the evening peak hour, which are projected to operate at LOS E. This is due in part to the fact that IL 31 is the primary road at this intersection and receives the majority of the green time.

Under Year 2028 no-build conditions, the overall intersection is projected to operate at LOS B during the weekday morning and evening peak hours. All the intersection movements are projected to continue to operate at LOS D or better during both peak hours except the eastbound left-turn movement, eastbound through/right-turn movement, and westbound approach during the evening peak hour, which are projected to continue to operate at LOS E.

Under Year 2028 total projected conditions, the overall intersection is projected to operate at LOS B during the weekday morning and evening peak hours. All the intersection movements are projected to continue to operate at LOS D or better during both peak hours except the eastbound left-turn movement, eastbound through/right-turn movement, and westbound approach during the weekday evening peak hour, which are projected to continue to operate at LOS E. As such, intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements or signal modifications will be required.

Sullivan Road with Highland Avenue

The results of the capacity analysis indicate that the roundabout currently operates at an overall LOS C during the weekday morning peak hour and at LOS B during the weekday evening peak hour. All approaches currently operate at LOS C or better during the peak hours.

Under Year 2028 no-build conditions, the roundabout is projected to continue to operate at LOS C during the weekday morning peak hour and at LOS B during the weekday evening peak hour. All approaches are projected to continue operating at LOS C or better during the peak hours.

Under Year 2028 total projected conditions, the roundabout is projected to continue to operate at LOS C during the weekday morning peak hour and at LOS B during the weekday evening peak hour. All approaches are projected to continue to operate at LOS C or better during the peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements or traffic control modifications are required.

Smoketree Plaza with Cinemark Access Drive

The results of the capacity analysis indicate that the Smoketree Plaza southbound approach currently operates at LOS A during the weekday morning and weekday evening peak hours. The eastbound left-turn movement is projected to operate at LOS A during both peak hours. It should be noted that given the proximity of the intersection to IL 31, the southbound approach and the eastbound approach does experience some queuing as the traffic on these approaches must wait for the green phase for the Cinemark/Smoketree Plaza approach at its intersection with IL 31. Under Year 2028 no-build conditions, the southbound approach and eastbound left-turn movement are projected to continue operating at their current levels of service. Under Year 2028 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to continue to operate at LOS A during both peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements or traffic control modifications are required.

Smoketree Lane with Evergreen Drive/Styrofoam Recycling Access Drive

Since the southbound approach at this intersection is under yield sign control, the intersection was analyzed assuming all-way stop sign control. The results of the capacity analysis indicate that the westbound, northbound, and southbound approaches all currently operate at LOS A during the weekday morning and evening peak hours. Under Year 2028 no-build conditions, all approaches are projected to continue operating at LOS A during both peak hours. Under Year 2028 total projected conditions, all approaches are projected to operate at LOS A during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements or traffic control modifications are required.

Sullivan Road with Proposed Access Drive

Access to the development is proposed via an access drive located on the north side of Sullivan Road approximately 345 feet east of the Sullivan Road/Highland Avenue roundabout and immediately west of the Fairview Dental access drive. Given that Sullivan Road is a designated truck route and the tight turn between IL 31 and Smoketree Lane, all semi-trailer trucks will be directed to use this access drive. This access drive will provide one inbound lane and one outbound lane with larger radii to accommodate the turning truck traffic. In addition, an approximate 225-foot eastbound left-turn lane with a 110-foot taper will be provided on Sullivan Road serving the proposed access drive and Fairview Dental access drive.

It should be noted that the proximity of the proposed access drive to the Highland Avenue roundabout and the Fairview Dental access drive should not pose any operational issues due to the following:

- The lower travel speeds experienced along Sullivan Road within the vicinity of the access drive, as westbound vehicles are slowing down as they approach the roundabout and westbound vehicles are starting to accelerate after exiting the roundabout.
- The excellent sight lines that will be provided between the roundabout, the proposed access drive, and the Fairview Dental access drive with the elimination of the existing trees and brush as part of the construction of the access drive.
- The eastbound left-turn lane proposed to be provided on Sullivan Road serving the proposed access drive and the Fairview Dental access drive.
- The lower volume of traffic projected to use the access drive and that currently uses the Fairview Dental access drive.

Further, it is important to note that Sullivan Road is designated a truck route and currently has a number of access drives serving industrial and warehouse uses located along Sullivan Road.

Under Year 2028 total projected conditions, the southbound approach from the proposed access drive is projected to operate at LOS D during the weekday morning peak hour and at LOS F during the weekday evening peak hour. The development traffic will be able to exit onto Sullivan Road. However, during the evening peak period this traffic will experience some additional delay. This is common and expected for an access drive intersecting a major roadway such as Sullivan Road. Further, it is important to note that the analysis provides a conservative (worst-case) analysis as it did not consider the following factors:

- The signalized intersection of Sullivan Road and IL 31 and the roundabout at Sullivan Road/Highland Avenue intersection, which both create additional gaps in the Sullivan Road traffic stream.
- The median that will be provided along Sullivan Road with proposed left-turn lane that will allow exiting vehicles to complete a two-stage left turn.

As such, the access drive approach is projected to operate better than the capacity analyses are indicating.

Smoketree Lane with Rodeway Inn Access Drive/Proposed Access Drive

The results of the capacity analysis indicate that the southbound approach currently operates at LOS A during the weekday morning and weekday evening peak hours. The eastbound left-turn movement is projected to operate at LOS A during both peak hours. Under Year 2028 no-build conditions, the southbound approach and eastbound left-turn movement are projected to continue operating at their current levels of service.

Access to the development is proposed via an access drive on located on the south side of Smoketree Lane aligned opposite the Rodeway Inn access drive. This access drive will provide one inbound lane and one outbound lane with larger radii to accommodate the turning truck traffic. Under Year 2028 total projected conditions, the northbound approach from the proposed development and the southbound approach are projected to operate at LOS A during the weekday morning and evening peak hours. The eastbound and westbound left turns are projected to operate at LOS A during both peak hours. As such, the proposed site access drive will provide efficient and flexible access to the site with limited impact on Smoketree Lane.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- Access to the development will be provided via one access drive on Sullivan Road and one access drive on Smoketree Lane as summarized below:
 - The Sullivan Road access drive will be located on the north side of the road approximately 345 feet east of the Sullivan Road/Highland Avenue roundabout and immediately west of the Fairview Dental access drive. Given that Sullivan Road is a designated truck route and the tight turn between IL 31 and Smoketree Plaza, all semi-trailer trucks will be directed to use this access drive. This access drive will provide one inbound lane and one outbound lane with larger radii to accommodate the turning truck traffic. In addition, an approximate 225-foot eastbound left-turn lane with a 110-foot taper will be provided on Sullivan Road serving the proposed access drive and Fairview Dental access drive.
 - The Smoketree Lane access drive will be located on the south side of the road aligned opposite the Rodeway Inn access drive. This access drive will provide one inbound lane and one outbound lane with larger radii to accommodate the turning truck traffic.
- The proximity of the proposed access drive to the Highland Avenue roundabout and the Fairview Dental access drive should not pose any operational issues due to the following:
 - The lower travel speeds experienced along Sullivan Road within the vicinity of the access drive, as westbound vehicles are slowing down as they approach the roundabout and westbound vehicles are starting to accelerate after exiting the roundabout.
 - The excellent sight lines that will be provided between the roundabout, the proposed access drive, and the Fairview Dental access drive with the elimination of the existing trees and brush as part of the construction of the access drive.
 - The eastbound left-turn lane proposed to be provided on Sullivan Road serving proposed the access drive and the Fairview Dental access drive.
 - The lower volume of traffic projected to use the access drive and currently using the Fairview Dental access drive.
 - That Sullivan Road is designated a truck route and that a number of access drives serving industrial and warehouse uses are currently located along Sullivan Road.

- The proposed access system will be adequate in accommodating the traffic projected to be generated by the proposed development.
- The results of the capacity analyses indicate that the existing roadway system generally has sufficient reserve capacity to accommodate the traffic to be generated by the proposed development.

Appendix

Traffic Count Summary Sheets

Site Plan

CMAP 2050 Projections Letter

Level of Service Criteria

Capacity Analysis Summary Sheets

Traffic Count Summary Sheets



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Count Name: IL+31+with+Sullivan+Road
Site Code:
Start Date: 04/05/2022
Page No: 1

Turning Movement Data

Start Time	Sullivan Rd Eastbound					Sullivan Rd Westbound					IL 31 Northbound					IL 31 Southbound					Int. Total				
	Left	Thru	Right	App. Total		Left	Thru	Right	U-Turn	Peds	App. Total		Left	Thru	U-Turn	Peds	App. Total		Left	Thru		Right	U-Turn	Peds	App. Total
6:30 AM	74	53	10	137		7	39	31	0	0	77		33	157	0	0	190		26	114	54	0	0	194	598
6:45 AM	61	40	11	112		16	53	27	0	0	96		21	131	0	0	152		30	128	57	0	0	215	575
Hourly Total	135	93	21	249		23	92	58	0	0	173		54	288	0	0	342		56	242	111	0	0	409	1173
7:00 AM	81	63	15	159		17	58	30	0	0	105		10	111	0	0	121		36	103	40	0	0	179	564
7:15 AM	68	46	10	124		11	51	19	0	0	81		18	153	0	0	171		43	149	39	0	0	231	607
7:30 AM	75	94	8	177		14	63	27	0	0	104		24	178	0	0	202		32	149	62	0	0	243	726
7:45 AM	94	84	15	193		16	54	28	0	0	98		28	131	0	0	159		29	145	70	0	0	244	694
Hourly Total	318	287	48	653		58	226	104	0	0	388		80	573	0	0	653		140	546	211	0	0	897	2591
8:00 AM	70	60	18	148		14	37	31	0	0	82		10	152	0	0	162		34	175	65	0	0	274	666
8:15 AM	80	28	14	122		20	40	27	0	0	87		23	110	0	0	133		15	123	39	0	0	177	519
8:30 AM	64	43	15	122		17	34	28	0	0	79		13	122	0	0	135		19	153	37	1	0	210	546
8:45 AM	49	52	20	121		17	37	25	0	0	79		13	84	0	0	97		22	140	45	0	0	207	504
Hourly Total	263	183	67	513		68	148	111	0	0	327		59	468	0	0	527		90	591	186	1	0	868	2235
*** BREAK ***	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-	-
3:00 PM	49	94	33	176		26	98	35	0	0	159		18	113	0	0	131		20	175	41	0	0	236	702
3:15 PM	53	74	16	143		25	63	23	0	0	111		19	159	0	1	178		29	217	52	1	0	299	731
3:30 PM	78	81	27	186		39	99	33	0	0	171		28	151	0	0	179		40	191	45	0	0	276	812
3:45 PM	69	52	20	141		36	89	32	0	0	157		25	139	0	0	164		28	222	48	3	0	301	763
Hourly Total	249	301	96	646		126	349	123	0	0	598		90	562	0	1	652		117	805	186	4	0	1112	3008
4:00 PM	72	54	14	140		22	64	44	0	0	130		25	174	0	0	199		42	193	51	0	0	286	755
4:15 PM	79	48	20	147		36	83	29	0	0	148		22	164	0	0	186		33	228	51	0	0	312	793
4:30 PM	82	59	16	157		32	90	46	0	1	168		25	150	0	0	175		37	199	43	0	0	279	779
4:45 PM	65	48	14	127		28	64	32	0	0	124		15	149	0	0	164		21	239	68	0	0	328	743
Hourly Total	298	209	64	571		118	301	151	0	1	570		87	637	0	0	724		133	859	213	0	0	1205	3070
5:00 PM	86	69	21	176		19	88	27	0	0	134		28	146	0	0	174		31	213	42	0	0	286	770
5:15 PM	52	54	17	123		34	83	30	0	0	147		27	187	0	0	214		21	223	39	1	0	284	768
5:30 PM	50	43	21	114		24	65	35	0	0	124		25	143	0	0	168		21	200	56	0	2	277	683
5:45 PM	47	49	17	113		25	68	28	0	0	121		17	125	0	0	142		27	168	48	0	2	243	619
Hourly Total	235	215	76	526		102	304	120	0	0	526		97	601	0	0	698		100	804	185	1	4	1090	2840
Grand Total	1498	1288	372	3158		495	1420	667	0	1	2582		467	3129	0	1	3596		636	3847	1092	6	4	5581	14917
Approach %	47.4	40.8	11.8	-		19.2	55.0	25.8	0.0	-	-		13.0	87.0	0.0	-	-		11.4	68.9	19.6	0.1	-	-	-
Total %	10.0	8.6	2.5	21.2		3.3	9.5	4.5	0.0	-	17.3		3.1	21.0	0.0	-	24.1		4.3	25.8	7.3	0.0	-	-	37.4
Lights	1432	1246	359	3037		467	1384	588	0	-	2439		454	2957	0	-	3411		554	3642	1060	6	-	5262	14149
% Lights	95.6	96.7	96.5	96.2		94.3	97.5	88.2	-	-	94.5		97.2	94.5	-	-	94.9		87.1	94.7	97.1	100.0	-	-	94.3
Buses	17	15	1	33		0	6	0	0	0	6		3	30	0	0	33		9	31	5	0	-	45	117
% Buses	1.1	1.2	0.3	1.0		0.0	0.4	0.0	-	-	0.2		0.6	1.0	-	-	0.9		1.4	0.8	0.5	0.0	-	0.8	0.8

Single-Unit Trucks	28	12	9	49	11	12	26	0	-	49	6	57	0	-	63	24	82	19	0	-	125	286
% Single-Unit Trucks	1.9	0.9	2.4	1.6	2.2	0.8	3.9	-	-	1.9	1.3	1.8	-	-	1.8	3.8	2.1	1.7	0.0	-	2.2	1.9
Articulated Trucks	21	15	3	39	17	18	53	0	-	88	4	85	0	-	89	49	92	8	0	-	149	365
% Articulated Trucks	1.4	1.2	0.8	1.2	3.4	1.3	7.9	-	-	3.4	0.9	2.7	-	-	2.5	7.7	2.4	0.7	0.0	-	2.7	2.4
Bicycles on Road	0	0	0	0	0	0	0	0	-	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	4	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-

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Start Date: 04/05/2022
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

[illegible]

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3

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Page No.: 4

Sullivan Rd
11 31

Start Time	Sullivan Rd Eastbound				Sullivan Rd Westbound				IL 31 Northbound				IL 31 Southbound				Int. Total				
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	U-Turn	Peds	App. Total	Left	Thru	Right		U-Turn	Peds	App. Total	
4:15 PM	79	48	20	147	36	83	29	0	148	22	164	0	0	186	33	228	51	0	0	312	793
4:30 PM	82	59	16	157	32	90	46	0	168	25	150	0	0	168	37	199	43	0	0	279	779
4:45 PM	65	48	14	127	28	64	32	0	124	15	149	0	0	164	21	239	68	0	0	328	743
5:00 PM	86	69	21	176	19	88	27	0	134	28	146	0	0	174	31	213	42	0	0	286	770
Total	312	224	71	607	115	325	134	0	574	90	609	0	0	699	122	879	204	0	0	1205	3085
Approach %	51.4	36.9	11.7	-	20.0	56.6	23.3	0.0	-	12.9	87.1	0.0	-	-	10.1	72.9	16.9	0.0	-	-	-
Total %	10.1	7.3	2.3	19.7	3.7	10.5	4.3	0.0	-	2.9	19.7	0.0	-	22.7	4.0	28.5	6.6	0.0	-	39.1	-
PHF	0.907	0.812	0.845	0.862	0.799	0.903	0.728	0.000	-	0.804	0.928	0.000	-	0.940	0.824	0.919	0.750	0.000	-	0.918	0.973
Lights	303	223	69	595	113	321	128	0	562	89	591	0	-	680	113	847	199	0	-	1159	2996
% Lights	97.1	99.6	97.2	98.0	98.3	98.8	95.5	-	97.9	98.9	97.0	-	-	97.3	92.6	96.4	97.5	-	-	96.2	97.1
Buses	3	0	0	3	0	0	0	0	0	0	5	0	0	5	0	3	0	0	0	3	11
% Buses	1.0	0.0	0.0	0.5	0.0	0.0	0.0	-	0.0	0.0	0.8	-	-	0.7	0.0	0.3	0.0	-	-	0.2	0.4
Single-Unit Trucks	3	1	1	5	1	3	2	0	6	1	4	0	-	5	1	15	2	0	-	18	34
% Single-Unit Trucks	1.0	0.4	1.4	0.8	0.9	0.9	1.5	-	1.0	1.1	0.7	-	-	0.7	0.8	1.7	1.0	-	-	1.5	1.1
Articulated Trucks	3	0	1	4	1	1	4	0	6	0	9	0	-	9	8	14	3	0	-	25	44
% Articulated Trucks	1.0	0.0	1.4	0.7	0.9	0.3	3.0	-	1.0	0.0	1.5	-	-	1.3	6.6	1.6	1.5	-	-	2.1	1.4
Bicycles on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Bicycles on Road	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0
Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
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Count Name: IL+31+with+I-88+Ramps
Site Code:
Start Date: 04/05/2022
Page No: 1

Turning Movement Data

Start Time	I-88 Ramps Eastbound						Access Dr Westbound						IL 31 Northbound						IL 31 Southbound						
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Int. Total
6:30 AM	55	0	116	0	0	171	0	0	0	0	0	0	141	117	0	0	0	258	0	78	124	0	0	202	631
6:45 AM	70	0	125	0	0	195	1	0	0	0	0	1	116	124	4	0	0	244	0	90	137	0	0	227	667
Hourly Total	125	0	241	0	0	366	1	0	0	0	0	1	257	241	4	0	0	502	0	168	261	0	0	429	1298
7:00 AM	77	0	114	0	0	191	0	0	0	0	0	0	109	86	2	0	0	197	0	86	145	0	0	231	619
7:15 AM	79	0	131	0	0	210	0	1	1	0	0	2	106	113	0	0	0	219	1	106	151	0	0	258	689
7:30 AM	68	0	143	1	0	212	1	0	1	0	0	2	150	126	1	0	0	277	0	140	146	0	0	286	777
7:45 AM	97	0	142	0	0	239	0	2	1	0	0	3	135	137	3	0	0	275	0	116	142	0	0	258	775
Hourly Total	321	0	530	1	0	852	1	3	3	0	0	7	500	462	6	0	0	968	1	448	584	0	0	1033	2860
8:00 AM	52	0	143	1	0	196	0	0	0	0	0	0	117	116	3	0	0	236	0	122	127	0	0	249	681
8:15 AM	64	1	101	0	0	166	2	1	0	0	1	3	108	102	2	0	0	212	0	84	130	0	0	214	595
8:30 AM	57	1	105	0	0	163	3	0	1	0	0	4	98	98	4	0	0	200	1	100	114	0	0	215	582
8:45 AM	63	0	99	0	0	162	1	0	0	0	0	1	92	87	3	0	0	182	0	100	94	0	0	194	539
Hourly Total	236	2	448	1	0	687	6	1	1	0	1	8	415	403	12	0	0	830	1	406	465	0	0	872	2397
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	62	0	106	0	0	168	4	1	1	0	0	6	122	89	0	1	0	212	0	152	110	0	0	262	648
3:15 PM	77	0	142	0	0	219	1	0	1	0	2	2	101	110	1	0	0	212	2	163	109	0	0	274	707
3:30 PM	87	0	109	0	0	196	4	0	2	0	0	6	122	117	1	0	0	240	1	188	114	0	0	303	745
3:45 PM	101	0	164	0	0	265	2	0	0	0	1	2	116	89	2	0	0	207	0	151	99	0	0	250	724
Hourly Total	327	0	521	0	0	848	11	1	4	0	3	16	461	405	4	1	0	871	3	654	432	0	0	1089	2824
4:00 PM	99	0	138	1	0	238	2	0	1	0	1	3	120	128	3	0	0	251	0	161	117	0	0	278	770
4:15 PM	126	0	145	0	0	271	0	1	1	0	2	2	132	105	1	1	0	239	1	140	101	0	0	242	754
4:30 PM	97	0	147	0	0	244	2	0	1	0	0	3	129	132	1	0	0	262	1	171	104	0	0	276	785
4:45 PM	129	0	173	1	0	303	1	0	1	0	0	2	123	124	0	0	0	247	0	153	106	0	0	259	811
Hourly Total	451	0	603	2	0	1056	5	1	4	0	3	10	504	489	5	1	0	999	2	625	428	0	0	1055	3120
5:00 PM	110	0	151	0	0	261	1	1	0	0	1	2	122	129	2	0	0	253	1	149	101	0	0	251	767
5:15 PM	114	0	144	0	0	258	3	1	1	0	1	5	136	117	2	0	0	255	0	133	103	0	0	236	754
5:30 PM	101	0	180	0	0	281	0	0	0	0	1	0	108	128	1	0	0	237	1	113	98	0	0	212	730
5:45 PM	124	0	108	0	0	232	0	0	2	0	1	2	64	101	4	0	0	169	0	150	93	0	0	243	646
Hourly Total	449	0	583	0	0	1032	4	2	3	0	4	9	430	475	9	0	0	914	2	545	395	0	0	942	2897
Grand Total	1909	2	2926	4	0	4841	28	8	15	0	11	51	2567	2475	40	2	0	5084	9	2846	2565	0	0	5420	15396
Approach %	39.4	0.0	60.4	0.1	-	-	54.9	15.7	29.4	0.0	-	-	50.5	48.7	0.8	0.0	-	-	0.2	52.5	47.3	0.0	-	-	-
Total %	12.4	0.0	19.0	0.0	-	31.4	0.2	0.1	0.1	0.0	-	0.3	16.7	16.1	0.3	0.0	-	33.0	0.1	18.5	16.7	0.0	-	35.2	-
Lights	1815	1	2677	4	-	4497	27	7	14	0	-	48	2325	2382	39	2	-	4748	9	2739	2447	0	-	5195	14488
% Lights	95.1	50.0	91.5	100.0	-	92.9	96.4	87.5	93.3	-	-	94.1	90.6	96.2	97.5	100.0	-	93.4	100.0	96.2	95.4	-	-	95.8	94.1
Buses	2	0	15	0	-	17	0	0	0	0	-	0	13	34	0	0	-	47	0	42	4	0	-	46	110

[illegible]

Rosemont, Illinois, United States 60018
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Start Date: 04/05/2022
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

[illegible]

Rosemont, Illinois, United States 60018
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Start Date: 04/05/2022
Page No: 4

Start Time	I-88 Ramps Eastbound						Access Dr Westbound						IL 31 Northbound						IL 31 Southbound					
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Int. Total					
4:15 PM 4:30 PM 4:45 PM	126	0	145	0	0	271	0	1	1	0	2	2	132	105	1	1	0	239	754					
	97	0	147	0	0	244	2	0	1	0	0	3	129	132	1	0	0	262	785					
	129	0	173	1	0	303	1	0	1	0	0	2	123	124	0	0	0	247	811					
5:00 PM Total	110	0	151	0	0	261	1	1	0	0	1	2	122	129	2	0	0	253	767					
	462	0	616	1	0	1079	4	2	3	0	3	9	506	490	4	1	0	1001	3117					
Approach %	42.8	0.0	57.1	0.1	-	-	44.4	22.2	33.3	0.0	-	-	50.5	49.0	0.4	0.1	-	-	-					
Total %	14.8	0.0	19.8	0.0	-	34.6	0.1	0.1	0.1	0.0	-	0.3	16.2	15.7	0.1	0.0	-	32.1	33.0					
PHF	0.895	0.000	0.890	0.250	-	0.890	0.500	0.500	0.750	0.000	-	0.750	0.958	0.928	0.500	0.250	-	0.955	0.931					
Lights	456	0	572	1	-	1029	4	1	3	0	-	8	479	478	4	1	-	962	1006					
% Lights	98.7	-	92.9	100.0	-	95.4	100.0	50.0	100.0	-	-	88.9	94.7	97.6	100.0	100.0	-	96.1	96.4					
Buses	0	0	2	0	-	2	0	0	0	0	-	0	0	4	0	0	-	4	10					
% Buses	0.0	-	0.3	0.0	-	0.2	0.0	0.0	0.0	-	-	0.0	0.0	0.8	0.0	0.0	-	0.4	0.3					
Single-Unit Trucks	4	0	15	0	-	19	0	1	0	0	-	1	12	6	0	0	-	18	47					
% Single-Unit Trucks	0.9	-	2.4	0.0	-	1.8	0.0	50.0	0.0	-	-	11.1	2.4	1.2	0.0	0.0	-	1.8	1.5					
Articulated Trucks	2	0	27	0	-	29	0	0	0	0	-	0	15	2	0	0	-	17	55					
% Articulated Trucks	0.4	-	4.4	0.0	-	2.7	0.0	0.0	0.0	-	-	0.0	3.0	0.4	0.0	0.0	-	1.7	1.8					
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0					
% Bicycles on Road	0.0	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0					
Pedestrians	-	-	-	-	0	-	-	-	-	-	3	-	-	-	-	-	0	-	-					
% Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-					

Study Name	IL 31 with Smokefree Plaza
Start Date	Tuesday, April 05, 2022 6:00 AM
End Date	Tuesday, April 05, 2022 6:00 PM
Site Code	

Report Summary

Time Period		Eastbound						Westbound						Northbound						Southbound						Southside						Crosswalk								
Class.	HL	L	T	R	U	I	O	L	T	R	U	I	O	L	T	R	U	I	O	L	T	R	U	I	O	HL	BL	BR	U	I	O	Total	sidetra	Total						
Peak 1 Specified Period 7:15 AM - 8:15 AM One Hour Peak 7:15 AM - 8:15 AM	Lights	0	17	0	14	0	31	11	0	1	0	0	3	10	6	30	910	3	9	958	960	7	926	4	22	2	961	931	1	0	10	0	11	52	1964	EB	1	1		
	Buses	0	2	0	7	0	2	0	0	0	0	0	0	14	11	0	0	0	14	11	0	0	11	0	0	0	11	16	0	0	0	0	0	27	WB	0	0			
	Single-Unit Truck	0	0	5	0	5	1	0	0	0	0	0	0	36	31	1	21	1	2	0	25	36	1	2	0	25	36	0	5	0	5	2	71	NB	0	0				
	Triculated Truck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23%	4%	3%	0%	0				
	Tricycles on Road	0	3	0	1	4	0	4	0	0	0	0	0	36	33	0	31	0	1	0	32	39	0	1	0	32	39	0	1	0	1	1	73	SB	0	0				
Peak 2 Specified Period 4:15 PM - 5:15 PM One Hour Peak 4:15 PM - 5:15 PM	Lights	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	SEB	0	0	0	0			
	Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	SEB	0	0					
	Single-Unit Truck	0	1	0	0	1	0	0	0	0	0	0	0	18	20	0	19	0	2	0	21	19	0	2	0	21	19	1	0	1	0	3	42	NB	0	0				
	Triculated Truck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3%	13%	2%	0%	0					
	Tricycles on Road	0	0	0	0	0	0	0	0	0	0	0	0	18	25	0	25	0	1	0	26	18	0	1	0	26	18	0	0	0	0	1	44	SB	2	2				
Total PHF	Total	1	20	0	30	0	51	39	4	0	1	0	6	14	26	8	992	5	9	1034	1035	8	989	5	25	2	1029	1022	1	0	16	0	17	55	2135	1	1			
	PHF	0.25	0.83	0	0.36	0	0.46	0.75	0.15	0	0.25	0.25	0	0.38	0.69	0.5	0.94	0.92	0.38	0.45	0.93	0.95	0.67	0.94	0.62	0.69	0.5	0.93	0.93	0.25	0	0.67	0	0.71	0.92	0.96				
	Approach %						2%	2%					0%	1%						40%	40%										1%	3%								
	Lights	1	19	0	30	0	50	39	4	0	1	1	0	6	14	26	7	946	5	3	987	1191	9	1119	10	10	2	1150	991	23	0	35	3	0	61	19	2254	EB	0	0
	Buses	0	0	0	0	0	0	0	0	0	0	0	0	11	5	0	0	11	0	5	98	96%	100%	98%	100%	77%	100%	98%	96%	0	0	0	0	0	97%	83%	96%	0%	0	
Total PHF	Total	1	20	0	30	0	51	39	4	0	1	0	6	14	26	8	992	5	9	1034	1035	8	989	5	25	2	1029	1022	1	0	16	0	17	55	2135	17	17			
	PHF	0.25	0.83	0	0.36	0	0.46	0.75	0.15	0	0.25	0.25	0	0.38	0.69	0.5	0.94	0.92	0.38	0.45	0.93	0.95	0.67	0.94	0.62	0.65	0.5	0.92	0.98	0.55	0	0.43	0.38	0	0.49	0.72	0.98			
	Approach %						2%	2%					0%	1%						44%	44%										3%	1%								



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Count Name: Sullivan Rd with Highland Ave
Roundabout
Site Code:
Start Date: 04/05/2022
Page No: 1

Turning Movement Data

Start Time	Sullivan Rd Eastbound						Sullivan Rd Westbound						Highland Ave Northbound						Access Rd Southbound						
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Int. Total
6:30 AM	0	96	13	0	0	109	26	78	0	0	0	104	15	0	52	0	0	67	0	0	0	0	0	0	280
6:45 AM	0	73	23	0	0	96	42	85	0	0	0	127	25	0	44	0	0	69	0	0	0	0	0	0	292
Hourly Total	0	169	36	0	0	205	68	163	0	0	0	231	40	0	96	0	0	136	0	0	0	0	0	0	572
7:00 AM	0	85	17	0	0	102	37	58	0	0	0	95	4	0	67	0	0	71	0	0	0	0	0	0	268
7:15 AM	0	82	20	0	0	102	47	72	0	0	0	119	17	0	55	0	0	72	0	0	0	0	0	0	293
7:30 AM	0	105	20	0	0	125	47	92	0	0	0	139	13	0	86	0	0	99	0	0	0	0	0	0	363
7:45 AM	0	129	29	0	0	158	56	103	0	1	0	160	21	0	60	0	0	81	0	0	0	0	0	0	399
Hourly Total	0	401	86	0	0	487	187	325	0	1	0	513	55	0	268	0	0	323	0	0	0	0	0	0	1323
8:00 AM	0	97	30	0	0	127	44	67	0	0	0	111	19	0	60	0	0	79	0	0	0	0	0	0	317
8:15 AM	0	66	19	0	0	85	41	61	0	0	0	102	10	0	39	0	0	49	0	0	0	0	0	0	236
8:30 AM	0	84	22	0	0	106	38	51	0	0	0	89	17	0	51	0	0	68	0	0	0	0	0	0	263
8:45 AM	0	77	14	0	0	91	27	57	0	1	0	85	20	0	41	0	0	61	0	0	0	0	0	0	237
Hourly Total	0	324	85	0	0	409	150	236	0	1	0	387	66	0	191	0	0	257	0	0	0	0	0	0	1053
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	1	125	22	0	0	148	43	128	0	0	0	171	41	1	45	0	0	87	2	2	2	0	0	6	412
3:15 PM	1	96	28	0	0	125	56	105	0	1	0	162	37	1	52	2	0	92	0	1	1	0	0	2	381
3:30 PM	1	89	19	0	0	109	51	129	5	1	0	186	18	1	54	0	0	73	2	1	0	0	0	3	371
3:45 PM	0	73	26	1	0	100	47	130	3	0	0	180	22	3	55	0	0	80	3	1	1	0	0	5	365
Hourly Total	3	383	95	1	0	482	197	492	8	2	0	699	118	6	206	2	0	332	7	5	4	0	0	16	1529
4:00 PM	1	87	23	0	0	111	49	118	2	0	0	169	24	1	49	0	0	74	2	3	0	0	0	5	359
4:15 PM	0	78	20	0	0	98	43	134	1	0	0	178	22	0	66	0	0	88	4	0	2	0	0	6	370
4:30 PM	3	77	13	0	0	93	35	159	5	0	0	199	33	0	65	0	0	98	0	1	0	0	0	1	391
4:45 PM	1	80	18	1	0	100	44	124	2	0	0	170	25	0	50	0	0	75	2	1	1	0	0	4	349
Hourly Total	5	322	74	1	0	402	171	535	10	0	0	716	104	1	230	0	0	335	8	5	3	0	0	16	1469
5:00 PM	0	95	17	0	0	112	58	121	1	0	0	180	29	0	49	0	0	78	0	2	2	0	0	4	374
5:15 PM	0	66	17	0	0	83	46	127	0	0	0	173	19	0	46	0	0	65	0	1	1	0	0	2	323
5:30 PM	0	73	16	0	0	89	48	122	0	0	0	170	19	0	25	0	0	44	1	0	0	0	0	1	304
5:45 PM	0	75	16	0	0	91	45	122	0	0	0	167	22	0	30	0	0	52	0	0	0	0	0	0	310
Hourly Total	0	309	66	0	0	375	197	492	1	0	0	690	89	0	150	0	0	239	1	3	3	0	0	7	1311
Grand Total	8	1908	442	2	0	2360	970	2243	19	4	0	3236	472	7	1141	2	0	1622	16	13	10	0	0	39	7257
Approach %	0.3	80.8	18.7	0.1	-	-	30.0	69.3	0.6	0.1	-	-	29.1	0.4	70.3	0.1	-	-	41.0	33.3	25.6	0.0	-	-	-
Total %	0.1	26.3	6.1	0.0	-	32.5	13.4	30.9	0.3	0.1	-	44.6	6.5	0.1	15.7	0.0	-	22.4	0.2	0.2	0.1	0.0	-	0.5	-
Lights	8	1839	427	2	-	2276	936	2174	19	4	-	3133	460	7	1096	2	-	1565	16	13	10	0	-	39	7013
% Lights	100.0	96.4	96.6	100.0	-	96.4	96.5	96.9	100.0	100.0	-	96.8	97.5	100.0	96.1	100.0	-	96.5	100.0	100.0	100.0	-	-	100.0	96.6
Buses	0	12	6	0	-	18	10	12	0	0	-	22	9	0	16	0	-	25	0	0	0	0	-	0	65

[illegible]



Rosemont, Illinois, United States 60018
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Turning Movement Peak Hour Data (7:15 AM)

[illegible]



Turning Movement Peak Hour Data (4:15 PM)

[illegible]



Kenig Lindgren O'Hara Aboona, Inc.
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018
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Count Name: Smoketree Plaza with Smoketree
access Dr TMC
Site Code:
Start Date: 04/05/2022
Page No: 1

Turning Movement Data

Start Time	Smoketree Plaza Eastbound						Smoketree Plaza Westbound				Smoketree Plaza Access Drive Southbound					
	Left	Thru	U-Turn	Peds	App. Total	Thru	Right	U-Turn	Peds	App. Total	Left	Right	U-Turn	Peds	App. Total	Int. Total
6:30 AM	1	4	0	0	5	9	1	0	0	10	1	0	0	0	1	16
6:45 AM	0	4	0	0	4	11	1	0	0	12	2	1	0	0	3	19
Hourly Total	1	8	0	0	9	20	2	0	0	22	3	1	0	0	4	35
7:00 AM	1	3	0	0	4	12	1	0	2	13	3	0	0	1	3	20
7:15 AM	1	12	0	0	13	13	0	0	0	13	3	0	0	0	3	29
7:30 AM	0	5	0	0	5	9	0	0	0	9	2	0	0	0	2	16
7:45 AM	0	5	0	0	5	16	1	0	1	17	1	0	0	0	1	23
Hourly Total	2	25	0	0	27	50	2	0	3	52	9	0	0	1	9	88
8:00 AM	0	7	0	0	7	11	0	0	0	11	0	0	0	0	0	18
8:15 AM	0	7	0	0	7	22	1	0	0	23	0	2	0	0	2	32
8:30 AM	0	11	0	0	11	9	1	0	0	10	1	0	0	0	1	22
8:45 AM	1	4	0	0	5	6	2	0	0	8	2	0	0	0	2	15
Hourly Total	1	29	0	0	30	48	4	0	0	52	3	2	0	0	5	87
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	0	14	0	0	14	5	2	0	1	7	4	0	0	0	4	25
3:15 PM	0	14	0	0	14	9	5	0	0	14	1	3	0	0	4	32
3:30 PM	1	14	0	0	15	7	2	0	0	9	2	1	0	0	3	27
3:45 PM	0	8	0	0	8	5	1	0	0	6	1	1	0	0	2	16
Hourly Total	1	50	0	0	51	26	10	0	1	36	8	5	0	0	13	100
4:00 PM	0	18	0	0	18	6	1	0	1	7	1	0	0	0	1	26
4:15 PM	0	13	0	0	13	2	1	0	0	3	0	0	0	0	0	16
4:30 PM	0	11	0	0	11	7	1	0	0	8	1	0	0	0	1	20
4:45 PM	0	22	0	0	22	6	0	0	0	6	1	0	0	0	1	29
Hourly Total	0	64	0	0	64	21	3	0	1	24	3	0	0	0	3	91
5:00 PM	0	18	0	0	18	3	3	0	2	6	2	0	0	0	2	26
5:15 PM	1	5	0	0	6	1	2	0	1	3	2	1	0	0	3	12
5:30 PM	0	1	0	0	1	4	3	0	1	7	3	0	0	0	3	11
5:45 PM	1	5	0	0	6	3	2	0	0	5	0	1	0	0	1	12
Hourly Total	2	29	0	0	31	11	10	0	4	21	7	2	0	0	9	61
Grand Total	7	205	0	0	212	176	31	0	9	207	33	10	0	1	43	462
Approach %	3.3	96.7	0.0	-	-	85.0	15.0	0.0	-	-	76.7	23.3	0.0	-	-	-
Total %	1.5	44.4	0.0	-	45.9	38.1	6.7	0.0	-	44.8	7.1	2.2	0.0	-	9.3	-
Lights	7	186	0	-	193	159	31	0	-	190	33	10	0	-	43	426
% Lights	100.0	90.7	-	-	91.0	90.3	100.0	-	-	91.8	100.0	100.0	-	-	100.0	92.2
Buses	0	0	0	-	0	1	0	0	-	1	0	0	0	-	0	1
% Buses	0.0	0.0	-	-	0.0	0.6	0.0	-	-	0.5	0.0	0.0	-	-	0.0	0.2

Single-Unit Trucks	0	11	0	-	11	7	0	0	0	7	0	0	0	-	0	18
% Single-Unit Trucks	0.0	5.4	-	-	5.2	4.0	0.0	-	-	3.4	0.0	0.0	-	-	0.0	3.9
Articulated Trucks	0	8	0	-	8	9	0	0	0	9	0	0	0	-	0	17
% Articulated Trucks	0.0	3.9	-	-	3.8	5.1	0.0	-	-	4.3	0.0	0.0	-	-	0.0	3.7
Bicycles on Road	0	0	0	-	0	0	0	0	0	0	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	-	-	0.0	0.0	0.0	-	-	0.0	0.0	0.0	-	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	9	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-



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Count Name: Smoketree Plaza with Smoketree
access Dr TMC
Site Code:
Start Date: 04/05/2022
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

Start Time	Smoketree Plaza Eastbound					Smoketree Plaza Westbound					Smoketree Plaza Access Drive Southbound				
	Left	Thru	U-Turn	Peds	App. Total	Thru	Right	U-Turn	Peds	App. Total	Left	Right	U-Turn	Peds	Int. Total
7:15 AM	1	12	0	0	13	13	0	0	0	13	3	0	0	0	29
7:30 AM	0	5	0	0	5	9	0	0	0	9	2	0	0	0	16
7:45 AM	0	5	0	0	5	16	1	0	1	17	1	0	0	0	23
8:00 AM	0	7	0	0	7	11	0	0	0	11	0	0	0	0	18
Total	1	29	0	0	30	49	1	0	1	50	6	0	0	0	86
Approach %	3.3	96.7	0.0	-	-	98.0	2.0	0.0	-	-	100.0	0.0	0.0	-	-
Total %	1.2	33.7	0.0	-	34.9	57.0	1.2	0.0	-	58.1	7.0	0.0	0.0	-	-
PHF	0.250	0.604	0.000	-	0.577	0.766	0.250	0.000	-	0.735	0.500	0.000	0.000	-	0.741
Lights	1	20	0	-	21	46	1	0	-	47	6	0	0	-	74
% Lights	100.0	69.0	-	-	70.0	93.9	100.0	-	-	94.0	100.0	-	-	-	86.0
Buses	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Buses	0.0	0.0	-	-	0.0	0.0	0.0	-	-	0.0	0.0	-	-	-	0.0
Single-Unit Trucks	0	6	0	-	6	2	0	0	-	2	0	0	0	-	8
% Single-Unit Trucks	0.0	20.7	-	-	20.0	4.1	0.0	-	-	4.0	0.0	-	-	-	9.3
Articulated Trucks	0	3	0	-	3	1	0	0	-	1	0	0	0	-	4
% Articulated Trucks	0.0	10.3	-	-	10.0	2.0	0.0	-	-	2.0	0.0	-	-	-	4.7
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	0.0	0.0	-	-	0.0	0.0	0.0	-	-	0.0	0.0	-	-	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	1	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-



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Count Name: Smoketree Plaza with Smoketree
access Dr TMC
Site Code:
Start Date: 04/05/2022
Page No: 4

Turning Movement Peak Hour Data (4:15 PM)

Start Time	Smoketree Plaza Eastbound					Smoketree Plaza Westbound					Smoketree Plaza Access Drive Southbound				
	Left	Thru	U-Turn	Peds	App. Total	Thru	Right	U-Turn	Peds	App. Total	Left	Right	U-Turn	Peds	Int. Total
4:15 PM	0	13	0	0	13	2	1	0	0	3	0	0	0	0	16
4:30 PM	0	11	0	0	11	7	1	0	0	8	1	0	0	0	20
4:45 PM	0	22	0	0	22	6	0	0	0	6	1	0	0	0	29
5:00 PM	0	18	0	0	18	3	3	0	2	6	2	0	0	0	26
Total	0	64	0	0	64	18	5	0	2	23	4	0	0	0	91
Approach %	0.0	100.0	0.0	-	-	78.3	21.7	0.0	-	-	100.0	0.0	0.0	-	-
Total %	0.0	70.3	0.0	-	70.3	19.8	5.5	0.0	-	25.3	4.4	0.0	0.0	-	-
PHF	0.000	0.727	0.000	-	0.727	0.643	0.417	0.000	-	0.719	0.500	0.000	0.000	-	0.784
Lights	0	62	0	-	62	14	5	0	-	19	4	0	0	-	4
% Lights	-	96.9	-	-	96.9	77.8	100.0	-	-	82.6	100.0	-	-	-	100.0
Buses	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Buses	-	0.0	-	-	0.0	0.0	0.0	-	-	0.0	0.0	-	-	-	0.0
Single-Unit Trucks	0	2	0	-	2	3	0	0	-	3	0	0	0	-	5
% Single-Unit Trucks	-	3.1	-	-	3.1	16.7	0.0	-	-	13.0	0.0	-	-	-	5.5
Articulated Trucks	0	0	0	-	0	1	0	0	-	1	0	0	0	-	1
% Articulated Trucks	-	0.0	-	-	0.0	5.6	0.0	-	-	4.3	0.0	-	-	-	1.1
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Bicycles on Road	-	0.0	-	-	0.0	0.0	0.0	-	-	0.0	0.0	-	-	-	0.0
Pedestrians	-	-	-	0	-	-	-	-	2	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-



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Count Name: Smoketree Ln with Evergreen
Drive
Site Code:
Start Date: 04/05/2022
Page No: 1

Turning Movement Data

Start Time	Smoketree Plaza Westbound					Evergreen Dr Northbound					Evergreen Dr Southbound				
	Left	Right	U-Turn	Peds	App. Total	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	U-Turn	Peds	App. Total
6:30 AM	2	2	0	0	4	2	6	0	0	8	1	2	0	0	3
6:45 AM	5	6	0	0	11	10	2	1	0	13	0	0	0	0	0
Hourly Total	7	8	0	0	15	12	8	1	0	21	1	2	0	0	3
7:00 AM	0	4	0	0	4	2	3	0	0	5	1	7	0	0	8
7:15 AM	2	2	0	0	4	7	8	1	0	16	1	3	0	0	4
7:30 AM	2	7	0	0	9	7	6	0	0	13	1	0	0	0	1
7:45 AM	6	3	0	0	9	5	7	0	0	12	2	0	0	0	2
Hourly Total	10	16	0	0	26	21	24	1	0	46	5	10	0	0	15
8:00 AM	2	1	0	0	3	0	6	0	0	6	7	10	0	0	17
8:15 AM	3	1	0	0	4	2	1	0	0	3	1	5	0	0	6
8:30 AM	4	0	1	0	5	2	2	1	0	5	5	3	0	0	8
8:45 AM	5	0	0	0	5	2	3	0	0	5	4	3	0	0	7
Hourly Total	14	2	1	0	17	6	12	1	0	19	17	21	0	0	38
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:00 PM	2	0	0	0	2	1	0	0	0	1	7	9	0	0	16
3:15 PM	6	2	0	0	8	5	1	0	0	6	5	6	0	0	11
3:30 PM	9	3	0	1	12	8	3	0	0	11	2	3	0	0	5
3:45 PM	4	1	0	0	5	11	6	0	0	17	0	2	0	0	2
Hourly Total	21	6	0	1	27	25	10	0	0	35	14	20	0	0	34
4:00 PM	7	0	0	0	7	1	1	3	0	5	10	22	0	0	32
4:15 PM	6	0	0	0	6	1	3	0	0	4	4	5	0	0	9
4:30 PM	4	0	0	0	4	1	5	0	0	6	2	2	0	0	4
4:45 PM	2	0	1	0	3	0	1	0	0	1	1	3	0	0	4
Hourly Total	19	0	1	0	20	3	10	3	0	16	17	32	0	0	49
5:00 PM	12	2	1	0	15	0	3	0	0	3	3	1	0	0	4
5:15 PM	6	0	0	0	6	1	3	0	0	4	2	1	0	0	3
5:30 PM	2	0	0	0	2	0	0	0	0	0	1	0	0	0	1
5:45 PM	4	0	0	0	4	1	5	0	0	6	0	0	0	0	0
Hourly Total	24	2	1	0	27	2	11	0	0	13	6	2	0	0	8
Grand Total	95	34	3	1	132	69	75	6	0	150	60	87	0	0	147
Approach %	72.0	25.8	2.3	-	-	46.0	50.0	4.0	-	-	40.8	59.2	0.0	-	-
Total %	22.1	7.9	0.7	-	30.8	16.1	17.5	1.4	-	35.0	14.0	20.3	0.0	-	34.3
Lights	89	27	3	-	119	60	74	6	-	140	48	78	0	-	126
% Lights	93.7	79.4	100.0	-	90.2	87.0	98.7	100.0	-	93.3	80.0	89.7	-	-	85.7
Buses	1	1	0	-	2	0	0	0	-	0	1	0	0	-	1
% Buses	1.1	2.9	0.0	-	1.5	0.0	0.0	0.0	-	0.0	1.7	0.0	-	-	0.7

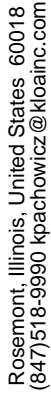
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Start Date: 04/05/2022

Turning Movement Peak Hour Data (7:15 AM)

Start Time	Smoketree Plaza Westbound						Evergreen Dr Northbound				Evergreen Dr Southbound							
	Left	Right	U-Turn	Peds	App. Total		Thru	Right	U-Turn	Peds	App. Total		Left	Thru	U-Turn	Peds	App. Total	Int. Total
7:15 AM	2	2	0	0	4		7	8	1	0	16		1	3	0	0	4	24
7:30 AM	2	7	0	0	9		7	6	0	0	13		1	0	0	0	1	23
7:45 AM	6	3	0	0	9		5	7	0	0	12		2	0	0	0	2	23
8:00 AM	2	1	0	0	3		0	6	0	0	6		7	10	0	0	17	26
Total	12	13	0	0	25		19	27	1	0	47		11	13	0	0	24	96
Approach %	48.0	52.0	0.0	-	-		40.4	57.4	2.1	-	-		45.8	54.2	0.0	-	-	-
Total %	12.5	13.5	0.0	-	26.0		19.8	28.1	1.0	-	49.0		11.5	13.5	0.0	-	25.0	-
PHF	0.500	0.464	0.000	-	0.694		0.679	0.844	0.250	-	0.734		0.393	0.325	0.000	-	0.353	0.923
Lights	12	10	0	-	22		17	27	1	-	45		7	12	0	-	19	86
% Lights	100.0	76.9	-	-	88.0		89.5	100.0	100.0	-	95.7		63.6	92.3	-	-	79.2	89.6
Buses	0	1	0	0	1		0	0	0	0	0		1	0	0	0	1	2
% Buses	0.0	7.7	-	-	4.0		0.0	0.0	0.0	-	0.0		9.1	0.0	-	-	4.2	2.1
Single-Unit Trucks	0	1	0	-	1		0	0	0	-	0		0	0	0	-	0	1
% Single-Unit Trucks	0.0	7.7	-	-	4.0		0.0	0.0	0.0	-	0.0		0.0	0.0	-	-	0.0	1.0
Articulated Trucks	0	1	0	-	1		2	0	0	-	2		3	1	0	-	4	7
% Articulated Trucks	0.0	7.7	-	-	4.0		10.5	0.0	0.0	-	4.3		27.3	7.7	-	-	16.7	7.3
Bicycles on Road	0	0	0	0	0		0	0	0	0	0		0	0	0	0	0	0
% Bicycles on Road	0.0	0.0	-	-	0.0		0.0	0.0	0.0	-	0.0		0.0	0.0	-	-	0.0	0.0
Pedestrians	-	-	-	0	-		-	-	-	0	-		-	-	-	0	-	-
% Pedestrians	-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-



Site Code:
Start Date: 04/05/2022
Page No: 4

Turning Movement Peak Hour Data (4:15 PM)

[illegible]

Site Plan

SITE DATA

SITE AREA: ±1,281,906 S.F. (29.428 AC)

PROPOSED BUILDING B

165,568 SF
FF=692.00

PROPOSED BUILDING A

263,358 SF
FF=692.00



SCALE: 1"=150'

4/28/2022 11:38 AM - Z:\Projects\2021\2335.00-IL\312 - ENGINEERING MASTER\SITE6 04-25-22.dwg



SULLIVAN ROAD - 1 OF 2 SITE PLAN

PINNACLE ENGINEERING GROUP

1051 E. MAIN STREET | SUITE 217 | EAST DUNDEE, IL 60118 | WWW.PINNACLE-ENGR.COM | CHICAGO@PINNACLE-ENGR.COM

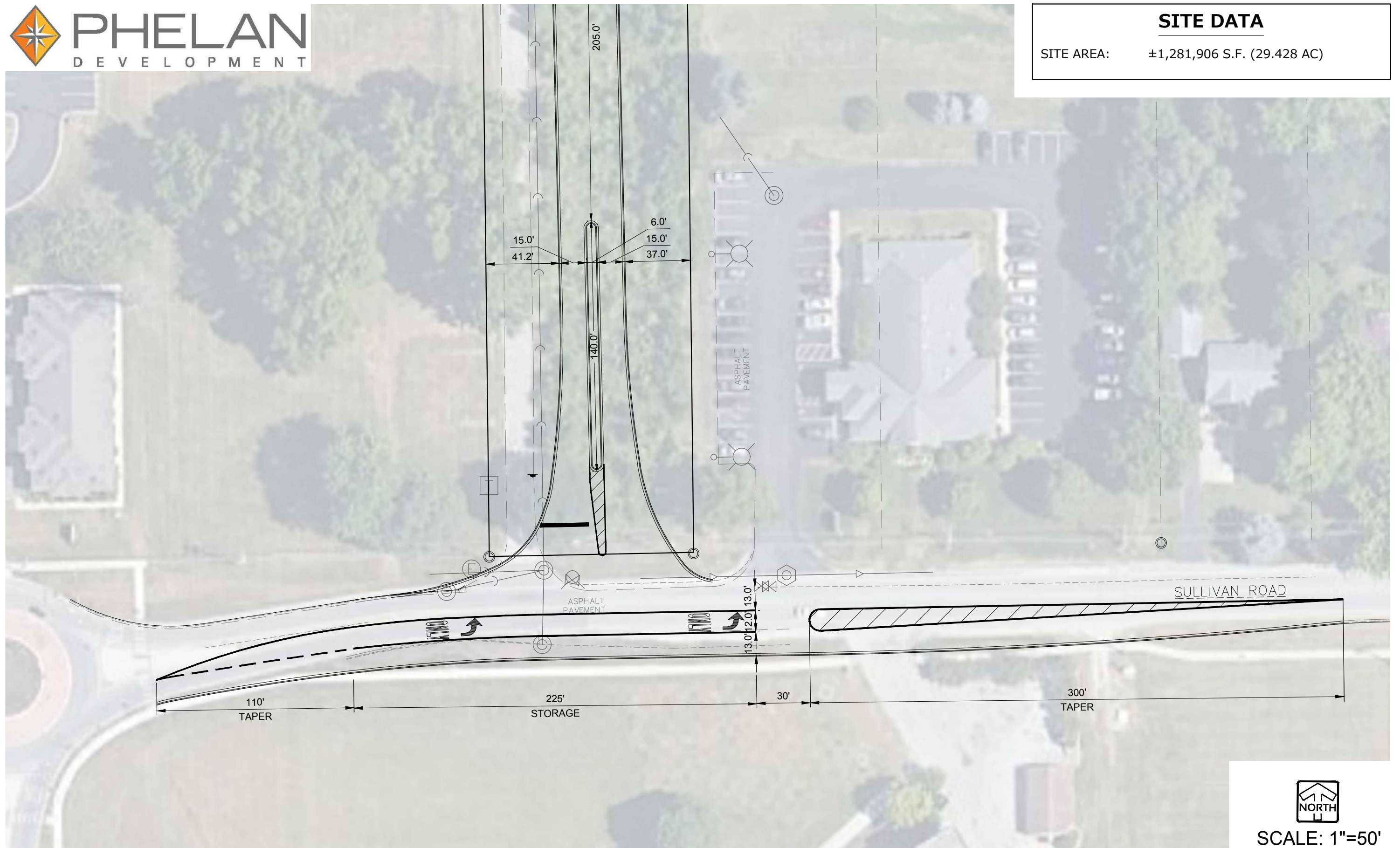
JOB NO. 2335.00-IL 04/28/2022

PLAN | DESIGN | DELIVER

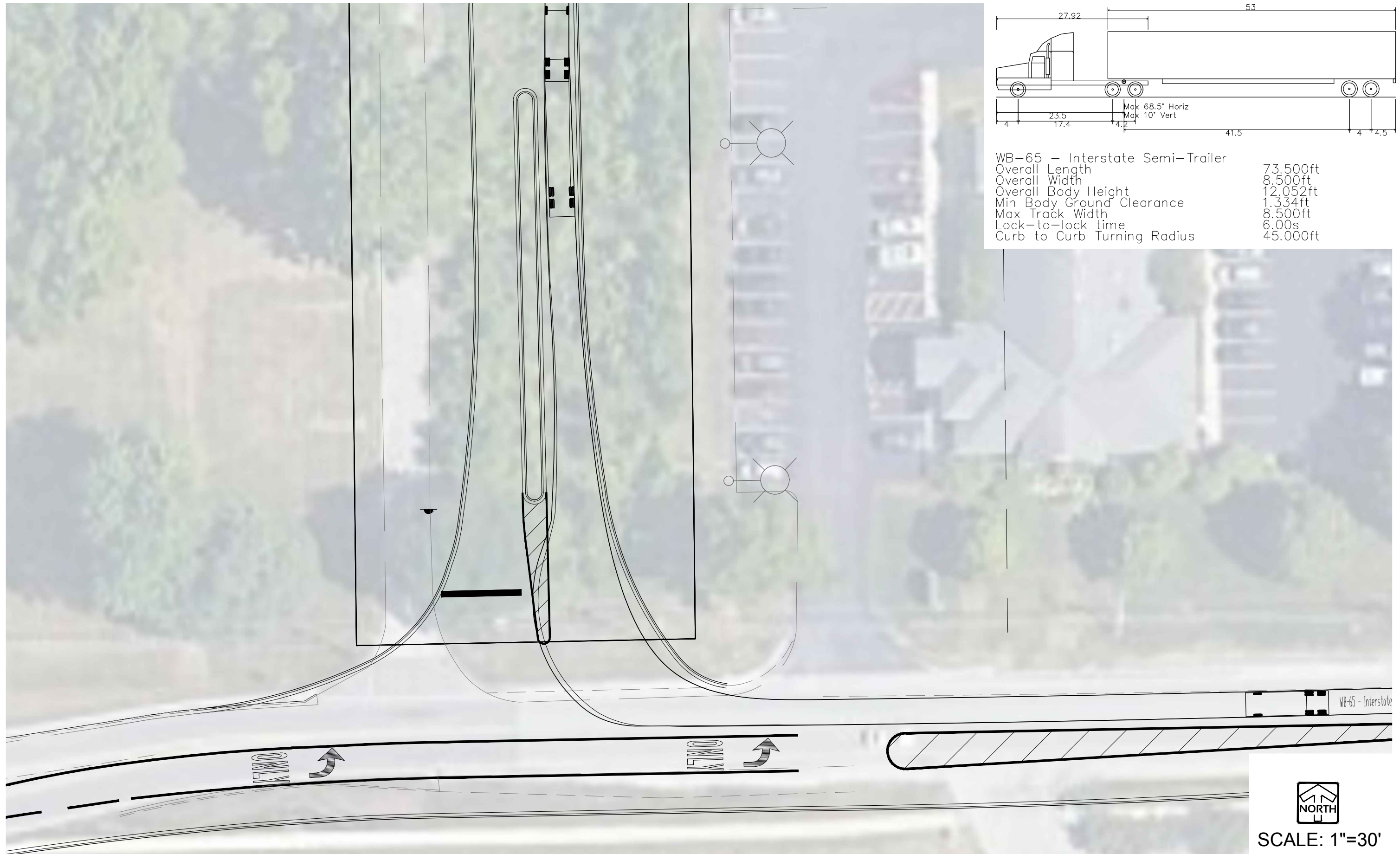
SITE DATA

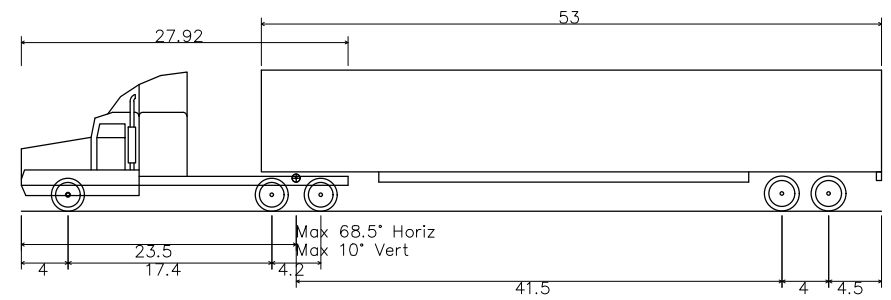
SITE AREA: ±1,281,906 S.F. (29.428 AC)

4/28/2022 11:39 AM - Z:\Projects\2021\2335.00-IL\312 - ENGINEERING\MASTER\SITE6 04-25-22.dwg



4/28/2022 11:40 AM - Z:\Projects\2021\2335.00-IL\312 - ENGINEERING\FINAL\EXHIBITS\2335.00-IL AutoTurn Exhibit 3.dwg



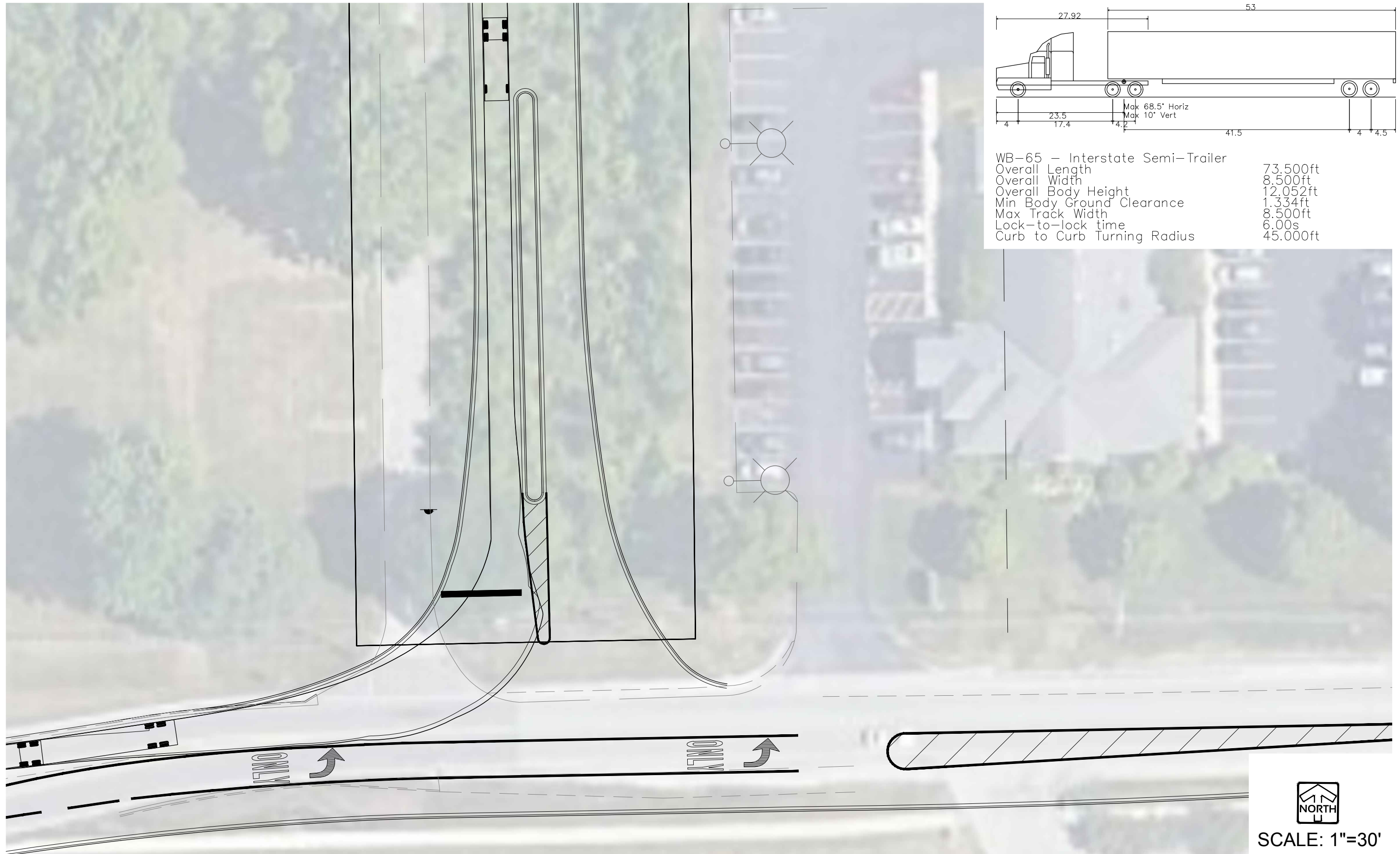


WB-65 – Interstate Semi-Trailer	
Overall Length	73.500ft
Overall Width	8.500ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	45.000ft



SCALE: 1"=30'

4/28/2022 11:41 AM - Z:\Projects\2021\2335.00-IL\312 - ENGINEERING\FINAL\EXHIBITS\2335.00-IL AutoTurn Exhibit 3.dwg



WB-65 TURNING EXHIBIT - 3 OF 4 EXITING SMOKETREE PLAZA (RIGHT)

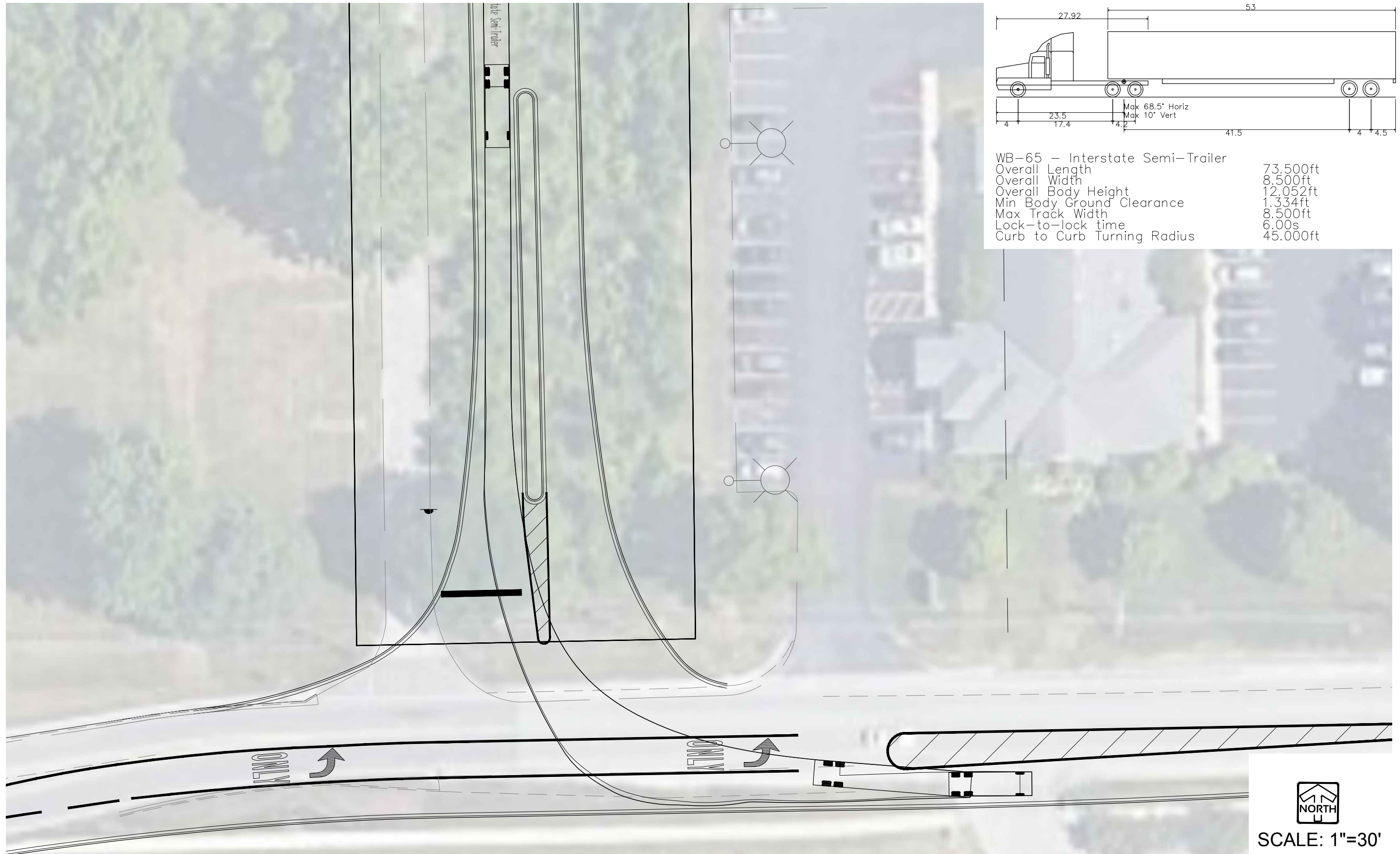
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WB-65 TURNING EXHIBIT - 4 OF 4 EXITING SMOKETREE PLAZA (LEFT)

PINNACLE ENGINEERING GROUP

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JOB NO. 2335.00-IL 04/28/22

PLAN | DESIGN | DELIVER

CMAP 2050 Projections Letter



Chicago Metropolitan
Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

April 18, 2022

Kelly Pachowicz
Consultant
Kenig, Lindgren, O'Hara and Aboona, Inc.
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Suite 400
Rosemont, IL 60048

Subject: Sullivan Road east of Highland Avenue Development
IDOT

Dear Ms. Pachowicz:

In response to a request made on your behalf and dated April 18, 2022, we have developed year 2050 average daily traffic (ADT) projections for the subject location.

ROAD SEGMENT	Current ADT	Year 2050 ADT
Lincolnway St (IL 31) south of I-88	21,600	31,600
I-88 On-Ramps, @ Lincolnway St	10,900	15,900
I-88 Off-Ramps, @ Lincolnway St	10,400	15,200
Sullivan Rd east of Lincolnway St	11,700	17,100
Sullivan Rd west of Lincolnway St	13,400	19,200
Highland Ave south of Sullivan Rd	6,150	8,900
Evergreen Dr north of Sullivan Rd	950	1,400

Traffic projections are developed using existing ADT data provided in the request letter and the results from the December 2021 CMAP Travel Demand Analysis. The regional travel model uses CMAP 2050 socioeconomic projections and assumes the implementation of the ON TO 2050 Comprehensive Regional Plan for the Northeastern Illinois area. The provision of this data in support of your request does not constitute a CMAP endorsement of the proposed development or any subsequent developments.

If you have any questions, please call me at (312) 386-8806.

Sincerely,

Jose Rodriguez, PTP, AICP
Senior Planner, Research & Analysis

Level of Service Criteria

LEVEL OF SERVICE CRITERIA

Signalized Intersections		
Level of Service	Interpretation	Average Control Delay (seconds per vehicle)
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	>10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	>20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	>35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	>55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	>80.0
Unsignalized Intersections		
Level of Service	Average Total Delay (SEC/VEH)	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	

Source: *Highway Capacity Manual*, 2010.



**VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS**

Ordinance No. _____

**APPROVING A MAP AMENDMENT AND SPECIAL USE AS AN
INDUSTRIAL PLANNED UNIT DEVELOPMENT FOR 29.43 ACRES OF
PROPERTY TO BE KNOWN AS THE PARK 88 LOGISTICS CENTER
IN THE VILLAGE OF NORTH AURORA**

**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. _____

**APPROVING A MAP AMENDMENT AND SPECIAL USE AS AN
INDUSTRIAL PLANNED UNIT DEVELOPMENT FOR 29.43 ACRES OF
PROPERTY TO BE KNOWN AS THE PARK 88 LOGISTICS CENTER
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, a petition for a Special Use as a Planned Development for certain real estate described herein (the “Petition”) has been filed with the Village of North Aurora, an Illinois municipal corporation (“Village”) by Phelan-JK/JB, Midwest, LLC (“Developer”) with the consent of the owners G.E.S. Properties LLC. (“G.E.S.”), Beverly Evans, as Trustee under Beverly Evans Living Tryst dated January 25, 1999 (“Evans Trust”), Charles G. Graves Declaration of Trust dated February 5, 2008 (“Graves Trust”), G.A.L.A.B.R., Inc. (“G.A.L.A.B.R.”), and Akshar Murti Hospitality Inc. (“Akshar Murti Hospitality”) (collectively, the “Owners”) for the real estate describer below;

WHEREAS, the parcels of land located at Fairview Road, North of Sullivan Road, North Aurora, IL and legally described in the document attached hereto and incorporated herein as Exhibit A (“Subject Property”) are currently, zoned E-R Estate Rural District, O-R Office Research District, and B-2 General Business District; and

WHEREAS, the North Aurora Plan Commission (“Plan Commission”) has held public a hearing on the Petition for Map Amendment and Special Use – Planned Unit Development for the Subject Property as a unified two-building warehousing, storage and distribution development to be known as the Park 88 Logistics Center and site plan review in accordance with State and local laws, including the notice requirements for the public hearings; and

WHEREAS, the North Aurora Village Board (“Village Board”) has received and reviewed the favorable recommendation of the Plan Commission with certain conditions in keeping with all the factors required to be considered for Map Amendments and Special Use/PUDs and has determined that granting the Map Amendment and Special Use/PUD requests is warranted and in the best interests of the Village.

NOW, THEREFORE, be it ordained by the President and Trustee of the Village of North Aurora, Kane County, Illinois, as follows:

SECTION 1: MAP AMENDMENT

That the North Aurora Zoning District Map as described as part of the Village of North Aurora Zoning Ordinance (the “Zoning Ordinance”) as amended from time to time and on file in the office of the Village Clerk, is hereby amended by granting for the Subject Property the following the zoning classification of O-R-I Office Research and Light Industrial District.

SECTION 2: DEVELOPMENT OF SUBJECT REALTY

Development of the Subject Realty shall be in conformity with all applicable ordinances of the Village as now in effect, including the provisions for O-R-I Office Research and Light Industrial District zoning, except as otherwise provided or specifically varied herein and in accordance with the additional procedures, definitions, uses, and restrictions contained herein.

A. ZONING AND LAND USE REQUIREMENTS

Except to the extent of the express and specific deviations contained in this Ordinance and the attachments hereto, the Subject Property shall be developed in compliance with the setbacks; yard distance requirements, parking spaces, and other terms and conditions of the O-R-I Office Research and Light Industrial District and other applicable zoning, subdivision, building and other provisions of the North Aurora Code as the same exist on the effective date hereof.

(1) Deviations. The following deviations and exceptions to O-R-I Office Research and Light Industrial zoning, the generally applicable provisions of the North Aurora Zoning Code, and the Subdivision Control Code are hereby approved:

(a) The minimum lot width of 150 feet at the minimum horizontal distance between the side lot lines of a lot measured at the required front yard setback line, is hereby reduced to 114.13 feet;

(b) All setback and yard dimensions shall be governed by the Preliminary Site Plan, prepared by Pinnacle Engineering Group, dated April 6, 2022. In no event shall any improvements be constructed closer to the adjacent property line than what is included on the Preliminary Site Plan;

(c) All other provisions of this Ordinance that deviate from the O-R-I Office Research and Light Industrial zoning, the generally applicable provisions of the North Aurora Zoning Code, and the Subdivision Control Code are hereby approved to the extent of the deviation identified herein.

(2) Conditions. The following conditions of the special use/PUD are hereby imposed:

(a) Any traffic improvements made on Sullivan Road adjacent to the development's entrance shall be constructed to the satisfaction of the North Aurora's Village Engineer and the City of Aurora;

(b) In no event shall any improvements be constructed closer to the adjacent property line than what is included on the Preliminary Site Plan, prepared by Pinnacle Engineering Group, dated April 6, 2022;

(c) The use of guardhouses and driveway gates shall be prohibited in order to allow on-site traffic to flow freely and prevent spillover onto adjacent streets and properties;

(d) Semi trucks shall be prohibited from parking or idling on the perimeter access drives, passenger vehicle parking lots, and passenger vehicle drive aisles;

(e) On-site management shall effectively monitor and regulate all on-site trucking activities in order to minimize any light, sound and odor emissions comply with other performance standards per Section 12.5 of the Zoning Ordinance;

(f) The six (6) foot fence included in the residential buffer area located to the south of Building A shall be opaque;

(g) Any perimeter fencing shall be black, metallic, non-chain link construction and limited to eight (8) feet in height;

(h) All business activities shall be conducted completely within the confines of the buildings;

(i) The keeping of any goods, material, merchandise or equipment outside of the building(s) shall be prohibited;

(j) A photometric plan shall be submitted and must be approved by the Village in keeping with Village requirements prior to building permit issuance;

(k) Any tree of good quality larger than six inches in diameter when measured twelve (12) inches above the ground, which is not located within fifteen (15) feet of or within a building footprint, within the road footprint or in those areas listed Section 16.12.010.C.3.a of the Subdivision Ordinance, shall be tagged by the petitioner and evaluated by the Village for preservation;

(l) Quality trees and shrubs located along the perimeter of the development shall be preserved to the greatest extent possible to maintain natural landscape buffering;

(m) Construction traffic shall not impede on the ability of the Village and Fire Protection District to provide emergency services.

B. SITE PLAN, PLAT OF SUBDIVISION, ELEVATIONS, AND LANDSCAPE PLANS

The Preliminary Plan and Landscape Plan 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 Pinnacle Engineering Group dated April 6, 2022 is attached hereto and incorporated herein as Exhibit B (“Preliminary Site Plan”).

(2) The Plat of Subdivision for the Subject Realty prepared by Pinnacle Engineering Group dated April 6, 2022 is attached hereto and incorporated herein as Exhibit C, dividing the Subject Property into Lot 1 and Lot 2 (“Plat”);

(3) The elevations for the Subject Realty prepared by Cornerstone Architects Ltd. dated April 8, 2022 is attached hereto and incorporated herein as Exhibit D (“Elevations”);

(4) The Preliminary Landscaping Plan for the Subject Realty prepared by Pinnacle Engineering Group dated April 6, 2022 is attached hereto and incorporated herein as Exhibit E (“Preliminary Landscape Plan”)

C. PRELIMINARY ENGINEERING PLANS

The Preliminary Engineering Site Improvement Plans for the Subject Realty prepared by Pinnacle Engineering Group dated April 6, 2022 is attached hereto and incorporated herein as Exhibit F (“Preliminary Engineering Plans”) and is incorporated herein. All engineering plans are subject to final approval by the Village Engineer and the Village Board.

D. DEVELOPMENT PLANS

Exhibits B through F inclusive, are sometimes referred to collectively herein as the “Development Plans”. The Development Plans are approved by the Village in their entirety and any provisions or requirement contained in any ordinance, regulation, directive or procedure of the Village exclusive of this Ordinance or in conflict with any aspect or element of the development shall be deemed varied hereby so as to conform with and permit the development, use, maintenance and operation of the development described herein. In all other respects, and to the extent they do not conflict with the Development Plans or any provision of this Ordinance, the Zoning Ordinance and other ordinances of the Village, as the same exists and the effective date hereof shall apply to, and be complied with, in the development, use, maintenance and operation of the development of the Subject Realty.

E. SANITARY AND WATER MAIN EXTENSIONS

Sanitary sewer and water main extensions shall be constructed in accordance with the approved Preliminary Engineering Plan.

SECTION 3: FINAL PLAT

A. FINAL PLAT APPROVAL

Developer shall be entitled to administrative approval of a final plat of subdivision and final engineering plans for the Subject Realty so long as such final plat, final engineering plans and other submissions substantially conform to Development Plans herein approved. The Community and Economic Development Director has the authority to approve any final plans that are in substantial conformance with the Development plans as confirmed by the Village Engineer for technical provisions. The final platting and development of the Subject Realty may be done in Phases.

Developer hereby releases and discharges the Village, its officers, other officials, agents and employees, past, present and future, from any liability, losses, judgments, costs, fees, including reasonable attorney's fees, and expenses arising out of or in connection with the Village's good faith failure to approve final plans within the time limits hereafter provided. Without limiting the foregoing release, however, Developer does not relinquish its rights to receive approval of such final plans, including a final plat of subdivision and final engineering plans, and to such extent Developer retains the right to legal or equitable action against the Village for declaratory judgment, injunctive relief and mandamus with respect thereto.

Changes to the Development Plans shall approved as provided in Section 4 of this Ordinance, and the Developer shall cooperate with the Community and Economic Development Director and Village Engineer in the creation of an Engineer's Estimate Opinion of Probable Cost in keeping with the approved Development Plans.

B. FINAL PLAT REQUIREMENTS

The final plat and final engineering plans shall be prepared and submitted in accordance with the Village's Subdivision Regulations, except as specifically amended or otherwise provided herein.

SECTION 4: CHANGES TO THE PLANNED UNIT DEVELOPMENT

No changes may be made in the approved final plan, except upon application to the Village, according to the following provisions.

A. Major Changes. Major changes shall include any changes that require a formal amendment of this Ordinance, or any other change for which a public hearing is required by law or by the North Aurora Municipal Code, except as specifically provided herein. Whether a change is major or minor shall first be determined by the Community Development Director. If a developer or landowner disagrees with the Community Development Director's decision, appeal may be taken to the Village Board. Major changes must be approved by the Village Board after such hearing and recommendation by the Plan Commission as required by statute or Village Ordinance pursuant to submittal and processing of a petition filed by the applicant, as set forth in the North Aurora Municipal Code.

B. Minor Changes. Minor changes shall include any change not defined herein as a major change or a technical change. Minor changes may be approved by the Village Board without Plan Commission review or public hearing.

C. Technical Changes. Technical changes may be approved by the Community Development Director, and shall include any change to the engineering plans and specifications, any change to the building plans or changes in the Preliminary Plan which are determined by the Community Development Director as:

- (1) In substantial compliance with the Preliminary Plan or other plans or plats as approved by the Village Board;
- (2) In compliance with the North Aurora Municipal Code, as amended, except as specifically varied herein; and
- (3) In compliance with good engineering practice.

SECTION 5: ON-SITE EASEMENTS AND IMPROVEMENTS

A. GRANT OF EASEMENTS

At the time of recordation of the final plat for the Subject Realty, Developer shall grant to the Village, at no cost to the Village, on-site easements necessary for the provision of public improvements, including but not limited to easements for sanitary sewer, water main, electric utility, storm sewer, storm water detention and retention, and drainage facilities of sufficient capacity and elevation to provide free flowing and unobstructed outfall of storm water from areas tributary to the Subject Realty, as depicted on the Development Plans or as required by the Village Ordinance. Except for such time to effectuate the reconnection of any public utility system, there shall be no disruption or discontinuation of the operation of any public utility system, or storm or surface water drainage system by virtue of establishing new easements and vacation of any of existing easements.

B. ABROGATION OF UNUSED EASEMENTS

Subject to the requirements of this Section and at the time of recordation of the final plat for the Subject Realty, the Village shall vacate or fully cooperate with Developer in causing the vacation of any easements currently located upon portions of the Subject Realty that are no longer of use or required by the Village, if any (“Vacated Easements”). During the development of the Subject Realty, if Developer determines that any other existing utility easements and/or lines require relocation to facilitate development of the Subject Realty in accordance with the applicable approved plans, the Village shall fully cooperate with the Developer in causing the vacation and relocation of such additional existing easements. If any easement granted to the Village as a part of the development of the Subject Realty is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Subject Realty as reflected on any of the approved plans or in this Ordinance, the Village shall fully cooperate with Developer in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by the Developer having responsibility therefor. Notwithstanding the foregoing, and as a condition precedent to any vacation of any easement, the responsible Developer shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

SECTION 6: GUARANTY FOR PUBLIC IMPROVEMENTS

After approval of the final plat and prior to signature by the President, Developer shall present a corporate surety bond or letter of credit to guarantee completion of water distribution lines, sanitary sewer lines, storm water sewer lines, detention and retention facilities, and other applicable subdivision improvements identified in the Development Plans to be dedicated to the Village or other governmental body (“Public Improvements”) for the development so platted as required by this Ordinance (guaranteeing completion and payment of the Public Improvements), herein sometimes collectively referred to as the “Guarantee for Completion”, naming the Village as beneficiary or obligee, as required and in keeping with the Village Code requirements.

SECTION 7: BUILDING CODE AND SUBDIVISION CONTROL ORDINANCE

Developer shall comply in all respects with the generally applicable provisions of Village of North Aurora Subdivision provisions, Building Code provisions, and other provisions of the North Aurora Municipal pertaining to the development and construction.

SECTION 8: MAINTENANCE OF COMMON FACILITIES

Developer shall either establish covenants and an owners’ association or some other mechanism designed, at a minimum, to provide for the maintenance of the following improvements after completion and approval by the Village: stormwater detention and retention basins, stormwater sewer lines directly serving such basins, and surface drainage facilities; the

landscaping located on the perimeter and common areas, including trees; any entry monuments; and any sidewalks (“Common Facilities”). The Village shall establish a back-up special service area for the purpose of maintaining the Common Facilities in the event the owners’ association and/or the property owners fail to do so. The covenant or other mechanism for providing for the maintenance of the Common Facilities benefitting a particular Lot shall be established and submitted to the Community Development and Economic Development Director for confirmation of compliance with this provision before the first occupancy permit for that Lot shall be approved. The cost to maintain such common facilities by way of the back-up special service area shall be determined by the cost of contracted services approved by the Village pursuant to a public bidding process.

SECTION 9: COMPLIANCE WITH STATE STATUTES

In the event that any one or more provisions of this Ordinance do not comply with any one or more provisions of the Illinois Compiled, the Village and Developer, and all of their respective successors and assigns, agree to cooperate to comply with said provisions which shall include, but not limited to, the passage of resolutions and ordinances to accomplish such compliance.

SECTION 10: CONFLICT IN REGULATIONS AND ORDINANCES

The provisions of this Ordinance shall supersede the provisions of any ordinance, code, or regulation of the Village which may be in conflict with the provisions of this Ordinance. However, all ordinances which are not inconsistent with or contrary to this Ordinance shall be applicable to the Subject Realty.

SECTION 11: INTENTIONALLY OMITTED

SECTION 12: INCORPORATION OF EXHIBITS

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

SECTION 13: EFFECTIVE DATE

This Ordinance shall become effective from and after its passage and approval in accordance with 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 _____

Carolyn Bird Salazar _____

Todd Niedzwiedz _____

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

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

Exhibit A

PARCEL 1:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE RIGHT OF WAY OF THE OTTAWA, OSWEGO AND FOX RIVER VALLEY RAILROAD COMPANY, THAT IS 696.31 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR THE PLACE OF BEGINNING; THENCE NORTH ALONG SAID RIGHT OF WAY LINE 696.31 FEET TO AN OLD CLAIM LINE; THENCE EAST ALONG SAID OLD CLAIM LINE 607 FEET; THENCE SOUTH 696.31 FEET TO A POINT; THENCE WESTERLY 607 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST 1/4, 1370.34 FEET WEST OF THE SOUTHEAST 1/4 THEREOF; THENCE NORTH 1251.45 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET TO OLD CLAIM LINE; THENCE WESTERLY ALONG OLD CLAIM LINE 647 FEET TO A POINT IN THE EVANS' EAST LINE; THENCE SOUTH ALONG SAID EVANS' EAST LINE AND WEST LINE OF SAID DRIVEWAY, 139.05 FEET TO THE NORTHWEST CORNER OF MICHAEL DUY'S LAND; THENCE EASTERLY ALONG SAID DUY'S NORTH 647 FEET TO A POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST CORNER 1370.34 FEET WEST OF THE SOUTHEAST QUARTER THEREOF; THENCE NORTH 1112.40 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF WHITTAKER'S LAND; THENCE WESTERLY PARALLEL WITH AND 139.05 FEET SOUTH OF AN OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVAN'S LAND, AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY, THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1370.34 FEET WEST OF THE SOUTHEAST QUARTER THEREOF; THENCE NORTH 973.35 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET; THENCE WESTERLY PARALLEL WITH AN 278.10 FEET SOUTH OF OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVANS' LAND AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY; THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST CORNER 1370.34 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 514.10 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 459.25 FEET; THENCE WESTERLY PARALLEL WITH AND 417.15 FEET SOUTH OF CLAIM LINE 627 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH ALONG THE CENTER LINE OF SAID PRIVATE ROAD 460.31 FEET TO A LINE DRAWN WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, FROM THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE 627 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 75 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1797.34 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 396 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 180 FEET TO THE EAST LINE OF A 40 FOOT PRIVATE ROADWAY; THENCE SOUTH ALONG SAID EAST LINE 396 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID EAST LINE 396 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 180 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 1641.34 FEET; THENCE NORTH 396 FEET FOR THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 271 FEET; THENCE NORTH 118.10 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 607 FEET TO THE EAST LINE

OF A PRIVATE ROAD; THENCE SOUTH ALONG SAID EAST LINE 118.10 FEET TO A POINT 396 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER 336 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THAT PART, THE WESTERLY 180 FEET, IN THE VILLAGE OF NORTH AURORA AND THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE EASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN INC.; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 707.79 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 0 SECONDS EAST 626 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 20.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF SMOKE TREE PLAZA AS DEDICATED BY DOCUMENT 2011K068110, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 388.36 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 0 SECONDS WEST 390 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 119.75 FEET TO THE SOUTH LINE OF THE NORTH 75 RODS OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE 656.44 FEET TO A POINT ON THE WEST LINE OF TRACT OF LAND CONVEYED BY DEED 2013K0541156; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST, ALONG SAID WEST LINE, 442.17 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SMOKE TREE PLAZA AS DEDICATED BY DOCUMENT 2011K068110; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

CONTAINING 1,227,533 SQUARE FEET OR 28.1803 ACRES

Exhibit B
Preliminary Site Plan

Exhibit C

Preliminary Plat of Subdivision

Exhibit D
Elevations

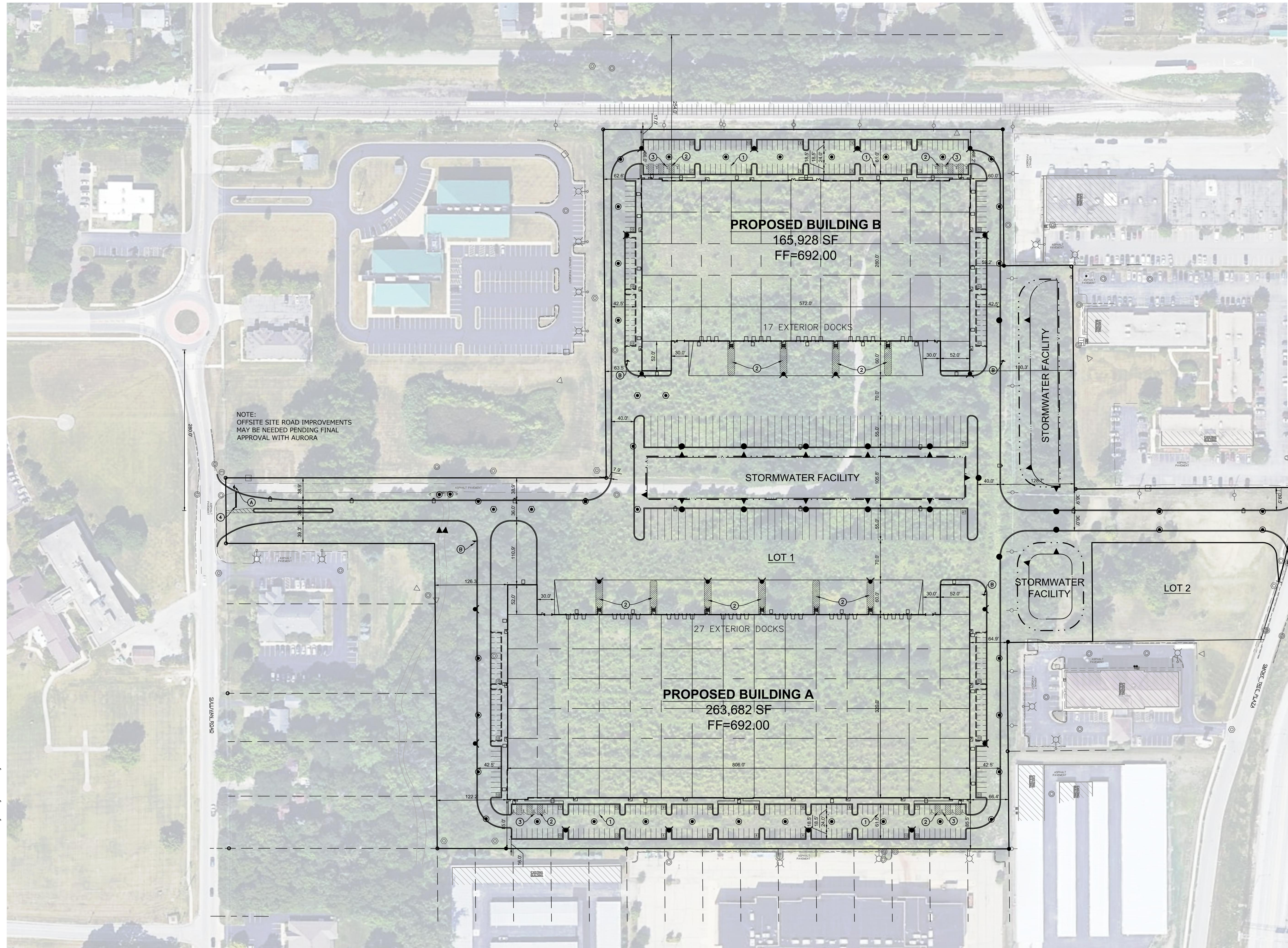
Exhibit E

Preliminary Landscape Plan

Exhibit F

Preliminary Engineering Plans

4/27/2022 1:23 PM - Z:\Projects\2021\2335.00-IL\312 - ENGINEERING\FINAL\EXHIBITS\2335.00-IL Preliminary Engineering Comments.dwg



SITE DATA

SITE AREA:	
LOT 1:	1,281,906 SF
LOT 2:	53,479 SF
BUILDING A	
BUILDING AREA:	263,682 SF
CAR PARKING REQUIRED:	
OFFICE (10%)	
(2 STALLS/1000 SF) x 26,368 SF =	53 STALLS
WAREHOUSE (90%)	
(1 STALL/5,000 SF) x 237,314 SF =	47 STALLS
TOTAL REQUIRED =	100 STALLS
CAR PARKING PROPOSED:	
PROPOSED:	214 STALLS
	INCLUDING 8 ADA STALLS
TRAILER PARKING PROPOSED:	
PROPOSED:	47 STALLS
BUILDING B	
BUILDING AREA:	165,928 SF
CAR PARKING REQUIRED:	
OFFICE (10%)	
(2 STALLS/1000 SF) x 16,593 SF =	33 STALLS
WAREHOUSE (90%)	
(1 STALL/5,000 SF) x 149,335 SF =	30 STALLS
TOTAL REQUIRED =	63 STALLS
CAR PARKING PROPOSED:	
PROPOSED:	170 STALLS
	INCLUDING 8 ADA STALLS
TRAILER PARKING PROPOSED:	
PROPOSED:	47 STALLS

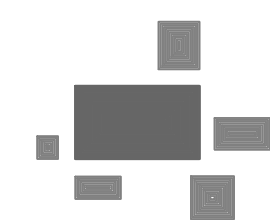
*NOTE: OFF-STREET PARKING REQUIREMENTS WERE CREATED USING THE WAREHOUSING, STORAGE, AND DISTRIBUTION FACILITY UNDER THE MANUFACTURING, STORAGE, RESEARCH AND TRANSPORTATION USES CATEGORY IN SECTION 13.13 OF THE MUNICIPAL CODE.

STRIPING/SIGNAGE LEGEND

- ① 4" YELLOW LINE
- ② 4" YELLOW LINE DIAGONAL AT 45° SPACED 2' O.C.
- ③ YELLOW LETTERS OR SYMBOLS / PAVEMENT MARKINGS
- ④ WHITE 24" STOP BAR PAVEMENT MARKING
- Ⓐ R1-1 STOP SIGN (30"x30")
- Ⓑ NO TRUCK ACCESS



SCALE: 1"=80'



SMOKETREE - PRELIMINARY ENGINEERING DESIGN - SITE PLAN

PINNACLE ENGINEERING GROUP

1051 E. MAIN STREET | SUITE 217 | EAST DUNDEE, IL 60118 | WWW.PINNACLE-ENGR.COM | CHICAGO@PINNACLE-ENGR.COM

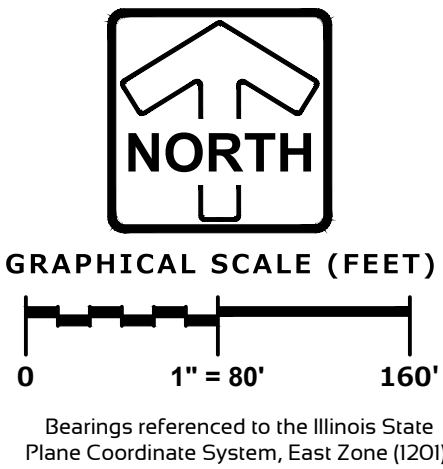
JOB NO. 2335.00-IL 04/27/2022

PLAN | DESIGN | DELIVER

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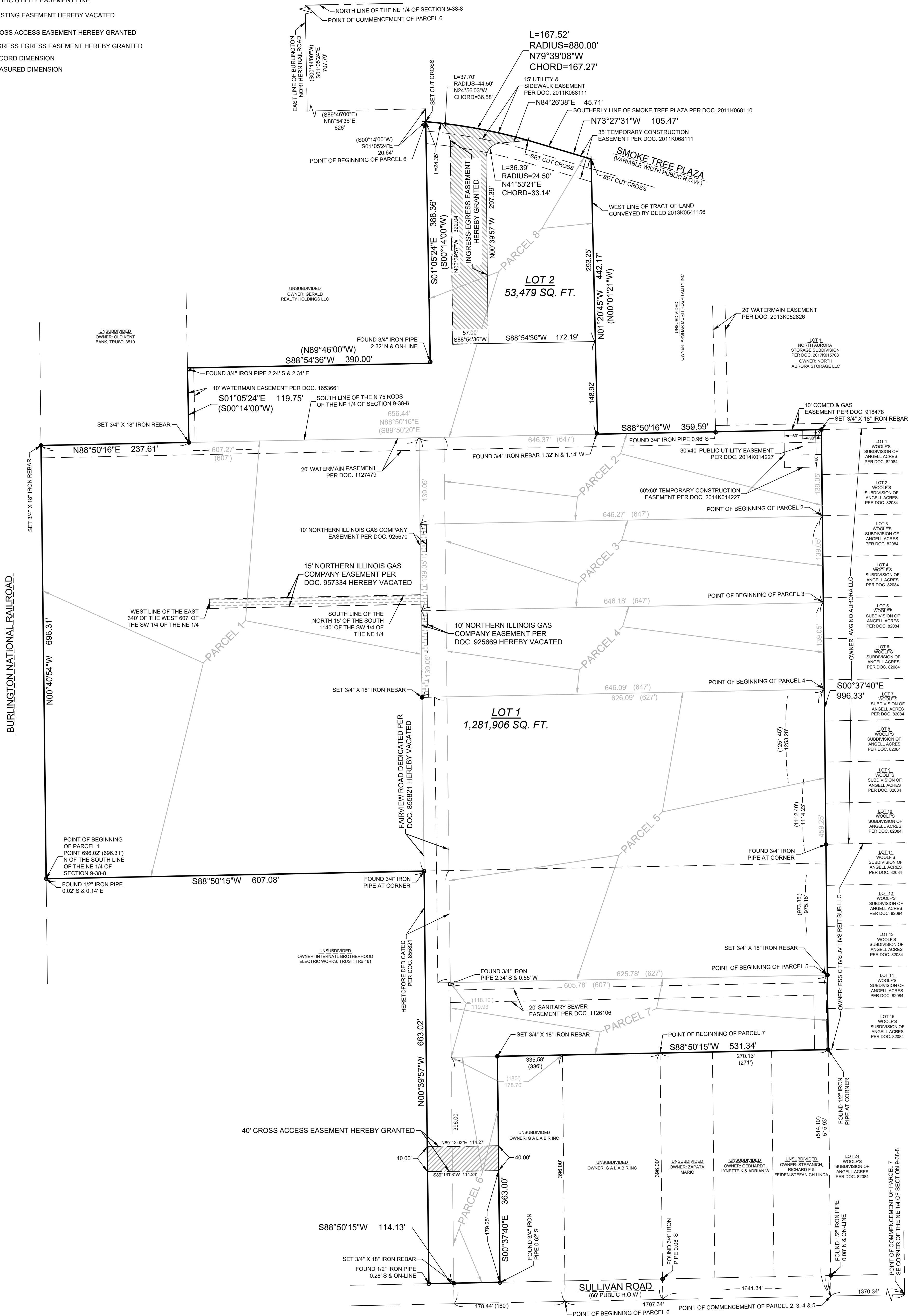
FINAL PLAT OF SUBDIVISION PARK 88 LOGISTICS CENTER

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION
9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.



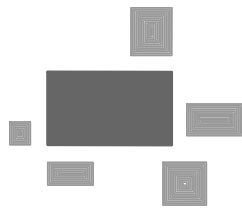
LEGEND OF LINES

	PARCEL BOUNDARY
	RIGHT-OF-WAY
	CENTER OF RIGHT-OF-WAY
	ADJACENT BOUNDARY
	SECTION LINE
	BUILDING SETBACK
	PUBLIC UTILITY EASEMENT LINE
	EXISTING EASEMENT HEREBY VACATED
	CROSS ACCESS EASEMENT HEREBY GRANTED
	INGRESS EGRESS EASEMENT HEREBY GRANTED
	(180.00') RECORD DIMENSION
	180.00' MEASURED DIMENSION



GENERAL NOTES

1. FIELD WORK COMPLETED ON JANUARY 14, 2022.
2. ALL DIMENSIONS ARE MEASURED DIMENSIONS. RECORD DIMENSIONS ARE SHOWN PARENTHETICALLY. THE BOUNDARIES OF THE PARCELS AS DESCRIBED FORM A MATHEMATICALLY CLOSED FIGURE.
3. NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, GAPS, STRIPS, GORES OR ERRORS IN BOUNDARY LINES OR BETWEEN PARCELS EXIST.



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

ILLINOIS OFFICE:
1051 E. MAIN STREET - SUITE 217
EAST DUNDEE, IL 60118
(847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

FINAL PLAT OF SUBDIVISION

REVISIONS

1	Add lot 2	4/21/2022
2	Add ingress-egress easement	4/26/2022

REC. JOB No. 2335.00
PEP No. B02
DATE 4/06/2022
SCALE 1"=80'

SHEET
1
2

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SURVEY

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FINAL PLAT OF SUBDIVISION
PARK 88 LOGISTICS CENTER

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION
9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE
LAND DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS
CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN
ON THE ANNEXED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH
AS ALLOWED AND PROVIDED BY STATUTE AND DOES HEREBY ACKNOWLEDGE
AND ADOPT SAME UNDER THE AFORESAID STYLE AND TITLE.

ALSO TO THE BEST OF MY KNOWLEDGE, THE LOTS THAT ARE HEREBY
CREATED BY THE PLAT ARE WITHIN THE SCHOOL DISTRICTS KNOWN AS:

WEST AURORA SCHOOL DISTRICT 129

DATED THIS ____ DAY OF _____, 20__.

BY: _____
OWNER

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR
THE AFORESAID STATE AND COUNTY DO
HEREBY CERTIFY THAT, _____ (OWNER) PERSONALLY

KNOWN TO ME TO BE THE SAME PERSON(S), WHOSE NAME(S) IS(ARE)
SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH OWNER(S),
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE
EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR
THE USES AND PURPOSES THEREIN SET FORTH AS HIS(THEIR) OWN FREE AND
VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF
_____, 20__.

NOTARY PUBLIC

KANE COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF KANE)

I, _____, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY
CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES OR
SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES
AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE
RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY NAME AND SEAL THIS ____ DAY OF _____, 20__.

COUNTY CLERK

KANE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF KANE)

THIS INSTRUMENT NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE
OF KANE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, 20__.

COUNTY RECORDER

PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF KANE)

APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF NORTH
AURORA.

DATED THIS ____ DAY OF _____, 20__.

CHAIRPERSON

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF KANE)

APPROVED BY THE VILLAGE ENGINEER OF NORTH AURORA, ILLINOIS, THIS ____
DAY OF _____, 20__.

VILLAGE ENGINEER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF KANE)

APPROVED BY THE VILLAGE OF NORTH AURORA BOARD AT A MEETING HELD
THIS ____ DAY OF _____, 20__.

VILLAGE PRESIDENT

VILLAGE CLERK

VILLAGE COMMUNITY DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF KANE)

APPROVED BY THE VILLAGE COMMUNITY DEVELOPMENT DIRECTOR OF NORTH
AURORA, ILLINOIS, THIS ____ DAY OF _____, 20__.

COMMUNITY DEVELOPMENT DIRECTOR

GENERAL NOTES

1. FIELD WORK COMPLETED ON JANUARY 14, 2022.
2. ALL DIMENSIONS ARE MEASURED DIMENSIONS. RECORD DIMENSIONS
ARE SHOWN PARENTHETICALLY. THE BOUNDARIES OF THE PARCELS
AS DESCRIBED FORM A MATHEMATICALLY CLOSED FIGURE.
3. NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, GAPS, STRIPS,
GORES OR ERRORS IN BOUNDARY LINES OR BETWEEN PARCELS EXIST.

INGRESS-EGRESS EASEMENT PROVISIONS

AN EASEMENT IS HEREBY GRANTED FOR THE BENEFIT OF THE OWNER OF LOT 2 WITHIN THIS
SUBDIVISION, THEIR HEIRS, SUCCESSORS AND ASSIGNS, CREATED BY THE PLAT HEREON DRAWN, AND TO
ALL PERSONS REQUIRING INGRESS AND EGRESS ACROSS ALL OF THE AREA MARKED "INGRESS-EGRESS
EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO TRAVERSE THE
ENTIRE EASEMENT AREAS AS PEDESTRIANS AND OPERATORS OF MOTORIZED VEHICLES. THE EASEMENT
AREA SHALL NOT BE CLOSED FOR ANY REASON EXCEPT EMERGENCY REPAIRS. NO PERMANENT
BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED ON THE SAID EASEMENT AREAS.

CROSS ACCESS EASEMENT PROVISIONS

AN EASEMENT IS HEREBY GRANTED FOR THE BENEFIT OF ALL OWNERS OF PROPERTY WITHIN THIS
SUBDIVISION, THEIR HEIRS, SUCCESSORS AND ASSIGNS, CREATED BY THE PLAT HEREON DRAWN,
AND TO ALL PERSONS REQUIRING ACCESS ACROSS ALL OF THE AREA MARKED "CROSS ACCESS
EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO TRAVERSE
THE ENTIRE EASEMENT AREAS AS PEDESTRIANS. THE EASEMENT AREA SHALL NOT BE CLOSED
FOR ANY REASON EXCEPT EMERGENCY REPAIRS. NO PERMANENT BUILDINGS OR OBSTRUCTIONS
SHALL BE PLACED ON THE SAID EASEMENT AREAS.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, PAUL A. KUBICEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND
PLATTED FOR THE OWNERS THEREOF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST 1/4, 1370.34 FEET WEST OF THE
SOUTHEAST 1/4 THEREOF; THENCE NORTH 1251.45 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET TO OLD
CLAIM LINE; THENCE WESTERLY ALONG OLD CLAIM LINE 647 FEET TO A POINT IN THE EVANS' EAST LINE; THENCE SOUTH ALONG SAID
EVANS' EAST LINE AND WEST LINE OF SAID DRIVEWAY, 139.05 FEET TO THE NORTHWEST CORNER OF MICHAEL DUY'S LAND; THENCE
EASTERLY ALONG SAID DUY'S NORTH 647 FEET TO A POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST 1/4, 1370.34 FEET WEST OF THE
SOUTHEAST 1/4 THEREOF; THENCE NORTH 1112.40 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05
FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF WHITTAKER'S LAND; THENCE WESTERLY PARALLEL WITH AND 139.05 FEET
SOUTH OF AN OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVAN'S LAND, AND ON THE WEST LINE OF A 40 FOOT
DRIVEWAY, THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY PARALLEL TO THE AFORESAID OLD CLAIM
LINE 647 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1370.34 FEET WEST OF THE
SOUTHEAST QUARTER THEREOF; THENCE NORTH 973.35 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET;
THENCE WESTERLY PARALLEL WITH AN 278.10 FEET SOUTH OF OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVANS' LAND
AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY; THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY
PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE
COUNTY, ILLINOIS.

PARCEL 4:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1370.34 FEET WEST OF THE
SOUTHEAST QUARTER THEREOF; THENCE NORTH 973.35 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 139.05 FEET;
THENCE WESTERLY PARALLEL WITH AN 278.10 FEET SOUTH OF OLD CLAIM LINE 647 FEET TO A POINT IN THE EAST LINE OF EVANS' LAND
AND ON THE WEST LINE OF A 40 FOOT DRIVEWAY; THENCE SOUTH ALONG SAID EVANS' EAST LINE 139.05 FEET; THENCE EASTERLY
PARALLEL TO THE AFORESAID OLD CLAIM LINE 647 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE
COUNTY, ILLINOIS.

PARCEL 5:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST CORNER 1370.34 FEET WEST OF THE
SOUTHEAST CORNER THEREOF; THENCE NORTH 514.10 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 459.25 FEET; THENCE
WESTERLY PARALLEL WITH AND 417.15 FEET SOUTH OF CLAIM LINE 627 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH
ALONG THE CENTER LINE OF SAID PRIVATE ROAD 460.31 FEET TO A LINE DRAWN WEST, PARALLEL WITH THE SOUTH LINE OF SAID
NORTHEAST 1/4, FROM THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE 627 FEET TO THE POINT OF BEGINNING, IN
THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 6:
THE WEST 75 FEET OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID NORTHEAST QUARTER 1797.34
FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 396 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID
NORTHEAST QUARTER, 180 FEET TO THE EAST LINE OF A 40 FOOT PRIVATE ROADWAY; THENCE SOUTH ALONG SAID EAST LINE 396 FEET
TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID EAST LINE 396 FEET TO THE SOUTH LINE OF SAID
NORTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 180 FEET TO THE POINT OF BEGINNING,
IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 7:
THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH
LINE OF SAID NORTHEAST QUARTER 1841.34 FEET; THENCE NORTH 396 FEET FOR THE POINT OF BEGINNING; THENCE EAST PARALLEL
WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 118.10 FEET; THENCE WEST PARALLEL WITH THE
SOUTH LINE OF SAID NORTHEAST QUARTER 607 FEET TO THE EAST LINE OF A PRIVATE ROAD; THENCE SOUTH ALONG SAID EAST LINE
118.10 FEET TO A POINT 396 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER 396 FEET TO THE POINT OF BEGINNING,
EXCEPTING FROM THAT PART, THE WESTERLY 180 FEET, IN THE VILLAGE OF NORTH AURORA AND THE TOWNSHIP OF AURORA, KANE
COUNTY, ILLINOIS.

PARCEL 8:
THAT PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH
THE EASTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN INC.; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST
ALONG SAID EASTERLY RIGHT OF WAY LINE 707.79 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 0 SECONDS EAST 626 FEET; THENCE
SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST 20.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF SMOKE TREE PLAZA AS DEDICATED
BY DOCUMENT 2011K088110, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 14 MINUTES 0 SECONDS WEST
388.36 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 0 SECONDS WEST 390 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 0 SECONDS
WEST 119.75 FEET TO THE SOUTH LINE OF THE NORTH 75 RODS OF SAID NORTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE
656.44 FEET TO A POINT ON THE WEST LINE OF TRACT OF LAND CONVEYED BY DEED 2013K0541156; THENCE NORTH 0 DEGREES 01
MINUTES 21 SECONDS WEST, ALONG SAID WEST LINE, 442.17 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF
SMOKE TREE PLAZA AS DEDICATED BY DOCUMENT 2011K088110; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY
LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

TOGETHER WITH FAIRVIEW ROAD AS DEDICATED PER DOCUMENT 855821, RECORDED FEBRUARY 21, 1958 IN THE RECORDER'S OFFICE
OF KANE COUNTY, ILLINOIS.

CONTAINING 1,281,906 SQUARE FEET OR 29.4285 ACRES

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT
WHERE CONCRETE MONUMENTS AND MAG NAILS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID
SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF NORTH AURORA, AND
I FURTHER CERTIFY THAT PART OF SAID PROPERTY IS SITUATED IN ZONE "X"; AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD
INSURANCE RATE MAP, MAP NUMBER 17089C0340H, MAP REVISED AUGUST 3, 2009.

DATED AT EAST DUNDEE, ILLINOIS, THIS 6th DAY OF APRIL, 2022.

FOR REVIEW

PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296
EXPIRES 11/30/2022
PINNACLE ENGINEERING GROUP, LLC #184006289-0010
EXPIRES 04/30/2023



REVISIONS

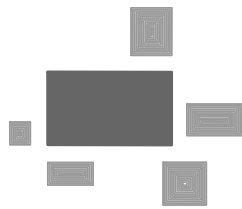
1	Add lot 2	4/21/2022
2	Add ingress-egress easement	4/26/2022

PEG JOB No. 2335.00
PEG PM. B02
DATE 4/06/2022
SCALE 1"=80'

SHEET 2
2 of 2

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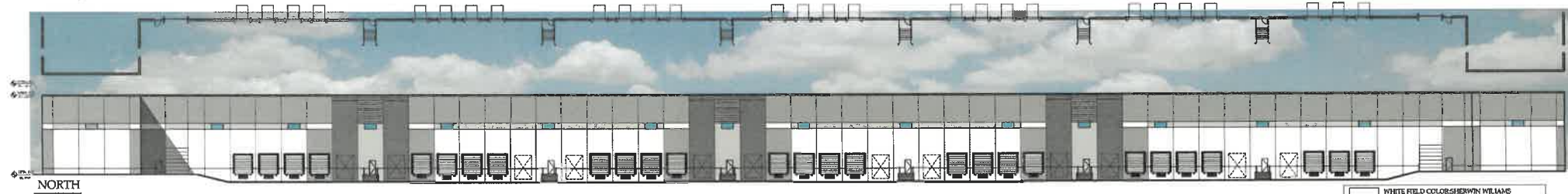
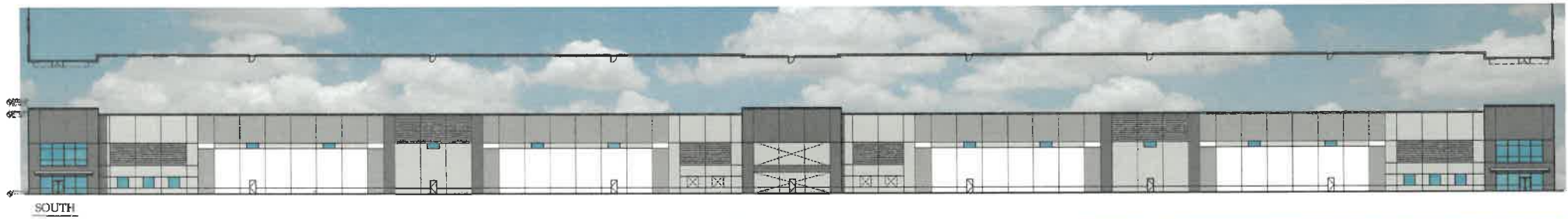


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EAST DUNDEE, IL 60118
(847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

FINAL PLAT OF
SUBDIVISION



ELEVATIONS: 0 10 20 40 FEET

- WHITE FIELD COLOR SHERWIN WILLIAMS
NON-REFLECTIVE WHITE 8750
- LIGHT FIELD COLOR SHERWIN WILLIAMS
GRAY SCREEN 5907
- MEDIUM FIELD COLOR SHERWIN WILLIAMS
FABRICAN GRAY 5912
- DARK FIELD COLOR SHERWIN WILLIAMS
WEB GRAY 5910
- GLASS COLOR VITRO VISTACOLOR PACIFICA GLASS
CLEAR ANODIZED ALUMINUM MOLDS



1/1 PRECAST
EL. +45'-0"

1/1 PRECAST
EL. +42'-0"

1/1 FIN. FLR.



ENTRY ELEVATIONS: 0 4 8 16 FEET

PROPOSED FACILITY - BUILDING A NORTH AURORA, ILLINOIS



APRIL 8, 2022 #21511

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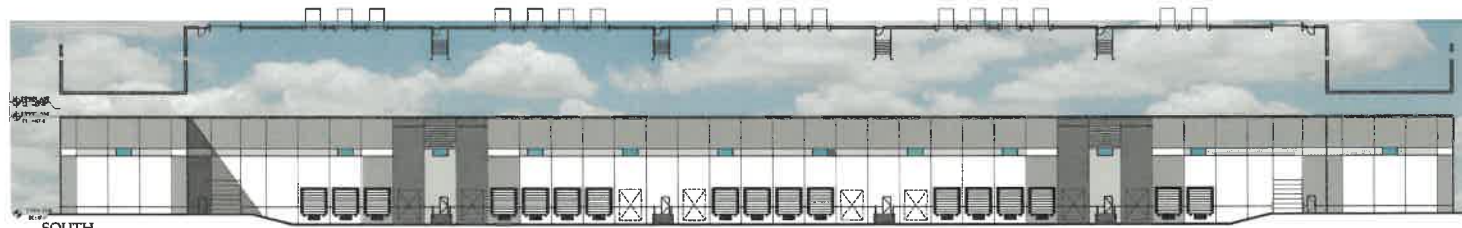
NORTH



EAST



WEST



SOUTH

ELEVATIONS: 0 10 20 40 FEET

	WHITE FIELD COLOR-SHERWIN WILLIAMS
	HIGH REFLECTIVE WHITE SW 775
	LIGHT FIELD COLOR-SHERWIN WILLIAMS
	GRAY BURNISH SW701
	MEDIUM FIELD COLOR-SHERWIN WILLIAMS
	AFRICAN GRAY SW702
	DARK FIELD COLOR-SHERWIN WILLIAMS
	IRON GRAY SW703
	CLARK COLOR VITRO VISTACOLOR PACTICA GLASS
	CLARK ANODIZED ALUMINUM MILLIONS



T/PRECAST
EL: +43'-0"

T/PRECAST
EL: +40'-0"

T/FIN. FLR.
EL: 0'-0"

ENTRY ELEVATIONS: 0 4 8 16 FEET



T/PRECAST
EL: +43'-0"

T/PRECAST
EL: +40'-0"

T/FIN. FLR.
EL: 0'-0"

PROPOSED FACILITY- BUILDING B

NORTH AURORA, ILLINOIS



APRIL 8, 2022 #21511

©CORNERSTONE ARCHITECTS LTD. 2022



PROJECT:



512 Fairview Drive
North Aurora, IL 60506

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Lisa Staszak / KZ

DRAWN BY

Bill Marlow

DATE

4.27.22

SCALE

1/2" = 1'

SHEET NO.

1 of 2

ESTIMATE / JOB NUMBER

9710

FILE NAME

PHE9710

REVISIONS:

1

2

3

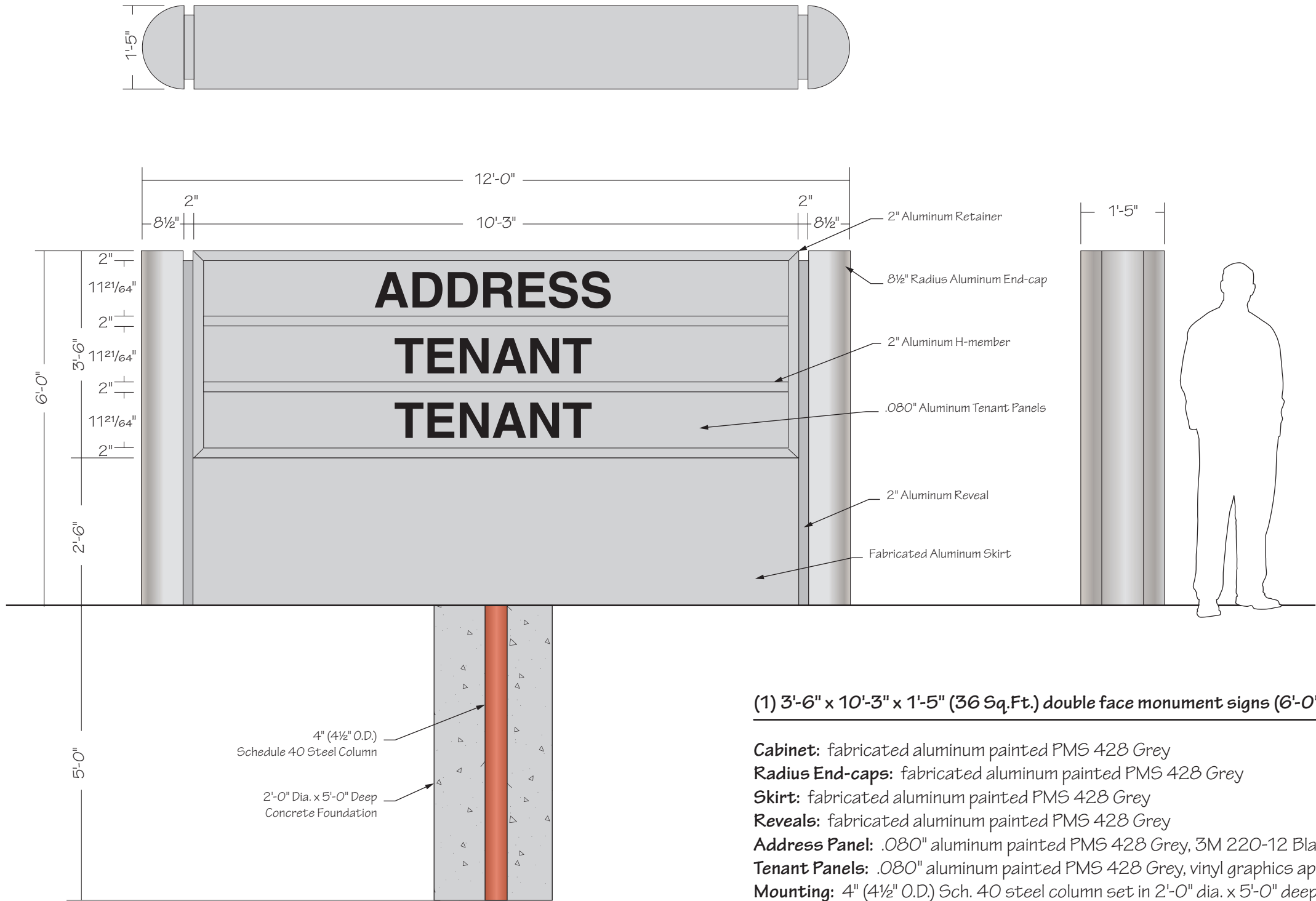
4

5

6

7

8



(1) 3'-6" x 10'-3" x 1'-5" (36 Sq.Ft.) double face monument signs (6'-0" x 12'-0" overall)

Cabinet: fabricated aluminum painted PMS 428 Grey
Radius End-caps: fabricated aluminum painted PMS 428 Grey
Skirt: fabricated aluminum painted PMS 428 Grey
Reveals: fabricated aluminum painted PMS 428 Grey
Address Panel: .080" aluminum painted PMS 428 Grey, 3M 220-12 Black vinyl graphics applied
Tenant Panels: .080" aluminum painted PMS 428 Grey, vinyl graphics applied
Mounting: 4" (4 1/2" O.D.) Sch. 40 steel column set in 2'-0" dia. x 5'-0" deep concrete foundation

Sullivan Road, South Access Drive - Park Entry Monument Sign



PROJECT:



512 Fairview Drive
North Aurora, IL 60506

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Lisa Staszak / KZ

DRAWN BY

Bill Marlow

DATE

4.27.22

SCALE

1/2" = 1'

SHEET NO.

2 of 2

ESTIMATE / JOB NUMBER

9710

FILE NAME

PHE9710

REVISIONS:

1

2

3

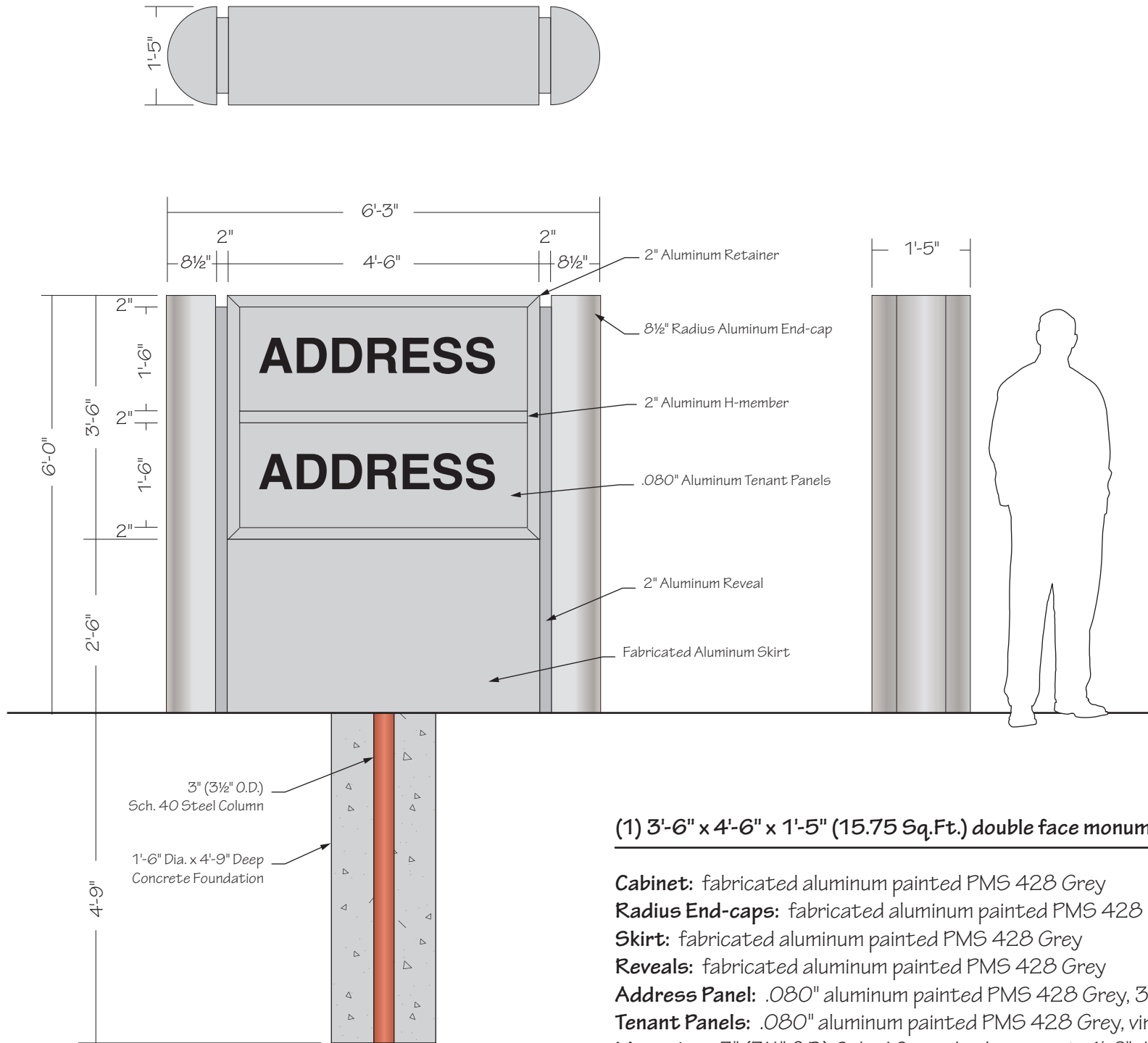
4

5

6

7

8



(1) 3'-6" x 4'-6" x 1'-5" (15.75 Sq.Ft.) double face monument signs (6'-0" x 6'-3" overall)

Cabinet: fabricated aluminum painted PMS 428 Grey

Radius End-caps: fabricated aluminum painted PMS 428 Grey

Skirt: fabricated aluminum painted PMS 428 Grey

Reveals: fabricated aluminum painted PMS 428 Grey

Address Panel: .080" aluminum painted PMS 428 Grey, 3M 220-12 Black vinyl graphics applied

Tenant Panels: .080" aluminum painted PMS 428 Grey, vinyl graphics applied

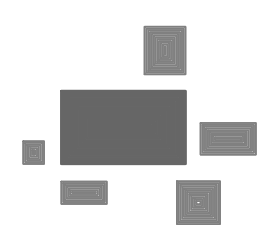
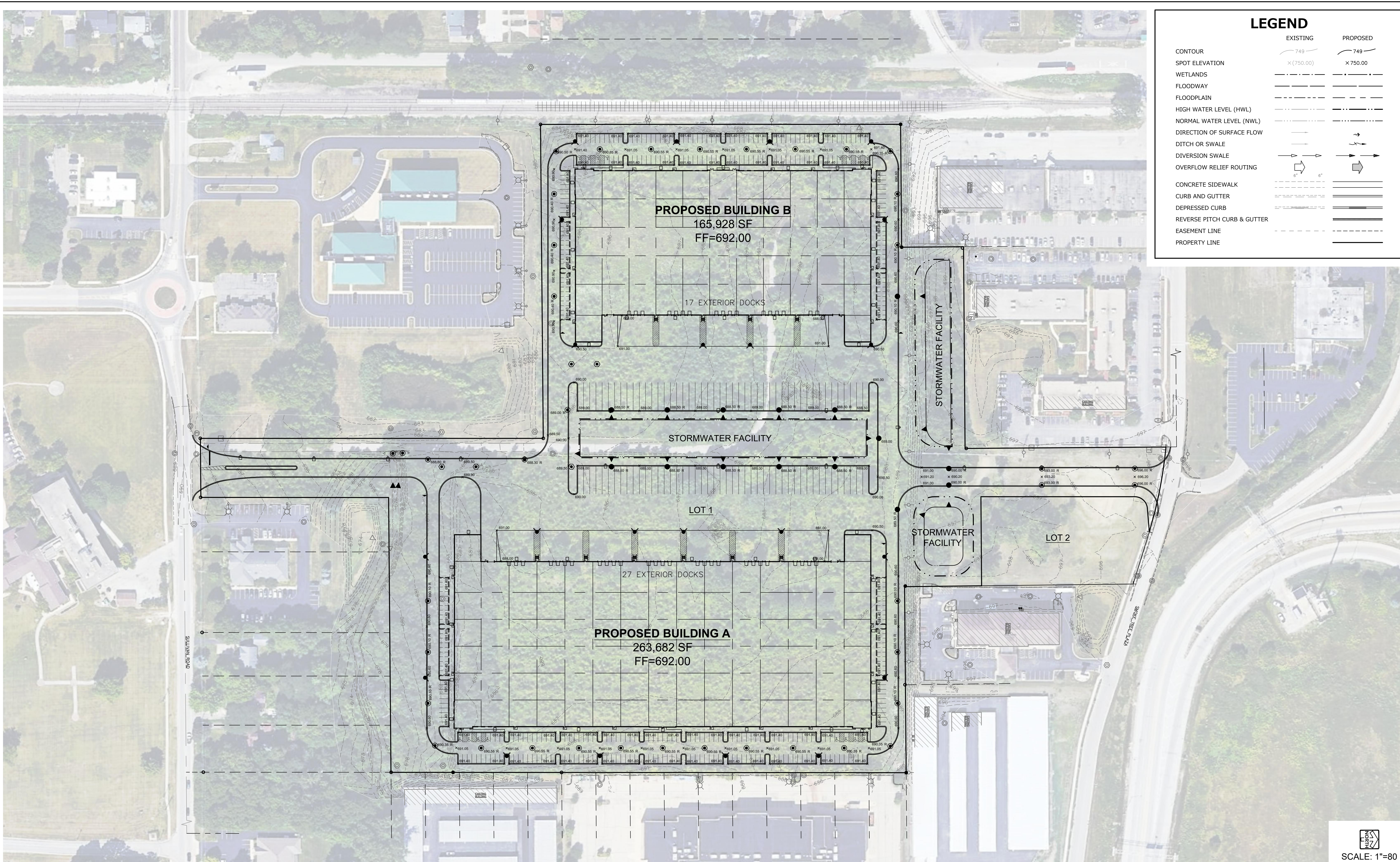
Mounting: 3" (3 1/2" O.D.) Sch. 40 steel column set in 1'-6" dia. x 4'-9" deep concrete foundation

Smoketree Plaza, North Access Drive - Park Entry Monument Sign

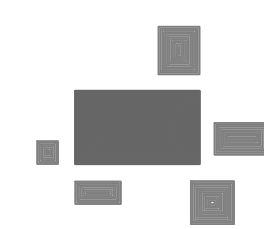
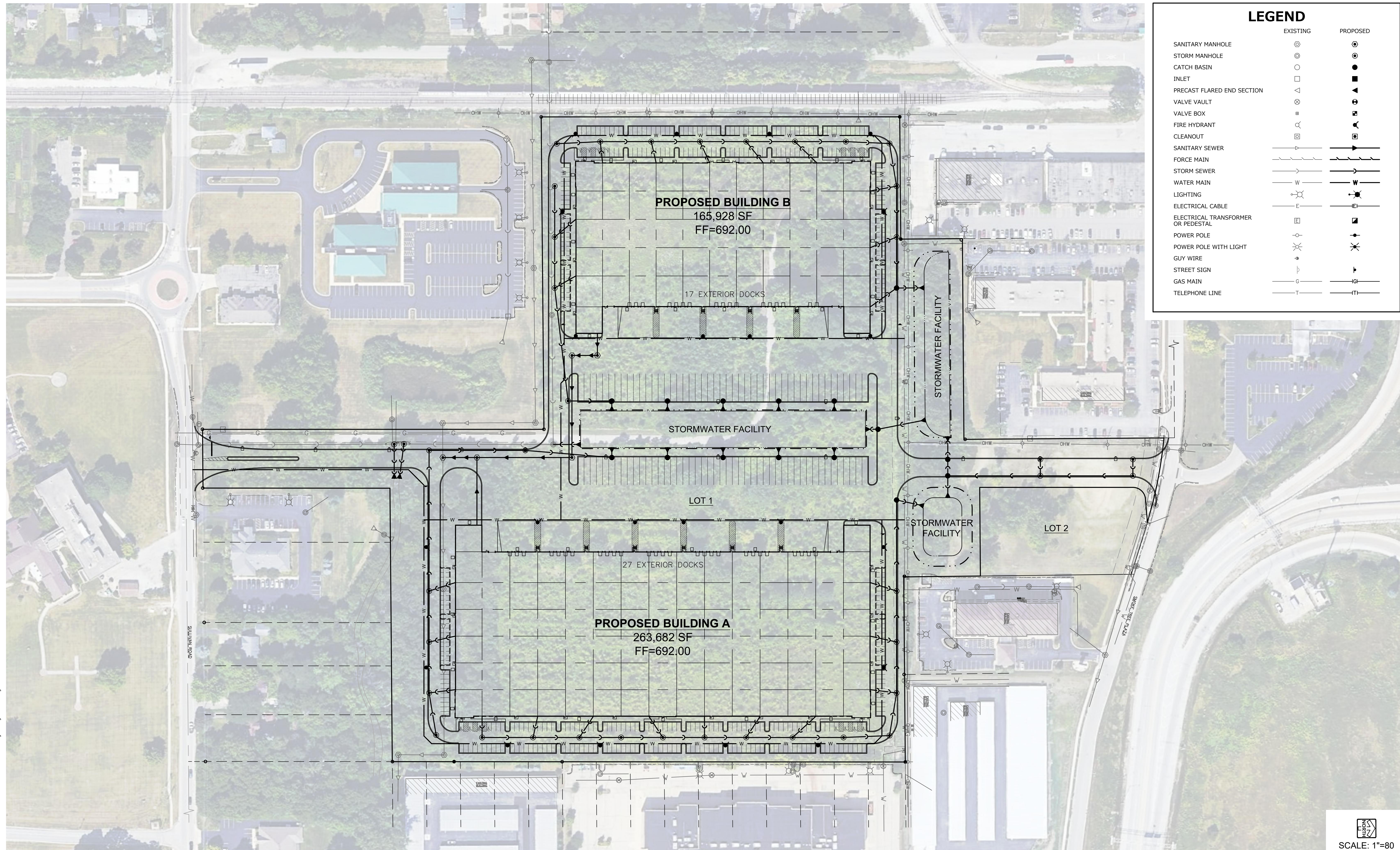




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SMOKETREE - PRELIMINARY ENGINEERING DESIGN - UTILITY PLAN

PINNACLE ENGINEERING GROUP

1051 E. MAIN STREET | SUITE 217 | EAST DUNDEE, IL 60118 | WWW.PINNACLE-ENGR.COM | CHICAGO@PINNACLE-ENGR.COM

JOB NO. 2335.00-IL 04/27/2022
PLAN | DESIGN | DELIVER



SCALE: 1"=80'

**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 22-04: 2080 W. ORCHARD ROAD ADULT-USE CANNABIS DISPENSING ORGANIZATION SPECIAL USE

AGENDA: AUGUST 15, 2022 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving a Special Use to allow an Adult-Use Cannabis Dispensing Organization in the B-2 General Commercial District for the property located at 2080 W. Orchard Road, North Aurora, Illinois

DISCUSSION

PharmaCann, Inc. (d.b.a. Verilife) is petitioning for a special use from the Village to relocate its existing medical and adult-use cannabis dispensing organization from 161 S. Lincolnway to 2080 W. Orchard Road. Medical Cannabis Dispensaries are classified as a permitted use in the B-2 General Business District; however, Adult-Use Cannabis Dispensing Organization (recreational cannabis sales) are classified as a special use in the B-2 District. The proposed use would be located within a 4,250 square foot, one-story building in the Orchard Commons B-2 General Business District Planned Unit Development. Staff notes the building was approved as part of a 2021 PUD amendment, but has not yet been constructed.

A public hearing was conducted on this item before the Plan Commission at their July 5, 2022 meeting. The meeting was well-attended by the public who voiced concerns regarding area traffic, parking and crime. Seven of the nine Plan Commission members were in attendance at the meeting. Upon voting, the special use application failed to receive the recommendation of the Plan Commission. The Plan Commission members who voted 'no' on the special use cited special use standards #2, #6 and #8 not being met.

The Village Board discussed Petition 22-04 at the August 1, 2022 Committee of the Whole meeting. Village staff and Pharmacann representatives each provided presentations. Afterwards, the public had a chance to address the Board with some voicing their opposition to the petition and others voicing support. The property owner also spoke in support stating the use would help them finish their portion of the development.

Upon completion of the presentations and audience comments, the Village Board discussed the petition and any related concerns, including the legality of cannabis sales. Based on the general feedback received from the Village Board the item was progressed to the August 15th Village Board meeting for a vote.

In order to provide history and context on the subject matter, staff has included the following information:

1. August 1, 2022 Committee of the Whole Staff Memo

2. July 5, 2022 Plan Commission Staff Report
3. Application for Special Use, submitted by Pharmacann Inc, dated June 6, 2022
4. July 5, 2022 Draft Plan Commission Meeting Minutes
5. Verilife Relocation Letter, submitted by Pharmacann, dated July 20, 2022
6. Traffic Evaluation Summary, submitted by Pharmacann, Inc., prepared by KLOA, dated July 28, 2022
7. Ordinance approving a Special Use to allow an Adult-Use Cannabis Dispensing Organization in the B-2 General Commercial District for the property located at 2080 W. Orchard Road, North Aurora, Illinois

**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 22-04: 2080 WEST ORCHARD ROAD ADULT-USE CANNABIS DISPENSING ORGANIZATION SPECIAL USE

AGENDA: AUGUST 1, 2022 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

PharmaCann, Inc. (d.b.a. Verilife) is petitioning for a special use from the Village to relocate its existing medical and adult-use cannabis dispensing organization from 161 S. Lincolnway to 2080 West Orchard Road. Medical Cannabis Dispensaries are classified as a permitted use in the B-2 General Business District; however, Adult-Use Cannabis Dispensing Organization (recreational cannabis sales) are classified as a special use in the B-2 District. The proposed use would be located within a 4,250 square foot, one-story building in the Orchard Commons B-2 General Business District Planned Unit Development. Staff notes the building was approved as part of a 2021 PUD amendment, but has not yet been constructed.

Staff notes the following Zoning Ordinance use standards apply to Adult-Use Cannabis Dispensing Organizations in North Aurora:

1. *Purpose and Applicability. It is the intent and purpose of this Section to provide regulations regarding the cultivation, processing and dispensing of adult-use cannabis occurring within the corporate limits of the Village. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (Act), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.*
2. *There shall be a maximum of two (2) Adult-Use Cannabis Dispensing Organizations located in the Village of North Aurora.*
3. *Adult-Use Cannabis Dispensing Organizations shall be located a minimum of 1,000 feet from the property line of any school grounds, public playground, public recreation center, child care center, public park, public library, or game arcade to which admission is not restricted to persons 21 years of age or older located in the Village of North Aurora.*
4. *On-site consumption of cannabis shall be prohibited.*
5. *Adult-Use Cannabis Dispensing Organizations shall be located a minimum of 1,500 feet from the property line of any pre-existing Adult-Use Cannabis Dispensing Organization located in the Village of North Aurora.*

A public hearing was conducted on this item before the Plan Commission at their July 5, 2022 meeting. The meeting was well-attended by the public who voiced concerns regarding area traffic, parking and crime. Seven of the nine Plan Commission members were in attendance at

the meeting. Upon voting, the special use application failed to receive the recommendation of the Plan Commission. The Plan Commission members who voted 'no' on the special use cited the following underlined Standards for Special Use not being met:

1. *The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.*
2. *The proposed special use is deemed necessary for the public convenience at that location.*
3. *The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.*
4. *The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.*
5. *The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.*
6. *The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.*
7. *The proposed special use is compatible with development on adjacent or neighboring property.*
8. *The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.*
9. *The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.*
10. *The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.*
11. *The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.*

In order to provide history and context on the subject matter, staff has included the following information:

1. July 5, 2022 Plan Commission Staff Report
2. Application for Special Use, submitted by Pharmacann Inc, dated June 6, 2022
3. July 5, 2022 Draft Plan Commission Meeting Minutes
4. Verilife Relocation Letter, submitted by Pharmacann, dated July 20, 2022
5. Traffic Evaluation Summary, submitted by Pharmacann, Inc., prepared by KLOA, dated July 28, 2022

Staff would like to take this opportunity to solicit feedback from the Village Board on the proposed special use associated with Petition #22-04.

Staff Report to the Village of North Aurora Plan Commission

FROM: Mike Toth, Community and Economic Development Director

GENERAL INFORMATION

Meeting Date: July 5, 2022

Petition Number: 22-04

Petitioner: Pharmacann, Inc.

Request: Special use to allow an Adult-Use Cannabis Dispensing Organization

Location: 2080 West Orchard Road

Parcel Number: 15-06-126-013

Property Size: Approximately 0.59 acres



Current Zoning: B-2 General Business District Planned Unit Development

Contiguous Zoning: North – B-2 General Business District, South – F - Farming District (unincorporated Kane County), East – B-2 General Business District, West – B-2 General Business District

Comprehensive Plan Designation: Regional Commercial

BACKGROUND

On July 21, 2014, the Village Board approved Ordinance #14-07-21-01, which allows Medical Cannabis Dispensaries as a permitted use in all non-residential zoning districts and Medical Cannabis Cultivation Centers as a special use in the I-2 General Industrial District.

On October 21, 2019, the Village Board approved Ordinance #19-10-21-01, which allows for the sales of recreational cannabis in approved Adult-Use Cannabis Dispensing Organizations as a special use in all non-residential zoning districts and Adult-Use Cannabis Craft Grower Organization, Adult-Use Cannabis Infuser Organization, Adult-Use Cannabis Processing Organization, Adult-Use Cannabis Transporting Organization as special uses in the I-2 General Industrial District.

A Certificate of Occupancy was issued to PharmaCannis on November, 9, 2015 to allow them to sell medical cannabis at 161 S. Lincolnway. On December 2, 2019 the Village Board granted a special use to Pharmacann, LLC to allow them to operate an Adult-Use Cannabis Dispensing Organization at 161 S. Lincolnway. Pharmacann (d.b.a. Verilife) began selling cannabis to the general public, as made legal by the Cannabis Regulation and Tax Act on January 1, 2020.

On January 4, 2021 the Village Board granted a special use to Pharmacann, Inc. to allow them to expand their Adult-Use Cannabis Dispensing Organization at 161 S. Lincolnway. Staff notes their facility at 161 S. Lincolnway facility was never expanded.

PROPOSAL

PharmaCann, Inc. is now petitioning to relocate its existing medical and adult-use cannabis dispensing organization to 2080 West Orchard Road. The proposed use would be located within a 4,250 square foot, one-story building in the Orchard Commons Planned Unit Development. Staff notes the building was approved as part of a 2021 PUD amendment and has not yet been constructed.

The petitioner is proposing to sell cannabis to the general public, as made legal by the Cannabis Regulation and Tax Act, and continue medical cannabis sales. The Zoning Ordinance defines *Adult-Use Cannabis Dispensing Organization* as follows:

Adult-Use Cannabis Dispensing Organization. A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Hours of Operation

The anticipated hours of operation for the dispensary would be 9:00 a.m. to 9:00 p.m. Monday through Saturday and 9:00 a.m. to 7:00 p.m. on Sundays.

Parking

There is no specific parking requirement for Adult-Use Cannabis Dispensing Organizations; as such, it is classified as a general retail goods establishment, which requires four (4) off-street parking spaces per 1,000 square foot gross floor area. With 4,250 total square feet of area, the proposed use would require seventeen (17) parking spaces. The subject property would provide a total of twenty-four (24) parking spaces.

Use standards regulating Adult-Use Cannabis Dispensing Organizations were also added to the Zoning Ordinance when the Village Board approved Ordinance #19-10-21-01. The following information includes each of the use standards and their applicability to the proposed petition:

G. Adult-Use Cannabis.

- 1. Purpose and Applicability. It is the intent and purpose of this Section to provide regulations regarding the cultivation, processing and dispensing of adult-use cannabis occurring within the corporate limits of the Village. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (Act), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.*

The proposed facility shall be required to comply with the Compassionate Use of Medical Cannabis Program Act and the Cannabis Regulation and Tax Act.

2. *There shall be a maximum of two (2) Adult-Use Cannabis Dispensing Organizations located in the Village of North Aurora.*

The petitioner is the only Adult-Use Cannabis Dispensing Organization located in the Village of North Aurora at this time. The petitioner has indicated they would be relocating their facility to the subject property. According to the petitioner, their license will only allow them to operate one facility.

3. *Adult-Use Cannabis Dispensing Organizations shall be located a minimum of 1,000 feet from the property line of any school grounds, public playground, public recreation center, child care center, public park, public library, or game arcade to which admission is not restricted to persons 21 years of age or older located in the Village of North Aurora.*

Staff has included a buffer map, dated June 22, 2022, which illustrates the 1,000 foot buffer from the property line of any school grounds, public playground, public recreation center, child care center, public park, public library, or game arcade. The subject property is not located within 1,000 feet of any of the aforementioned uses.

4. *On-site consumption of cannabis shall be prohibited.*

On-site consumption of cannabis would be prohibited.

5. *Adult-Use Cannabis Dispensing Organizations shall be located a minimum of 1,500 feet from the property line of any pre-existing Adult-Use Cannabis Dispensing Organization located in the Village of North Aurora.*

There would only be one Adult-Use Cannabis Dispensing Organization if the petitioner were to relocate their operations. The subject property is greater than 1,500 feet from the property line of their existing facility.

RECOMMENDATIONS

Staff finds that the information presented meets the Standards for Specials Uses as submitted by the petitioner and the Use Standards regulating Adult-Use Cannabis Dispensing Organizations as set forth in the Zoning Ordinance. Based on the above considerations, staff recommends approval of Petition #22-04.

APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA
Board of Trustees
25 East State Street
North Aurora, IL 60542

PETITION NO: 22-04

FILENAME: Pharmacann, Inc Special Use

DATE STAMP: 6-6-22

I. APPLICANT AND OWNER DATA

Name of Applicant Pharmacann, Inc

Applicant Address 190 South LaSalle Street, Suite 2950, Chicago, Illinois 60603

Applicant Telephone # 312-543-3164

Email Address Karen.Eltz@PharmaCann.com

Property Owner(s) Orchard Commons North Aurora LLC

Owner Address 226 N. Morgan Street, Suite 300 Chicago, IL 60607

Owner Telephone # Christopher Ileakis (312)985-0980

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 2080 West Orchard, North Aurora
(indicate location if no common address)

Legal Description: see attached

Parcel Size 25,918 s.f.

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

Present Zoning District B2 - General Business District
(Zoning Ordinance Classification)

III. PROPOSED SPECIAL USE

Proposed Special Use Medical and Adult-Use Cannabis Dispensing Organization

(Zoning Ordinance Classification)

Code Section that authorizes Special Use Title 17.8.2

Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? No

If so, when? _____ to what district? _____

Describe briefly the type of use and improvement proposed _____

The applicant seeks to relocate its existing medical and adult use cannabis dispensary to the subject property.

The proposed use will be located within a 4,250 s.f. 1-story new construction building with 24 parking spaces.

What are the existing uses of property within the general area of the Property in question? _____

Uses of existing property in the area are vacant land, commercial and retail uses, and residential developments.

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) _____

Based on the applicant's experience in North Aurora, there is a need and demand for an adult use cannabis dispensary. The proposed location is well suited for cannabis operations as it is in close proximity to other commercial/retail uses with similar operating hours.

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

IV CHECKLIST FOR ATTACHMENTS

The following items are attached here to and made a part hereof:

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's [EcoCat](#) online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website www.kanedupageswcd.org for a Land Use Opinion Application

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending United States mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

DocuSigned by:



FDBB1FE391C040A...

Applicant or Authorized Agent

6/2/2022

Date



Owner



Date

Narrative for Special Use Application
2080 West Orchard Rd, North Aurora
Applicant: PharmaCann, Inc

Pharmacann, Inc., d/b/a Verilife (the "Applicant"), seeks a special-use permit for an adult-use cannabis dispensing organization at 2080 W. Orchard Rd in order to relocate its existing medical and adult-use cannabis dispensary. The Applicant would relocate from its current North Aurora cannabis dispensary located at 161 South Lincolnway, Suite 302.

The Applicant has been operating a medical cannabis dispensary under its Verilife brand in North Aurora since 2016. In 2019, the Village of North Aurora approved a special use permit for the Applicant to begin adult-use sales at its existing location. Since January 1, 2020, when the state authorized adult-use cannabis sales to customers 21 and over, Verilife North Aurora has been serving both medical patients and adult-use consumers.

The proposed site is an approximate half-acre parcel located at the northwest corner of Oak Street and Orchard Road. The proposed location is a one-story, single-tenant building consisting of approximately 4,250 square feet, and will be constructed for the proposed dispensary. The site will have approximately twenty-four (24) dedicated parking spaces.

The dispensary will contain an approximate 1,550 square foot sales floor area, with approximately twelve point-of-sale stations. The sales floor area will be accessed through a single entry at the northwest corner of the building, while a separate egress door will be available at the southwest corner of the site. The processing areas, office, employee break room/lockers, secured vault/night storage area and other back-office uses will not be accessible to the public. These areas of the facility are restricted by a security-monitored access control system, requiring our credentialed and background-checked employees to enter security codes and swipe their agent cards to enter, and logging a time stamp of each dispensary agent's entry into the restricted access areas of the facility. The restricted access area is intentionally separated from the sales floor, and cannot be viewed from the sales floor or entrance areas.

Carrying over our established practice of strong and open communication with local North Aurora officials, our dispensary premises and high-definition surveillance footage will always remain available to North Aurora law enforcement members upon request. We are always open to offering tours for local officials upon request as well.

Hours of operation for the dispensary are 9 AM to 9 PM Monday through Saturday and 9 AM to 7 PM on Sundays. The dispensary will employ approximately 25 to 30 workers, including management staff, customer service, and inventory control specialists. Our Verilife retail employees are provided living-wage compensation and comprehensive benefit packages, including healthcare, vision, dental, 401K savings options, and discretionary bonuses. We seek to hire locally from the North Aurora community.

In accordance with our past security operations and state regulation, our proposed dispensary facility will be closely monitored by a 24/7 internal surveillance monitoring system during operational and non-operational hours, covering the entirety of the internal facility and perimeter. The surveillance system is remotely accessible to our state regulators and state police inspectors at all hours. An alarm and motion sensor system are activated during non-operational hours, and panic and duress alarms are readily available to our employees in the event of an emergency within the facility. On-site security will be provided by Metro One during operational hours, seven

days per week, with a third-party security agent monitoring the facility and its perimeter in accordance with State of Illinois law. As patrons approach the dispensary, Metro One security agents ensure that they have a valid reservation or are seeking to confer with a customer service associate to place an order, and upon entrance into the public access area, an electronically scanned age and identification verification takes place, including medical card check if applicable.

To prevent lines or congestion around the premises, customers and patients are encouraged to place their orders online. Reservations can be booked 48 hours in advance of their scheduled pickup, helping create a streamlined transactional process and customer throughput. The online ordering system functions similarly to a Starbucks mobile ordering process, allowing patients and customers upon age or credential verification to conduct their transactions in approximately 90 seconds. Additionally, our new proposed dispensary will be designed to handle a significant increase in customer throughput during peak hours, with approximately twelve (12) point-of-sale stations as opposed to four (4) at our current site. The revamped internal design to allow us to handle expanded throughput, ensuring we minimize disruption and act as good neighbors and business members, is one of the primary drivers of our relocation application.

Secure, discrete deliveries to the dispensary follow strict guidelines as set forth by the State of Illinois. Deliveries are made only into the restricted access area which is not accessible to the public and are monitored by GPS while in transit, and constant video surveillance upon arrival at the dispensary. The vehicle GPS and video monitoring are remotely accessible in real time to state police and state regulators. Delivery times are intentionally randomized, and known only to the agent-in-charge and security personnel who monitor the entirety of the delivery process to ensure a safe transfer into the secured vault. Deliveries arrive in small utility vehicles that are unmarked, and will have two delivery agents present for every delivery.

Upon delivery into the vault, our inventory control and management team inspect the delivery manifest to ensure all products are accounted for, and matches the delivery manifest prepared at the cultivation site. The delivered products are then immediately entered into the state's electronic "seed-to-sale" inventory tracking system, which remains accessible at all times to state regulators and state police.

PharmaCann Inc.

2080 West Orchard, North Aurora

Special Use Application - Recreational Cannabis Dispensary

- 1) The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.**

The proposed site is in the B2 – General Business District, which permits Recreational Cannabis Dispensaries as a special use.

- 2) The proposed special use is deemed necessary for the public convenience at that location.**

The proposed special use is deemed necessary for the public convenience. The applicant has operated a medical and adult use dispensary in North Aurora since January 1, 2020. Demand for the applicant's products is strong and generates increased tax revenues into the Village. This particular location is well-suited to accommodate this use due to the commercial nature of the area.

- 3) The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.**

The proposed special use does not create excessive additional impacts at the public expense. The applicant is an experienced operator. The dispensary will be operated in a manner that meets or exceeds State of Illinois regulations as to security, deliveries and space plan. As set forth in the narrative, the applicant utilizes an online reservation system which allows the applicant to manage the flow of customers the dispensary. Ample parking is provided on-site for the dispensary customers and employees.

This use will be beneficial to the economic welfare of the community as sales of cannabis for adult use can be taxed beyond general sales taxes for the benefit of the municipality, generating additional revenue for the municipality.

- 4) The proposed use is in conformance with the goals and policies of the Comprehensive Plan and all Village codes and regulations.**

The proposed special use will help to further enhance a vibrant and unique commercial use consistent with the goals of the Comprehensive Plan which calls for this area to be developed for Regional Commercial Uses, which are defined as uses including retail, restaurant and service uses to serve North Aurora and surrounding communities. The site is within the West Gateway Subarea Plan which calls for smaller scale commercial uses at this particular location.

The proposed dispensary will specifically address the Village's objective to develop this area with smaller-scale retail uses.

The proposed use will be operated in accordance with all Village codes and regulations.

- 5) The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.**

The proposed dispensary will be located in a new building being constructed for the applicant, following the necessary approvals. The dispensary is designed to be operated in a manner that is harmonious and compatible in use and appearance with the surrounding uses. The construction of a new, high-quality retail building will enhance the character of the area as a whole.

- 6) The proposed special use will not significantly diminish the safety, use, enjoyment and value of the property in the neighborhood in which it is located.**

The proposed special use will not significantly diminish the safety, use, enjoyment and value of the property in the neighborhood. The applicant is an experienced operator with a proven track record in North Aurora. Consistent with State of Illinois requirements, the operator will have a robust safety and security plan to ensure no diminution in safety for the neighborhood. Furthermore, the reservation system allows the applicant to control the number of customers at any given time.

- 7) The proposed special use is compatible with development on adjacent or neighboring property.**

The proposed special use is compatible with development on adjacent or neighboring property. The area consists of commercial and retail uses.

- 8) The proposed special use minimizes potentially dangerous traffic movements, and provides adequate safe access to the site.**

The proposed dispensary will be in a single-use building with dedicated parking. Access to the site will be from Oak Street or Orchard Rd through access points intended to serve the entire commercial development. The parking area is designed to promote traffic and pedestrian safety and to minimize potentially dangerous traffic movements.

- 9) The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of the Ordinance.**

The dispensary location will provide 25 parking spaces, exceeding what is required by village ordinance. The parking areas will be landscaped.

- 10) The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessities.**

The proposed special use will be adequately served by adequate utilities, drainage, road access, public safety and other necessities, in the same way that the existing use is served at this location.

- 11) The proposed special use conforms with the requirements of this ordinance and other applicable regulations.**

The proposed site is in the B2 – General Business District, which permits Recreational Cannabis Dispensaries as a special use. The existing site otherwise complies with the requirements of the zoning ordinance and other applicable regulations.

LEGAL DESCRIPTION

LOT 1 THE FINAL PLAT OF SUBDIVISION OF ORCHARD ACRES ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 2022 AS DOCUMENT NUMBER 2022K003036, IN KANE COUNTY, ILLINOIS, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION

PARCEL 1:
LOT 3 THE FINAL PLAT OF SUBDIVISION OF ORCHARD ACRES ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 2022 AS DOCUMENT NUMBER 2022K003036, IN KANE COUNTY, ILLINOIS, BEING A RESUBDIVISION OF LOTS 1AND 2 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2007AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER AND ONTO PRIVATE DRIVE NOS. 1 AND 2 FOR INGRESS AND EGRESS AS CONTAINED IN THE PLAT OF SUBDIVISION RECORDED AUGUST 6, 2007 AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS, AND ALSO AS CONTAINED IN PRIVATE ROAD EASEMENT AND MAINTENANCE AGREEMENT RECORDED NOVEMBER 17, 2021 AS DOCUMENT NUMBER 2021K086729, IN KANE COUNTY ILLINOIS.

PARCEL 3:
NON-EXCLUSIVE, PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOTS 1, 2 AND 4 IN ORCHARD ACRES SUBDIVISION FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS OVER DRIVEWAYS AS DEFINED, SET FORTH AND CONTAINED IN DECLARATION OF RECIPROCAL ACCESS EASEMENT AND USE RESTRICTIONS RECORDED JANUARY 24, 2022 AS DOCUMENT NUMBER 2022K004638, IN KANE COUNTY ILLINOIS.



LOCATION MAP
NOT TO SCALE

NOTES CORRESPONDING TO SCHEDULE B, PART TWO

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING DEEDS, EASEMENTS, RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS, ADJOINERS AND/OR OTHER DOCUMENTS THAT MIGHT EFFECT TITLE TO THE PROPERTY DEPICTED HEREON WAS APPLIED FROM FREEDOM TITLE CORPORATION, COMMITMENT NO. FR2001690, DATED FEBRUARY 1, 2022 AS PROVIDED TO THE SURVEYOR BY THE CLIENT, TITLE COMPANY AND/OR THEIR REPRESENTATIVES.

2. SCHEDULE B ITEM 8: PERMANENT TAX NUMBER 15-06-126-007 AS LISTED IN TITLE COMMITMENT. AFFECTS SUBJECT LAND AND OTHER LAND.

3. SCHEDULE B ITEM 14: SETBACK LINES AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AUGUST 6, 2007 AS DOCUMENT NO. 2007K081978 AND AS CONTAINED IN THE FINAL PLAT OF SUBDIVISION OF ORCHARD ACRES RECORDED JANUARY 18, 2022 AS DOCUMENT NO. 2022K003036 AS FOLLOWS:

A. 35 FOOT BUILDING LINE WESTERLY AND EASTERLY
B. 25 FOOT YARD SETBACK LINE WESTERLY

AFFECTS SUBJECT PARCEL. SHOWN ON SAID SURVEY.

4. SCHEDULE B ITEM 15: EASEMENTS FOR INGRESS AND EGRESS AND IN FAVOR OF PUBLIC UTILITIES, AND ITS/ THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT OF SUBDIVISION RECORDED AUGUST 6, 2007 AS DOCUMENT NO. 2007K081978 AND AS CONTAINED IN THE FINAL PLAT OF SUBDIVISION OF ORCHARD ACRES RECORDED JANUARY 18, 2022 AS DOCUMENT NO. 2022K003036, AS FOLLOWS:

A. 35 FOOT PUBLIC UTILITY EASEMENT WESTERLY
B. 20 FOOT INGRESS AND EGRESS EASEMENT WESTERLY (AS A PORTION OF PRIVATE DRIVE NO. 2)
C. 10 FOOT KANE COUNTY HIGHWAY EASEMENT EASTERLY
D. 15 FOOT KANE COUNTY PUBLIC UTILITY EASEMENT DESCRIBED AS THE WESTERLY 15 FEET OF THE EASTERLY 25 FEET
AFFECTS SUBJECT PROPERTY. SHOWN ON SAID SURVEY.

5. SCHEDULE B ITEM 16: ORDINANCES OF VILLAGE OF NORTH AURORA AS TO REIMBURSEMENTS FOR WATER MAIN AND RELATED RECORDED SEPTEMBER 19, 1996 AS DOCUMENT 96K066842 AND RECORDED MARCH 3, 1997 AS DOCUMENT 97K013313. NOT SURVEY RELATED.

6. SCHEDULE B ITEM 17: WATER MAIN EASEMENT RECORDED NOVEMBER 20, 2002 AS DOCUMENT 2002K152339 TO THE VILLAGE OF NORTH AURORA, AFFECTING THE FOLLOWING: (SEE DOCUMENTS FOR LOCATION AND TERMS) THE EASTERLY LINE OF LOT 3.
AFFECTS SUBJECT PARCEL. SHOWN ON SAID SURVEY.

7. SCHEDULE B ITEM 18: ACCESS RESTRICTIONS CONTAINED ON THE PLAT OF ORCHARD COMMONS, AFORESAID, AS FOLLOWS:

A. THERE SHALL BE NO ACCESS TO ORCHARD ROAD FROM LOTS 1, 2, 3 OR 4.
B. THERE SHALL BE A SINGLE RIGHT-IN/RIGHT-OUT ACCESS TO OAK STREET ON THE COMMON LOT LINE OF LOTS 1 AND 5, IDENTIFIED AS PRIVATE DRIVE NO. 2. AFFECTS UNDERLYING LAND.

8. SCHEDULE B ITEM 19: TERMS, PROVISIONS AND CONDITIONS CONTAINED IN VILLAGE OF NORTH AURORA ORDINANCE NO. 10-12-06-12 RECORDED DECEMBER 28, 2010 AS DOCUMENT R2010K08177 ESTABLISHING SPECIAL SERVICE AREA NO. 40 (ORCHARD COMMONS). NOT SURVEY RELATED.

9. SCHEDULE B ITEM 20: TERMS AND PROVISIONS CONTAINED IN ORDINANCE 07-02-12-03 RECORDED MARCH 19, 2007 AS DOCUMENT NO. 2007K030838, APPROVING PRE-ANNEXATION FOR THE PROPOSED ORCHARD COMMONS DEVELOPMENT, AND AS AMENDED IN THE FOURTH AMENDMENT TO SAID PRE-ANNEXATION BY ORDINANCE NO. 21-08-16-02 RECORDED JANUARY 7, 2022 AS DOCUMENT NO. 2022K001427, RELATING IN PART TO THE CREATION OF A PLANNED UNIT DEVELOPMENT, RECAPTURE, ZONING AND LAND USE. THE ANNEXATION RELATING TO THE ABOVE IS CONTAINED IN ORDINANCE 07-07-23-02 RECORDED AUGUST 6, 2007 AS DOCUMENT NO. 2007K081977. NOT SURVEY RELATED.

10. SCHEDULE B ITEM 21: TERMS AND PROVISIONS CONTAINED IN ORDINANCE 07-07-23-03 RECORDED AUGUST 6, 2007 AS DOCUMENT NO. 2007K081976 CREATING A SPECIAL USE AS B2 PUD FOR ORCHARD COMMONS. NOT SURVEY RELATED.

11. SCHEDULE B ITEM 22: THE LAND LIES WITHIN THE FOX METRO RECLAMATION DISTRICT, WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500. FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES. RELATIVE THERETO WE NOTE THE TERMS AND PROVISIONS CONTAINED IN THE ANNEXATION AGREEMENT BETWEEN THE FOX METRO WATER RECLAMATION DISTRICT AND ORCHARD COMMONS LLC RECORDED OCTOBER 10, 2008 AS DOCUMENT NO. R2008K078169 AND CONTAINED IN ANNEXATION AGREEMENT RECORDED JUNE 23, 2020 AS DOCUMENT NO. 2020K032958. NOT SURVEY RELATED.

NOTES CORRESPONDING TO SCHEDULE B, PART TWO CONTINUED

12. SCHEDULE B ITEM 32: COVENANTS AND RESTRICTIONS CONTAINED IN THE LEASE TO STARBUCKS CORPORATION AFFECTING THE ENTIRE SUBDIVISION AS DISCLOSED BY THE MEMORANDUM OF LEASE RECORDED AS DOCUMENT NO. 2021K079471 DESCRIBED BELOW: LANDLORD SHALL NOT USE OR ALLOW ANY OTHER PERSON OR ENTITY (EXCEPT TENANT) TO USE ANY PORTION OF THE SHOPPING CENTER FOR THE SALE OF (A) WHOLE OR GROUND COFFEE BEANS, (B) ESPRESSO, ESPRESSO-BASED DRINKS, OR COFFEE-BASED DRINKS, (C) TEA OR TEA-BASED DRINKS, OR (D) BREWED COFFEE. NOTWITHSTANDING THE FOREGOING SENTENCE, (A) OTHER TENANTS MAY SELL BREWED COFFEE OR BREWED TEA WHICH IS NEITHER (I) GOURMET NOR (II) BRAND IDENTIFIED. FOR PURPOSES OF THIS LEASE, "GOURMET" SHALL BE DEFINED AS (A) BEVERAGES MADE USING ARABICA BEANS OR (B) SOURCED FROM A GOURMET COFFEE OR TEA BRAND SUCH AS COFFEE BEAN & TEA LEAF, INTELLIGENTSIA, PEETS, CARIBOU, OR SIMILAR BRANDING. FOR PURPOSES OF THIS LEASE, "BRAND IDENTIFIED" SHALL MEAN BEVERAGES ADVERTISED OR MARKETED WITHIN THE APPLICABLE RETAIL SPACE USING A BRAND NAME OR SERVED IN A BRAND-IDENTIFIED CUP, (B) OTHER TENANTS MAY SELL PRE-BOTTLED TEA OR PRE-BOTTLED TEA-BASED BEVERAGES, (C) TENANT'S EXCLUSIVE USE RESTRICTION SET FORTH HEREIN SHALL NOT APPLY TO THE OPERATION OF A TACO BELL, BURGER KING, TROPICAL SMOOTHIE CAFE, AND SMOOTHIE KING, AND (D) ANY EXISTING TENANT IN THE SHOPPING CENTER WITH A LEASE WHICH PREDATES THE DATE OF THE LEASE (WHICH EXISTING TENANTS, WITH A STATEMENT OF THEIR PERMITTED USE CLAUSES, ARE SET FORTH IN THE LEASE WHOSE LEASE ALLOWS IT TO SELL ANY OF THE FOREGOING PRODUCTS SHALL NOT BE SUBJECT TO TENANT'S EXCLUSIVE USE RESTRICTION SET FORTH HEREIN, IF AND TO THE EXTENT THAT ANY SUCH EXISTING TENANT IS PERMITTED BY ITS LEASE TO SELL ANY OF TENANT'S EXCLUSIVE USE ITEMS, PROVIDED, HOWEVER, THAT WITH RESPECT TO THE TENANTS SET FORTH IN THE LEASE, LANDLORD AGREES THAT, TO THE EXTENT LANDLORD HAS REASONABLE CONTROL OVER ANY SUCH TENANT'S USE AND CHANGES IN USE, LANDLORD SHALL EXERCISE SUCH CONTROL TO ENFORCE AND PROTECT TENANT'S EXCLUSIVE USE RIGHTS DESCRIBED HEREIN, OTHER THAN TENANT AND ITS AFFILIATES. LANDLORD SHALL NOT ALLOW ANY OTHER USE (BY LEASE OR OTHERWISE), NOR ALLOW ANY OF LANDLORD'S AFFILIATES TO ALLOW ANY USE (BY LEASE OR OTHERWISE), WITHIN THE SHOPPING CENTER AS A COFFEE SHOP OR ANY OTHER BUSINESS USE WHICH HAS COFFEE SALES AS ITS PRIMARY USE.
AFFECTS SUBJECT PARCEL. NOT SHOWN ON SAID SURVEY.

13. SCHEDULE B ITEM 33: TERMS AND PROVISIONS OF THE DECLARATION OF RECIPROCAL ACCESS EASEMENT AGREEMENT AND USE RESTRICTIONS DATED AS OF JANUARY 20, 2022 AND RECORDED JANUARY 24, 2022 AS DOCUMENT NO. 2022K004638 WHICH CONTAINS IN PART EXCLUSIVE RIGHTS IN FAVOR OF TACO BELL AND STARBUCKS, FOR PARTICIPANTS HAVE DOCUMENT AFFECTS SUBJECT PARCEL. NOT SHOWN ON SAID SURVEY. NO IMPROVEMENTS HAVE BEEN MADE TO LOTS 1, 2 AND 4.

14. SCHEDULE B ITEM 34: TERMS AND PROVISIONS OF PRIVATE ROAD EASEMENT AND MAINTENANCE AGREEMENT DATED AS OF NOVEMBER 15, 2021 AND RECORDED NOVEMBER 17, 2021 AS DOCUMENT NO. 2021K086729. AFFECTS SUBJECT PARCEL. SHOWN ON SAID SURVEY.

SURVEYORS NOTES:

TABLE A NOTES:

1. TABLE A ITEMS 1, 3, 4, 8, 9, 13, 16, 17 AND 19 ARE SHOWN HEREON THIS SURVEY.

2. FIELD WORK WAS COMPLETED ON MARCH 3, 2022.

3. TABLE A ITEM 1: ALL MONUMENTS WERE EITHER FOUND OR SET ON THE SUBJECT PROPERTY.

4. TABLE A ITEM 3: UPON INSPECTION OF THE FLOOD INSURANCE RATE MAP FOR THE SUBJECT AREA, PANEL NUMBER 17089C0340H WITH AN EFFECTIVE DATE OF AUGUST 3, 2009, IT APPEARS THAT THE PROPERTY SHOWN HEREON WOULD LIE IN "ZONE X", AREA OF MINIMAL FLOODING.

4. TABLE A ITEM 4: GROSS LAND AREA = 20,909 SQUARE FEET OR 0.480 ACRES MORE OR LESS.

5. TABLE A ITEM 8: ALL SUBSTANTIAL FEATURES OF THE SUBJECT PROPERTY ARE SHOWN ON THE SURVEY.

6. TABLE A ITEM 9: NO IDENTIFIABLE PARKING SPACES WERE OBSERVED AT THE TIME OF SURVEY.

7. SCHEDULE A ITEM 13: NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS SHOWN ON SURVEY.

8. SCHEDULE A ITEM 16: NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

14. TABLE A ITEM 17, NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES HAVE BEEN DISCOVERED. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED.

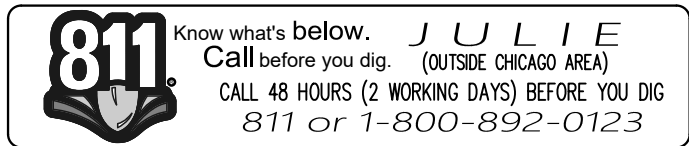
15. TABLE A ITEM 19, REGIONAL LAND SERVICES, LLC CARRIES PROFESSIONAL LIABILITY INSURANCE.

SURVEYORS NOTES:
1) ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2) BEFORE STARTING ANY CONSTRUCTION OF IMPROVEMENTS OR FENCES FIELD MONUMENTATION SHOULD BE ESTABLISHED.
3) REFER TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES FOR RESTRICTIONS, BUILDING LINES AND EASEMENTS.
4) PARCEL DIMENSIONS AND/OR BEARINGS WITHIN PARENTHESES ABBREVIATED REC. ARE RECORDED DOCUMENT DIMENSIONS AND/OR BEARINGS.

P.U.E. PUBLIC UTILITY EASEMENT
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
B.S.L. BUILDING SETBACK LINE
A ARC LENGTH
CB CHORD BEARING
R RADIUS
BLDG BUILDING
CLF CHAIN LINE FENCE
WDF WOOD FENCE
TGF FIBERGLASS FENCE
WIF WROUGHT IRON FENCE
ALF ALUMINUM FENCE
FIP OR SIP FOUND OR SET IRON PIPE
FIB OR SIF FOUND OR SET IRON ROD
FCN OR SCN FOUND OR SET CROSS NOTCH
FPK OR SPK FOUND OR SET MAGNETIC P.K. NAIL

LEGEND	
	EXISTING LIGHT POLE
	EXISTING ELECTRIC PEDESTAL
	EXISTING TELEPHONE PEDESTAL
	EXISTING SPRINKLER CONTROL VALVE
	EXISTING SIGN
	EXISTING TRAFFIC HANDHOLE
	EXISTING TRAFFIC SIGNAL
	EXISTING TRAFFIC SIGNAL MAST ARM
	EXISTING SANITARY MANHOLE
	EXISTING STORM CATCH BASIN
	EXISTING STORM FLARED END SECTION
	EXISTING STORM INLET
	EXISTING STORM MANHOLE
	EXISTING FIRE HYDRANT
	EXISTING WATER BUFFALO BOX
	EXISTING WATER VALVE
	EXISTING WATER VALVE & VAULT
	EXISTING FIBER OPTICS MARKER POST
	EXISTING TELEPHONE MANHOLE
	EXISTING POWER POLE
	EXISTING GUY WIRE
	PARCEL LIMITS
	INGRESS/EGRESS EASEMENT
	EASEMENT
	BUILDING SETBACK LINE
	CENTER LINE OF RIGHT OF WAY
	EXISTING CONTOUR MAJOR 5 FOOT
	EXISTING CONTOUR MINOR 1 FOOT
	EXISTING SANITARY LINE
	EXISTING STORM LINE
	EXISTING WATERMAIN LINE
	EXISTING CONCRETE PAVEMENT
	EXISTING ASPHALT PAVEMENT
	KANE COUNTY HIGHWAY EASEMENT
	KANE COUNTY PUBLIC UTILITY EASEMENT
	VILLAGE OF NORTH AURORA PUBLIC UTILITY EASEMENT

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



STATE OF ILLINOIS)
COUNTY OF COLE) SS
TO: MCGIE FAMILY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY
CHICAGO TITLE INSURANCE COMPANY
FREEDOM TITLE CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 9, 13, 16, 17 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 3, 2022.

REGIONAL LAND SERVICES, LLC
PROFESSIONAL DESIGN FIRM NUMBER 007858-0010
Rudy P. Dixon
DATE 3/8/2022
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832
LICENSE EXPIRES NOVEMBER 30, 2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



REGIONAL
LAND SERVICES

9512 FOWLER ROAD
ROCHELLE, ILLINOIS 61068
PHONE: (618) 559-2260

CLIENT:
CIVWORKS CONSULTING, LLC

3343 N NEVA AVENUE CHICAGO, IL 60634
PHONE: 1(312)637-9570

DRAWING NUMBER
ALTA

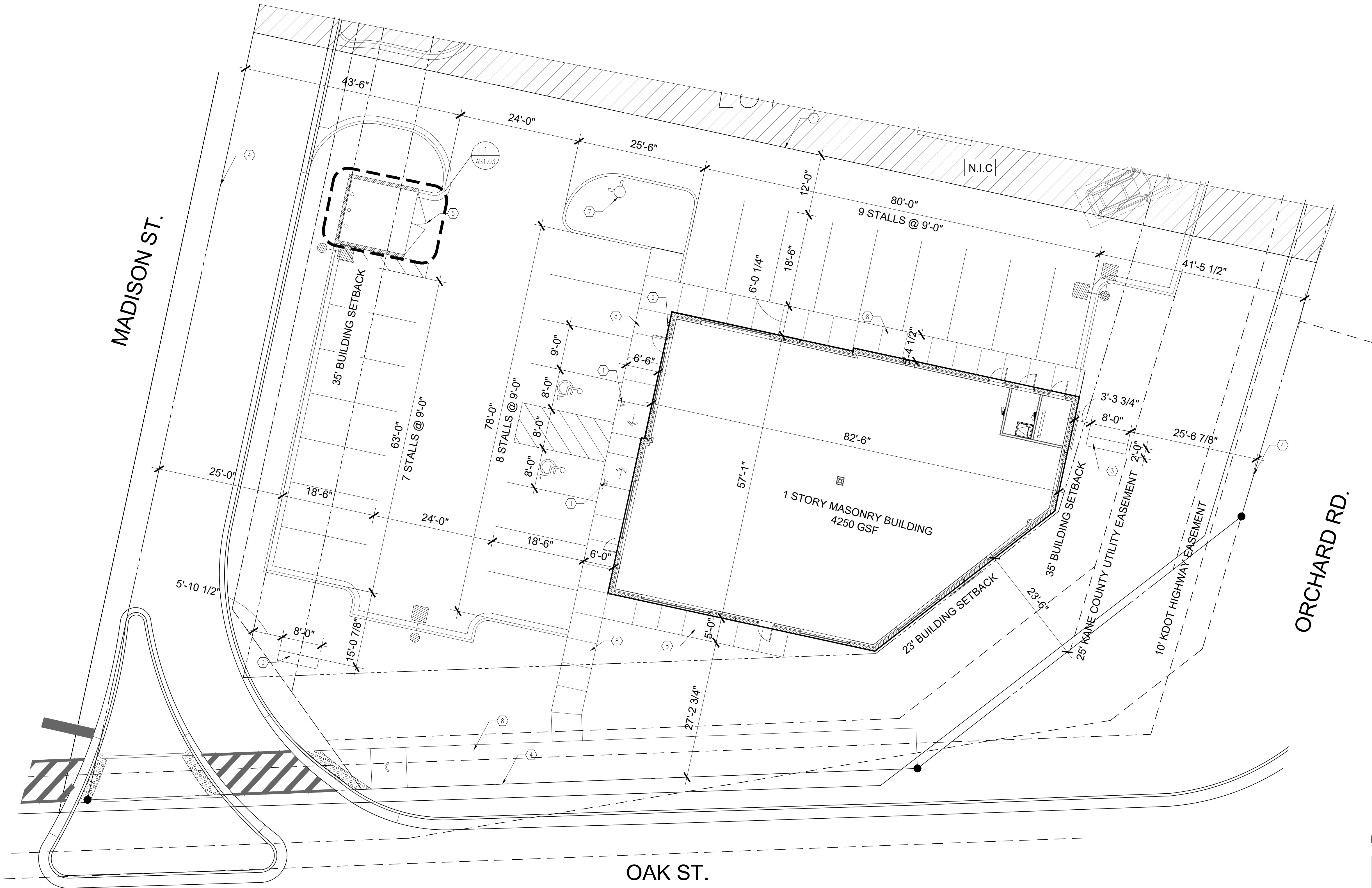
SHEET 1 OF 1

DATE 3/8/2022

PROJECT NUMBER 210128

1	CLIENT COMMENT	3/8/2022
0	ISSUED	3/7/2022
REV	DESCRIPTION	DATE

PROJECT NUMBER: 210128	DRAWN BY: RVH DATE: 3/8/2022
SCALE: 1" = 30'	CHECKED BY: RPD DATE: 3/8/2022
ORDERED BY: OSVALDO PASTRANA	FIELD WORK COMPLETED: DATE: 3/3/2022
PROPERTY ADDRESS: 2060 ORCHARD ROAD NORTH AURORA, IL	



- GENERAL NOTES:
- A. SEE CIVIL FOR GRADING PLAN. SEE CIVIL DRAWING FOR DEMOLITION, NEW PAVEMENT, SITE UTILITIES, SIGNAGE AND FINAL SITE DIMENSIONS.
 - B. SEE AS1.03 FOR ADDITIONAL SITE DETAILS.
 - C. VERIFY THE EXISTENCE OF AND PROTECT ALL EXISTING UTILITY LINES. EXCAVATE WITH CARE.
 - D. INSTALL ADDRESS ON BUILDING AS REQUIRED BY LOCAL CODE.
 - E. PROTECT ADJACENT SITE TO REMAIN AND REPAIR ANY SITE WORK DAMAGED BY CONSTRUCTION.
 - F. PROVIDE KNOX BOX ON REAR OF PROPERTY, PER FIRE DEPARTMENT REQUIREMENTS.
 - G. SEE CIVIL DRAWINGS FOR ADDITIONAL SITE SIGNAGE REQUIREMENTS.
 - H. CLEAN LOT AFTER SITE WORK AND AFTER CONSTRUCTION COMPLETION.
 - I. PROTECT ADJACENT PROPERTY. ANY DAMAGE IS TO BE REPAIRED AT CONTRACTOR EXPENSE WITH PERMISSION OF ADJACENT BUILDING OWNER. FOR EXAMPLE, IF SOD IS DAMAGED IT WILL BE REPLACED AND WATERED REGULARLY UNTIL ESTABLISHED.
 - J. PROVIDE EXPANSION JOINTS IN CONCRETE PAVING AND CURBS AS REQUIRED BY MFGR SPECS, OR 30FT SPACING WHICHEVER IS LESS. REFER TO CIVIL DRAWINGS FOR MORE INFORMATION AND DETAILS.

- KEY NOTES:
- 1. ADA PARKING SIGN, REFER TO CIVIL.
 - 2. LIGHT POLES, REFER TO PHOTOMETRIC SHEETS.
 - 3. PROPOSED MONUMENT SIGN. REFER TO AS1.04.
 - 4. PROPERTY LINE.
 - 5. TRASH ENCLOSURE, REFER TO AS1.03.
 - 6. NEW FIRE DEPARTMENT CONNECTION.
 - 7. NEW FIRE HYDRANT REFER TO CIVIL PLANS
 - 8. NEW CONCRETE SIDEWALK.

LEGEND:

NEW CONCRETE

NORTH

1

SITE PLAN

SCALE: 3/32"=1'-0"

0 2 4 10 20'

NOTE: SITE PLAN SHOWN FOR REFERENCE ONLY AND TO BE PERMITTED UNDER SEPARATE REVIEW.



EXP.
11/30/2022

CITY APPROVAL

CLIENT:
vequity | real estate. redefined.

Vequity
226 N Morgan Street
Suite 300
Chicago, IL 60607
312-985-0987
Email info@vequity.com
www.vequity.com

PROJECT TEAM:

I L E K I S
architects + planners

ILEKIS ASSOCIATES
223 W. JACKSON BLVD.
SUITE 1000
CHICAGO, IL 60606

312-419-0009 www.ILEKIS.com

THESE DOCUMENTS WERE PREPARED UNDER MY SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, COMPLY WITH THE APPLICABLE CODES AND BUILDING REGULATIONS.
ALPHONSE A. ILEKIS, AIA
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NOTE:

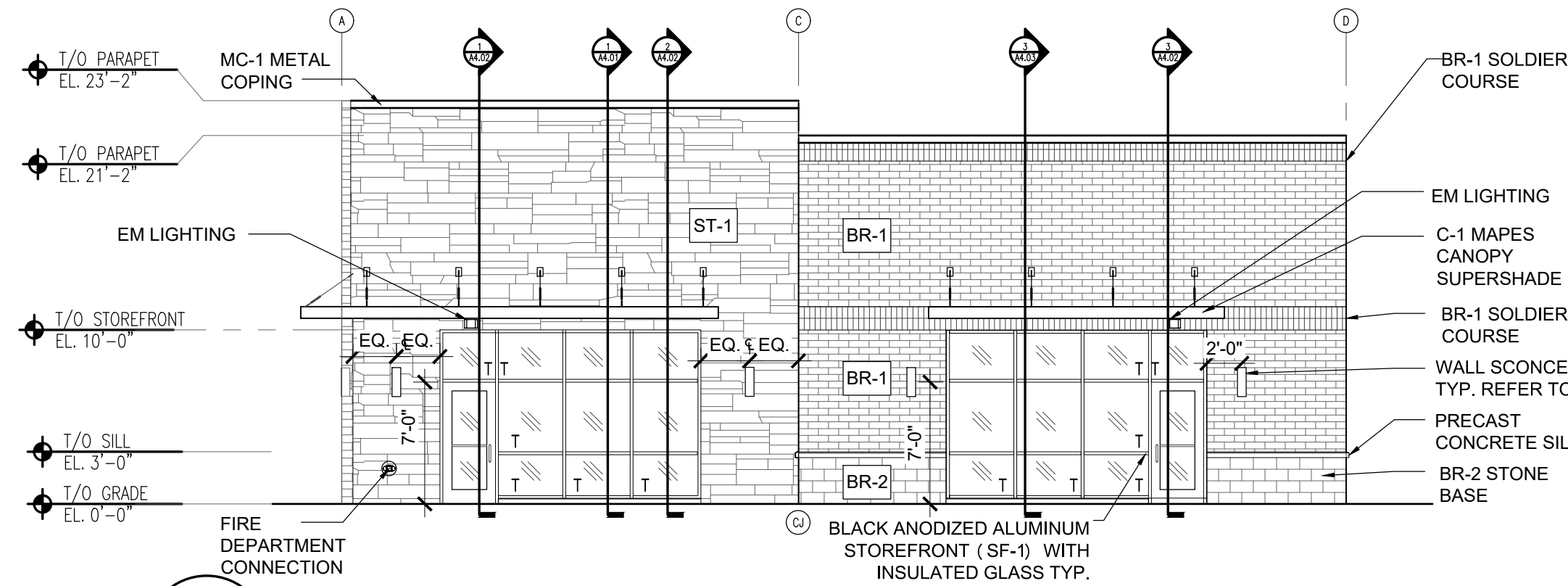
PROJECT # 2014-21
LOT-1 BUILDING
2080 W ORCHARD RD
NORTH AURORA IL 60542

THESE DOCUMENTS WERE PREPARED UNDER MY SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, COMPLY WITH THE APPLICABLE CODES.
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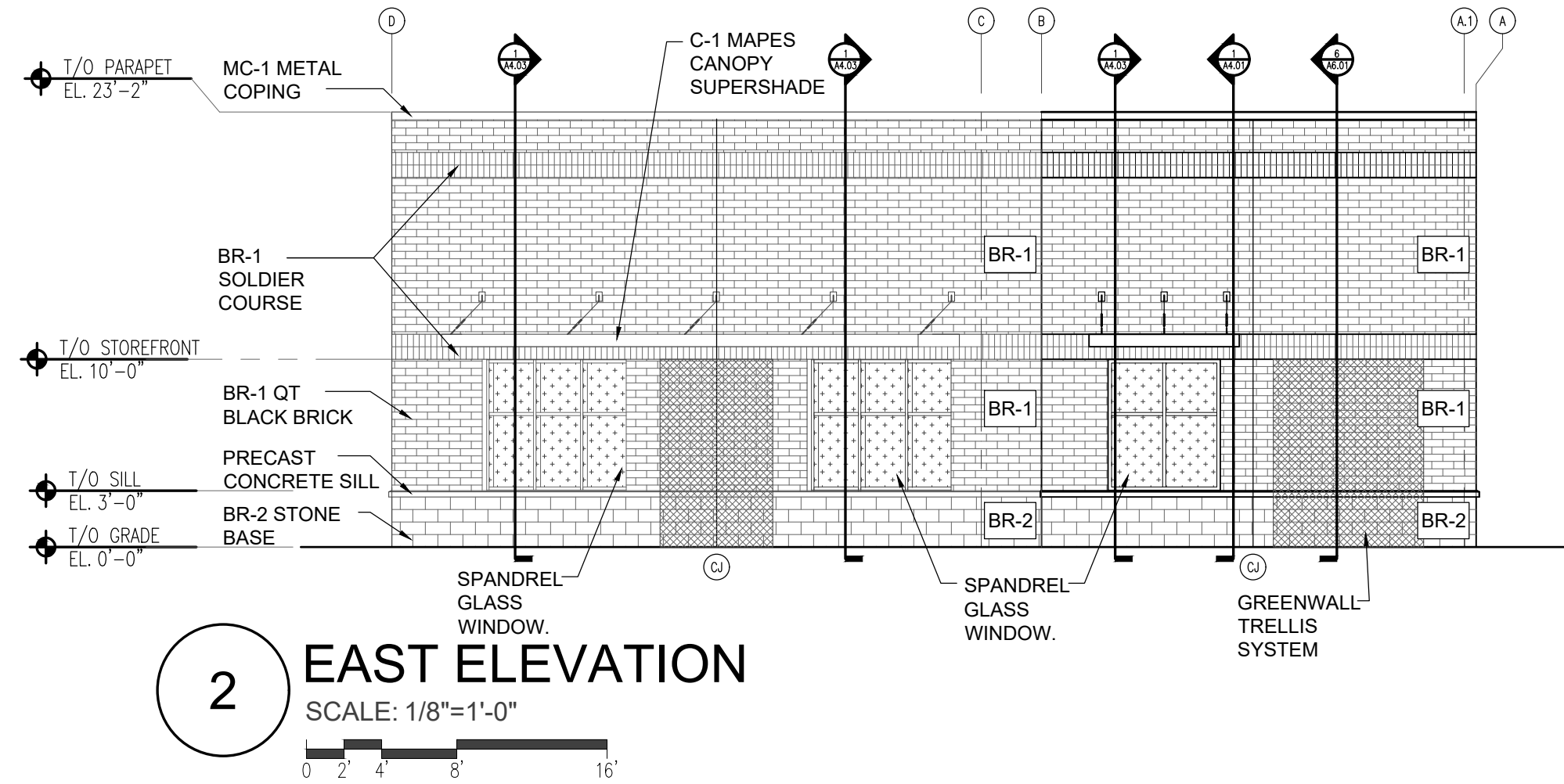
DATE:	ISSUED FOR:
03/09/22	ISSUED PER FOX METRO
01/03/22	ISSUED FOR PERMIT

SITE PLAN

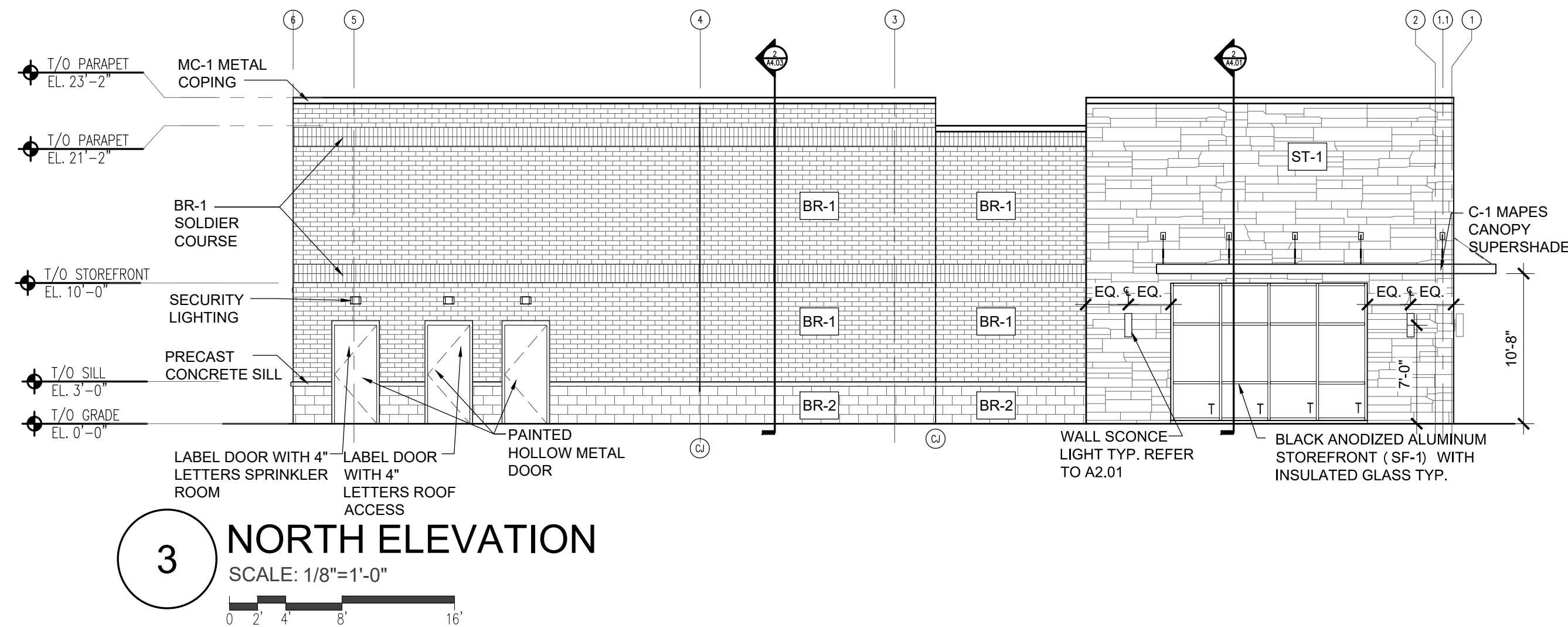
AS1.02



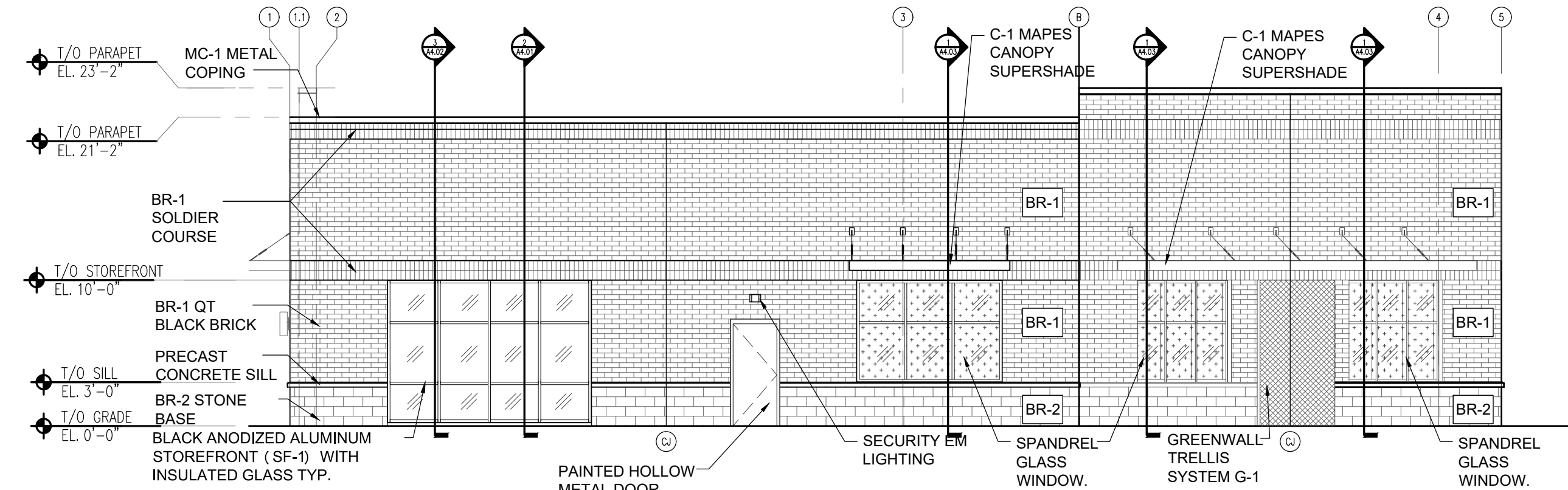
1 WEST ELEVATION
SCALE: 1/8"=1'-0"



2 EAST ELEVATION
SCALE: 1/8"=1'-0"



3 NORTH ELEVATION
SCALE: 1/8"=1'-0"



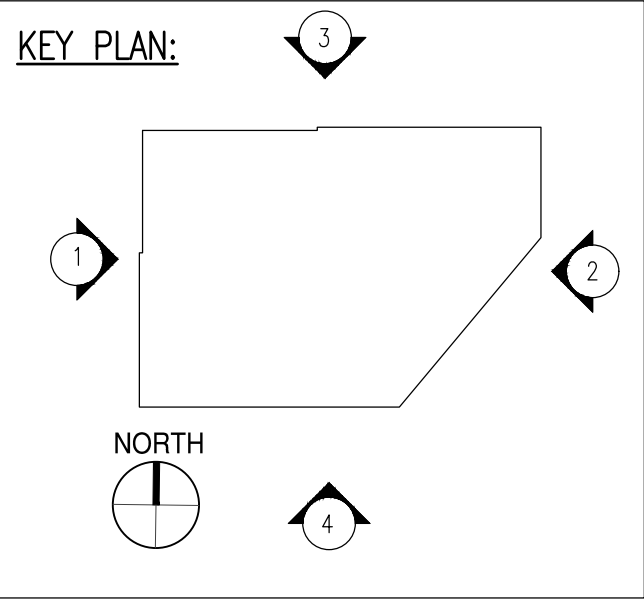
4 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



5 COLOR RENDER
SCALE: NTS



MATERIAL SCHEDULE					
SYMBOL	LEGEND	MATERIAL	COLOR	MANUFACTURER	TYPE
BR-1		BRICK	QT BLACK	HARVARD BRIK-RAIN BLOCK-BY NORTHFIELD AN OLDCASTLE COMPANY (OR APPROVED EQUAL)	4"x8"x16"-SMOOTH FACE & MONOTONE PALLETTE
		MORTAR	SOLOMON COLORS: TBD	BMI OR APPROVED EQUAL	950 TYPE S /W WATER REPELLENT
		CONTROL JOINT SEALANT	COLOR: TBD	DOW CORNING	DOW CORNING 790
		METAL COPING	COLOR: MATTE BLACK	PAC-CLAD PETERSEN	
BR-2		STRUCTURAL BRICK	TRADITIONAL LIMESTONE	CORDOVA STONE-RAIN BLOCK-ARTISAN SERIES-RAIN BLOCK-BY OLDCASTLE (OR APPROVED EQUAL)	8"x8"x24"-SMOOTH FACE POLISHED FINISH
		MORTAR	SOLOMON COLORS: TBD	BMI OR APPROVED EQUAL	950 TYPE S /W WATER REPELLENT
		CONTROL JOINT SEALANT	COLOR: WHITE	DOW CORNING	DOW CORNING 790
ST-1		STONE VENEER	SILVER SHORE SCULPTED ASHLAR	CULTURE STONE	STONE VEER TO BE GROUTED. GROUT TO MATCH STONE VENEER.
		MORTAR	SOLOMON COLORS: TBD	BMI OR APPROVED EQUAL	950 TYPE S /W WATER REPELLENT
		CONTROL JOINT SEALANT	COLOR: MATCH STONE	DOW CORNING	DOW CORNING 790
		WALL SCONCE	TEXTURED ARCHITECTURAL BLACK	LITHONIA LIGHTING	11251BKT30 LED OUTDOOR UP& DOWN LANTERN - BKT 12"H X 5"W X 6 1/2"H MOUNTING HEIGHT: 7'-0" O.C. AFF
		EMERGENCY LIGHT	BLACK	NORA LIGHTING	OUTDOOR SLIM LED EMERGENCY LIGHT WITH PHOTOSENSOR
SF-1		STOREFRONT	BLACK ANODIZED		BLACK ANODIZED STOREFRONT WITH 1" INSULATED GLASS
MTL-1		METAL DOORS AND FRAME	BLACK 2132-10	BENJAMIN MOORE	
C-1		METAL CANOPY	BLACK ANODIZED	SUPERSHADE BY MAPES ARCHITECTURAL CANOPIES OR APPROVED EQUAL	OPEN CANOPIES. SEE ROOF PLAN
G-1		GREEN SCREEN	BLACK	GREENSCREEN	GREEN SCREEN TRELLIS SYSTEM FOR GREENSCREEN.COM



NOTE: COORDINATE FINAL LOCATION OF KNOX BOX WITH FIRE DEPARTMENT

NOTE: SIGNAGE UNDER SEPARATE PERMIT

FINISH LEGEND:

- LIGHT SCONCE, SEE A2.01 AND ELECTRICAL SHEETS
- T = TEMPERED GLAZING
- SPANDREL GLASS
- GREEN SCREEN

GENERAL NOTES:
1. SEE DRAWINGS A4.01, A4.02 AND A4.03, FOR SPECIFICATIONS REGARDING THE EXTERIOR FACADE MATERIALS.
2. ANY PRODUCTS PROPOSED FOR SUBSTITUTION ARE TO BE SELECTED BASED UPON AVAILABILITY AND ARE REQUIRED TO MATCH APPROVED MATERIALS IN COLOR, FINISH AND QUALITY. CONSULT ARCHITECT AND SUBMIT SAMPLES FOR ANY AND ALL SUBSTITUTIONS.
3. SEE WINDOW SCHEDULE FOR NOTE REGARDING TEMPERED GLASS.
4. SUBMIT SAMPLES FOR ALL EXTERIOR MATERIALS AND COLORS.
5. GC TO PROVIDE J BOX FOR ALL SIGNAGE

CITY APPROVAL

CLIENT:
vequity | real estate. redefined.

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PROJECT TEAM:

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architects + planners
ILEKIS ASSOCIATES
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SUITE 1000
CHICAGO, IL 60606

312-419-0009 www.ILEKIS.com
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ALPHONSE A. ILEKIS, AIA
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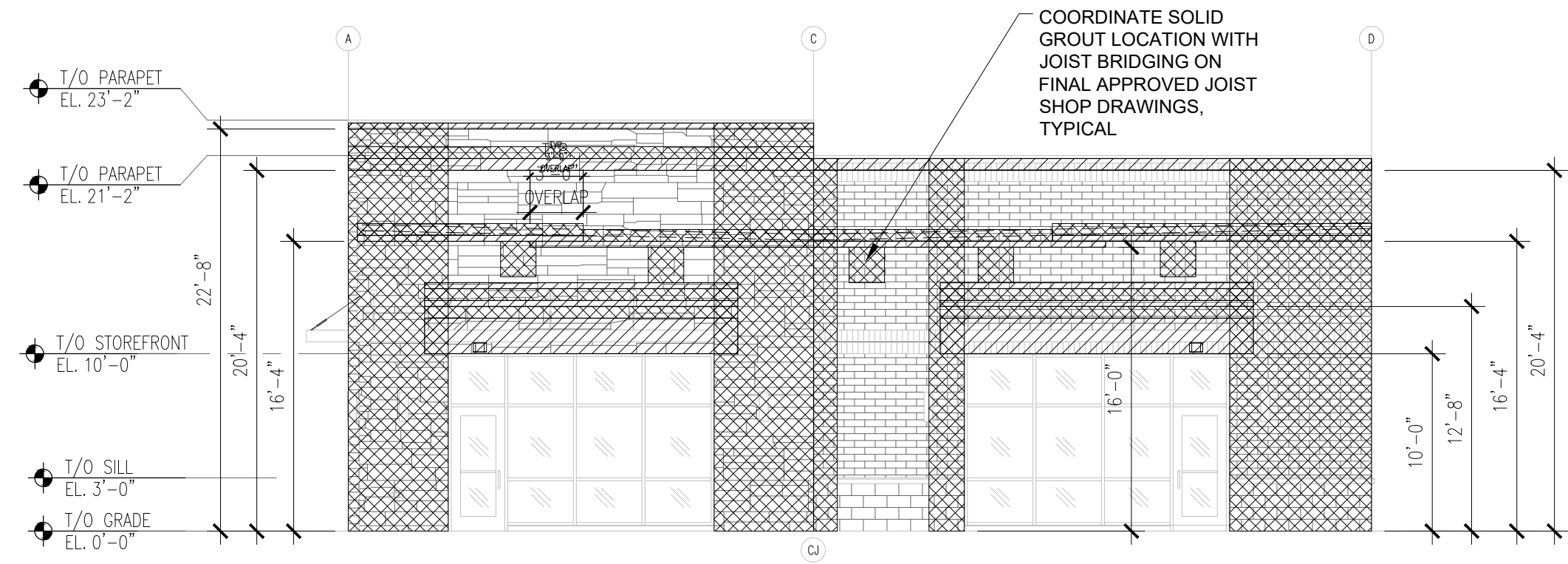
NOTE:

PROJECT # 2014-21
LOT-1 BUILDING
2080 W ORCHARD RD
NORTH AURORA IL 60542

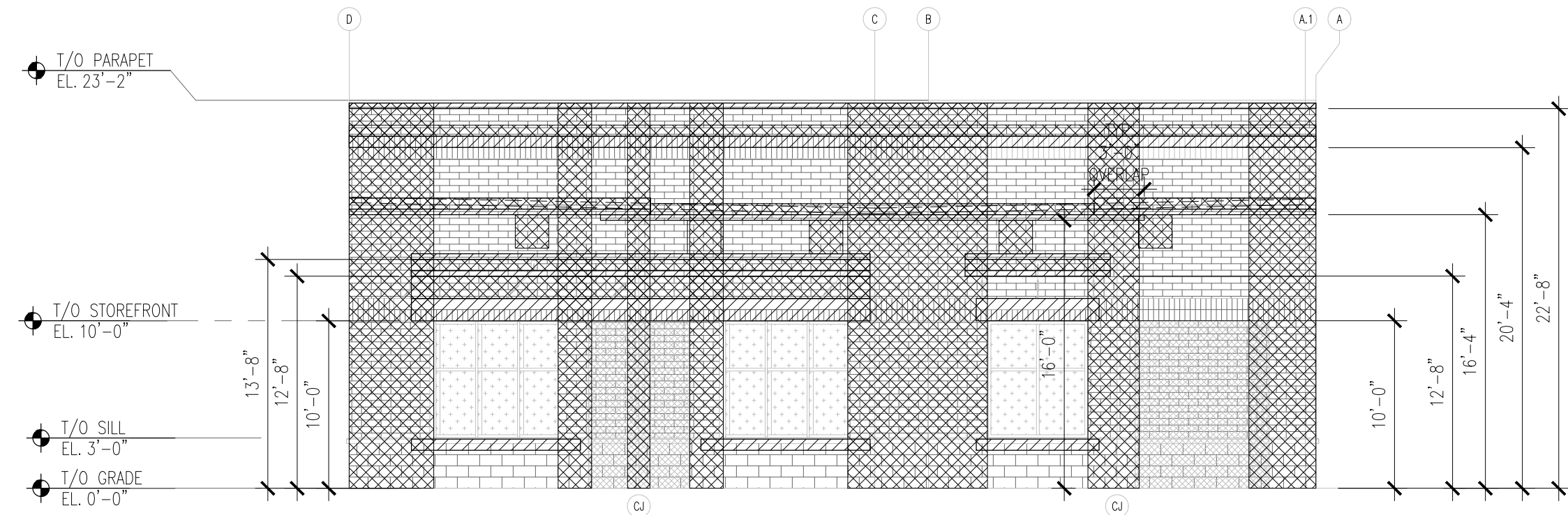
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DATE:	ISSUED FOR:
03/09/22	ISSUED PER FOX METRO
01/03/22	ISSUED FOR PERMIT

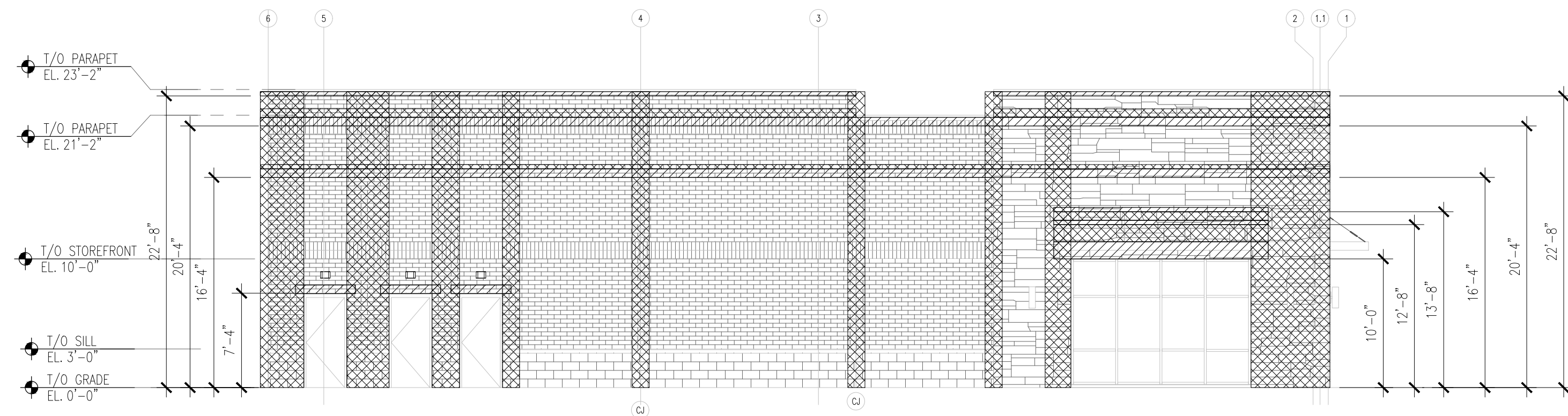
EXTERIOR COLOR
ELEVATIONS
BUILDING-1
A3.01



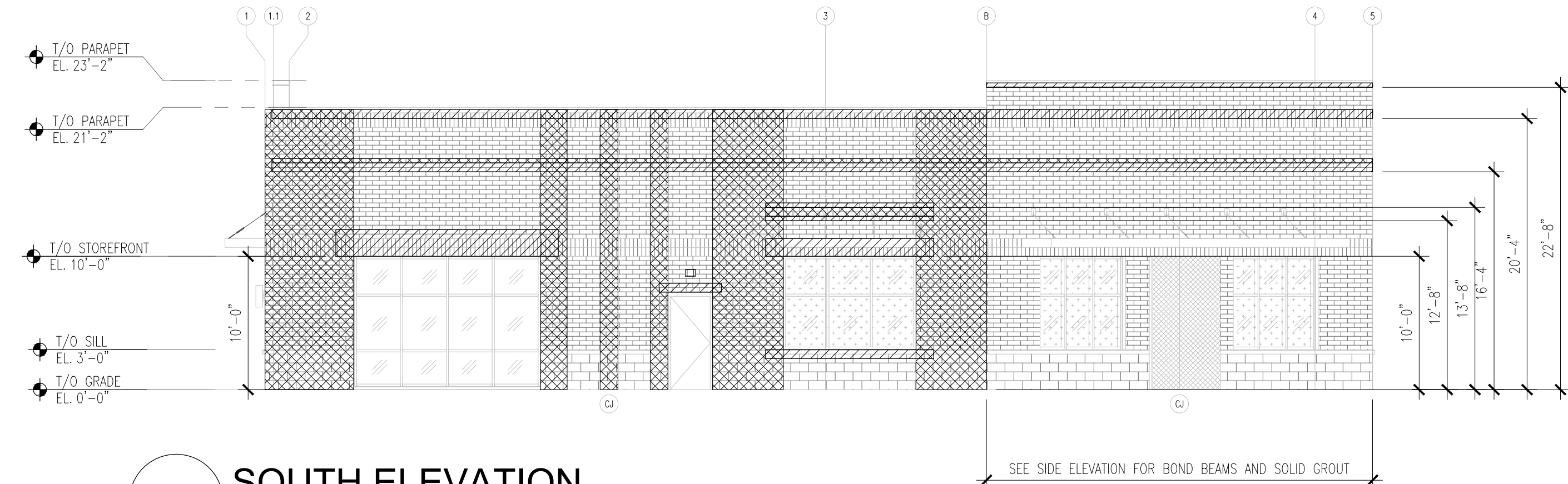
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SCALE: 1/8"=1'-0"



2 EAST ELEVATION
SCALE: 1/8"=1'-0"




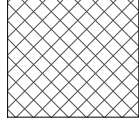
3 NORTH ELEVATION
SCALE: 1/8"=1'-0"



4 SOUTH ELEVATION
SCALE: 1/8"=1'-0"

LEGEND:

 BOND BEAM - REFER TO STRUCTURAL FOR MORE INFORMATION

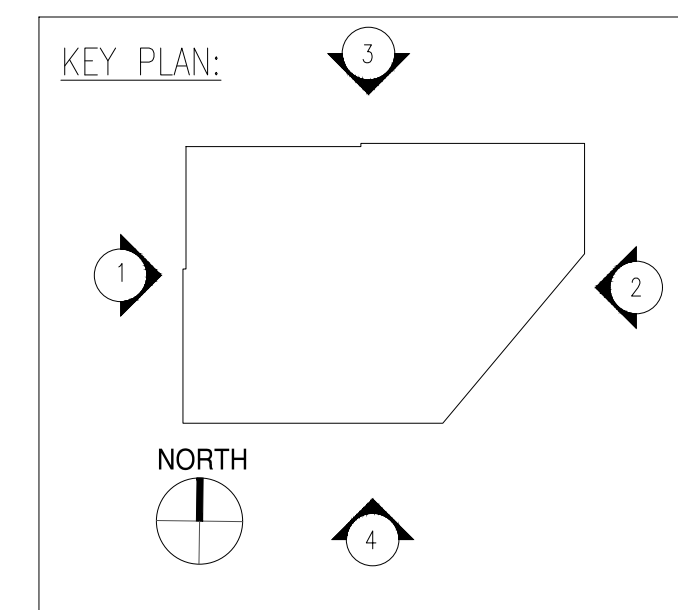
 SOLID GROUT - REFER TO STRUCTURAL FOR MORE INFORMATION

NOTE:
GC TO COORDINATE FINAL LOCATION OF THE BOND BEAM WITH STRUCTURAL DRAWINGS.

GC TO INSTALL BLOCK FLASHING ABOVE ALL BOND BEAMS. REFER TO WALL SECTIONS A4.02 AND A4.03

SOLID GROUT ONE CELL EACH SIDE OF THE MASONRY CONTROL JOINT, TYPICAL AT ALL CONTROL JOINTS.

SOLID GROUT EACH SIDE OF THE OPENING. REFER TO STRUCTURAL.



EXP.
11/30/2022

CITY APPROVAL

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vequity | real estate. redefined.

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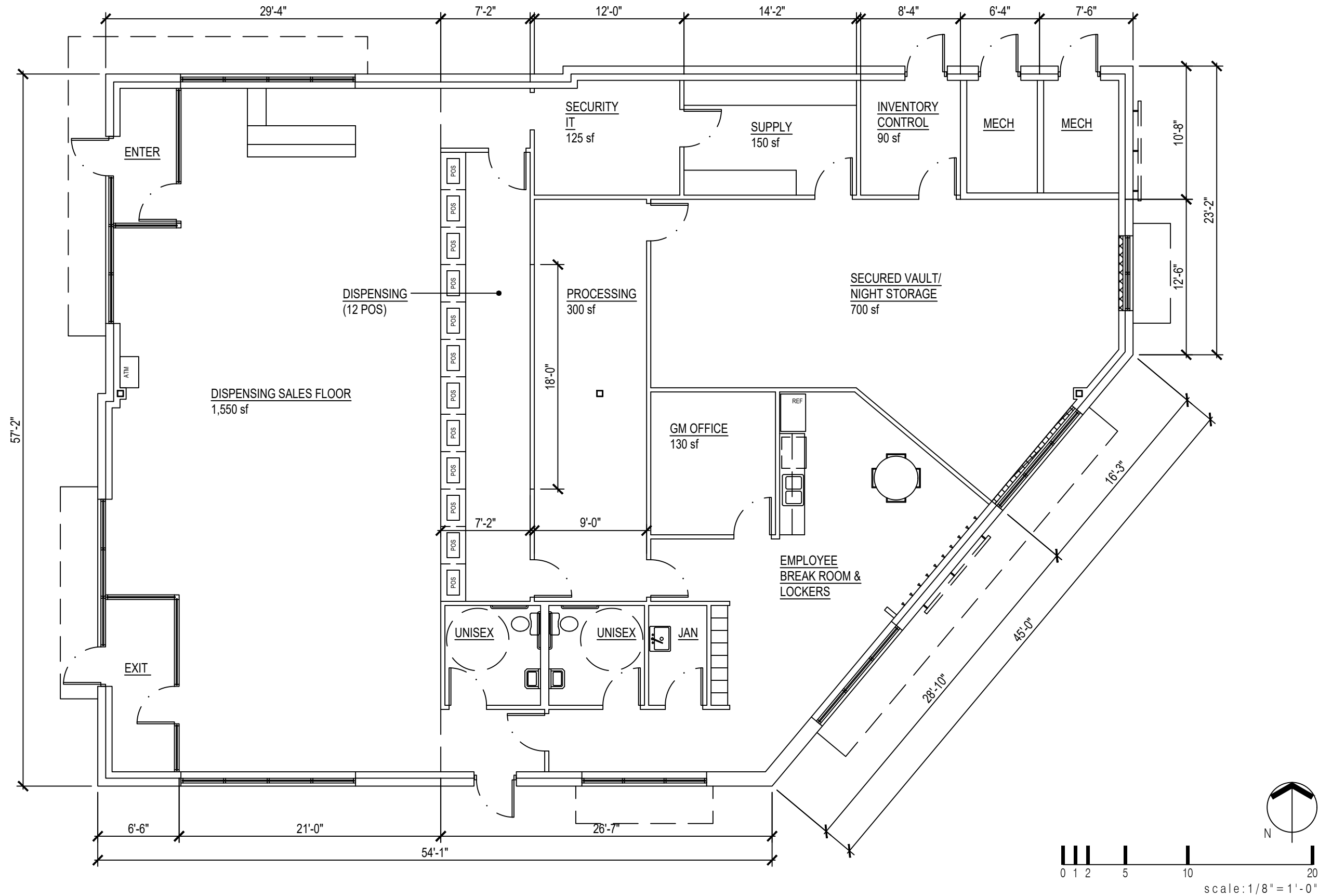
PROJECT # 2014-21
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EXTERIOR
ELEVATIONS BOND
BEAM LOCATIONS

A3.02



NORTH AURORA, ILLINOIS
2080 WEST ORCHARD ROAD
NORTH AURORA, IL 60542

19 may 2022
FLOOR PLAN



**VILLAGE OF NORTH AURORA
PLAN COMMISSION MEETING MINUTES
July 5, 2022**

CALL TO ORDER

Commissioner Tom Lenkart called the meeting to order.

ROLL CALL

In attendance: Commissioners Aaron Anderson, Anna Tuohy, Scott Branson, Richard Newell, Doug Botkin, Tom Lenkart and Mark Bozik.

Not in Attendance: Chairman Mike Brackett and Commissioner Alex Negro

Staff in attendance: Community & Economic Development Director Mike Toth and Planner David Hansen

Also in attendance: Village Attorney Kevin Drendel

APPROVAL OF MINUTES

1. Approval of Plan Commission Minutes dated May 3, 2022

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

PUBLIC HEARING

- 1. Petition #22-04:** The petitioner, Pharmacann, Inc, requests a Special Use to allow an Adult-Use Cannabis Dispensing Organization on the property located at 2080 West Orchard Road in North Aurora, Illinois.

Commissioner Tom Lenkart called the public hearing to order.

Community and Economic Director Mike Toth introduced Petition #22-04. The petitioner is requesting a special use to allow an Adult-Use Cannabis Dispensing Organization at 2080 West Orchard Road in the Orchard Commons Subdivision located at the northwest corner of Oak Street and Orchard Road. Toth shared currently there is no building on the property so the building and site plan is not under question this evening. The building was approved as part of Petition #21-06 in 2021 as part of the PUD amendment for Orchard Commons/Orchard Acres development, which consist of a four lot subdivision. The hearing and meeting tonight is only regarding the special use. Presently, the building's shell permit is in for permit right now with the Village. Toth mentioned tonight is the Plan Commission public hearing where the Plan Commission listens to the presented information, provides feedback and gives a recommendation to the Village Board. Toth clarified there is no final decision tonight, but the Plan Commission will provide a recommendation. The recommendation is then forwarded on to the Village Board for discussion and eventually for final consideration. The Board meetings are not publicly advertised with signage or adjacent property

owner letters as a public hearing is. Toth noted the Village Board meets on the first and third Monday of each month and the Board packets are typically posted on the Village website the Friday before the meeting.

The petitioner, Brandon Nemec (Government and Regulatory Affairs Director of Pharmacann Inc) presented Verilife's special use relocation application. Talar Berberian, with the law offices of Thompson/Coburn out of Chicago, introduced Brandon Nemec and represents Pharmacann. Also in attendance from Pharmacann included Monte Spiers, Senior Transaction Manager, and Pete Courlas, Project Manager. Berberian mentioned all four are available to answer any questions anyone may have.

Brandon Nemec shared Pharmacann is the parent company to Verilife. Verilife is currently operating at 161 S. Lincolnway in North Aurora and is a medical and adult-use recreational cannabis dispensary. Nemec mentioned Pharmacann is here tonight to present a special use relocation request for the existing dispensary to move to 2080 W. Orchard Rd. Nemec's presentation included detailing the history of Verilife's dispensary in North Aurora, the proposed relocation of the new dispensary's site plan and floor plan details, the purpose of relocating to a larger site, how the new site would include a redesigned floor space to improve patient customer flow and improve efficiencies to avoid bottlenecks that are currently taking place at the current site, any state laws Pharmacann operations are subject to, and Verilife's security plan.

Nemec shared in 2015, Verilife received one of the first Illinois State licenses to serve medical cannabis to patients through the Compassionate Use program. In 2015, the Village approved Verilife's medical cannabis dispensary use, which is located at 161 S. Lincolnway Suite 302 on the second floor. In June of 2019, the State of Illinois passed the adult-use cannabis law called the Cannabis Regulation and Tax Act. Prior to sales commencing for adult-use, the Village approved the colocation dispensary sales use at the 161 S. Lincolnway site, which allowed the dispensary to serve the existing medical patient base as well as new recreational adult-users 21 and over. In January of 2020, adult-use sales commenced at the site. In 2021, the State law changed and now allows dispensary's to relocate. When adult-use sales commenced Verilife started to serve a much broader consumer base. Verilife will continue to serve medical patients and by law are required to do so and prioritize medical patients. Nemec said medical patients are the core reason why the company was founded. Currently, the dispensary has four point of sales (POS) terminals, which is the same number of POS terminals originally setup for medical sales when the site opened in 2015.

Nemec added Verilife's current location has a bottleneck, which creates congestion for the identification, verification and security checks at the entryway. This entryway is where Verilife verifies if the consumer has a medical patient card or is of age, if an adult recreational user. Verilife also verifies identity again at the point of sale. Verilife has conducted hundreds of thousands transactions over the past couple of years. Nemec said the redesign they are proposing to the Plan Commission today will allow everyone to spread out, which was difficult to do at our current site during the pandemic. As part of the redesign Verilife is proposing twelve (12) POS terminals for a much faster customer throughput, which would increase efficiencies and flow for customers and patients both entering the site and the building.

Nemec mentioned the proposed location has been submitted to the State upon passage of the new state law in 2021. The proposed site would be a new build out at 2080 W. Orchard Rd, which

would be a one floor build out, single tenant floor retail space, surrounded by other commercial developments at the Northwest Corner of Oak St and Orchard Rd. The site is readily accessible off of Oak St. and Madison St, which would allow patients and customers to enter the facility and park. The site plan includes 24 dedicated parking spaces. Verilife's current location is under 2,000 square feet, but the new proposed build out would be 4,250 square feet. The new site would have a sales floor of approximately 1,550 square feet with 12 POS terminals. Verilife's hours of operation would be 8am to 9pm Sunday through Saturday and 9am to 9pm on Sunday, which are the same hours as the current site. 8am to 9am Monday through Saturday are reserved for medical patients only and allows for inventory to be prioritized for medical patients and time for consolation to better aid treatment. Currently this Verilife location provides 25 full time living wage jobs. The new larger site would increase the employee base by approximately five employees for a total of 30 full time employees. The proposed site plan would also include reserved medical parking spaces, which is currently implemented at the current site. The proposed site would have 24 dedicated parking spaces compared to the current site of a shared parking lot with multiple businesses. Nemec explained the site plan and floor plan layout which included a security checkpoint within the first five to seven feet into the building and a restricted access area for employees. The proposed site will have a restricted access entry area for deliveries to be dropped off directly into a secured vault area. Nemec showed internal and external renderings from other Verilife Illinois dispensaries (Rosemont and Galena), which he said included benign medically focused signage. Nemec said Verilife signage only shows their name and logo and doesn't use flashy signage, try to cater towards children or use provocative marketing in any way.

Nemec said security cameras are utilized and monitored 24 hours a day, 7 days a week by a third party security and remote access is provided to state regulators and state police at any time. Nemec also mentioned exterior lighting is located around the entire facility to deter and detect any bad actors should they show up to the facility. Nemec added customer service and patient care representatives will meet anyone to help facilitate orders, help educate customers on dosage, product types, and provide substance abuse information. Nemec shared building elevations and explained all glass must be tinted, screened and shatterproof and the inside can't be seen from the outside due to state law. Nemec also shared the security requirements Verilife follows, which he said meets and exceeds the terms required by State law. Nemec shared other security info, which includes 24 hour security, how every square inch is covered, and the entire external perimeter of the building as well as the parking lot is covered and monitored 24/7/365. Data retention is kept for 90 days and will coordinate with local law enforcement if there is a need. Nemec also said cameras can see license plates and faces up to 100-150 feet away and emergency buttons are located throughout the facility. Nemec said Verilife utilizes Metro One, a security company, for onsite/perimeter security and will continue to work with local law enforcement to establish a relationship. Nemec explained the inventory process, how the delivery schedule is randomized, how delivery vehicles are unmarked, and how the inventory is placed directly in a secured vault. Nemec mentioned there is a preorder option, which requires ID verification during pickup. Berberian said the store hours mentioned in the staff report appear to be incorrect. The hours of operation are 8am to 9pm Monday through Saturday and 9am to 9pm on Sunday's.

David Hansen shared in 2019, when zoning text amendments for various cannabis uses and definitions went before the Plan Commission and Village Board, five use standards for adult-use cannabis were also discussed and adopted. The five use standards for adult-use cannabis include: dispensaries must comply with the State of Illinois Cannabis Regulation and Tax Act and any

amendments to the act, a maximum of two (2) adult-use cannabis dispensing organizations are allowed to be located in the Village of North Aurora, Adult-Use Cannabis Dispensing Organizations shall be located a minimum of one thousand (1,000) feet from the property line of any school grounds, public playground, public recreation center, child care center, public park, public library, or game arcade to which admission is not restricted to persons twenty-one (21) years of age or older located in the Village of North Aurora, on-site consumption of cannabis shall be prohibited, Adult-Use Cannabis Dispensing Organizations shall be located a minimum of one thousand five hundred (1,500) feet from the property line of any pre-existing Adult-Use Cannabis Dispensing Organization located in the Village of North Aurora.

Hansen said upon review of Verilife's special use application, Pharmacann meets all five adult-use cannabis use standards outlined in the zoning ordinance, which were mentioned above. Hansen also said a cannabis dispensing organization is only allowed one license at a time and would need to move with that license to the new facility and close the existing site to satisfy the licenses requirement per State law. Toth shared that in 2019 when the Plan Commission was discussing the topic of cannabis, there was discussion about allowing an Adult-Use Cannabis Dispensing Organization as a permitted use with use standards or a special use with use standards. The zoning text amendment was ultimately adopted as a special use with use standards. Toth said regardless if the use was a permitted or special use, the use standards would still apply since they would be the standards for this particular use.

Commissioner Lenkart asked if the Plan Commission had any questions for the petitioner. Commissioner Mark Bozik asked what the ratio of medical vs recreational consumers is for the existing facility. Nemec said about 1/3rd of sales go towards medical patients currently. Commissioner Scott Branson asked how much tax revenue the dispensary brings in annually for the Village and if there was any police activity since the site opened. Nemec mentioned since Verilife is the only dispensary in the Village, giving exact tax revenues would disclose our annual revenue since it's an exact 3% based off the tax the Village receives so the information is deemed confidential. Nemec did say the sales are very strong and the projected tax revenues are approximately between \$300,000 and \$500,000 annually that come back to the Village. Nemec said with the current dispensary at 2,000 square feet and the proposed one just over 4,000 square feet, it would be difficult to find another location that brings in that type of tax revenue on an annual basis at that small of a footprint. Nemec mentioned there is a substantial State tax applied to adult-use sales and not medical sales that runs about 40% and dispensaries throughout the State, last year alone, brought in upwards of \$380 million and a portion of that is disbursed back to local government units. Nemec also said, to the best of our knowledge, there has been no police calls, but will check on that and get back to staff as soon as possible. Commissioner Branson asked if there was any security guards on site during the operational hours. Nemec said on-site security shows up a half an hour before store opening and will stay until the dispensary closes and cameras will monitor the site after hours.

Commissioner Anna Tuohy asked what Pharmacann's consumer demographic typically is and why this location would better serve that demographic. Nemec said a 1/3rd of our sales would be for the medical demographic and the remaining demographic would be all age ranges over 21, which would include the remaining 2/3rd of sales. Nemec mentioned there is no pinpoint demographic Verilife serves since it ranges from people in their 20's all the way into their 70's. Nemec said the location would be more accessible to consumers, not just by thoroughfare and a separate parking

not shared by other tenants, but also having a readily accessible location that is conveniently located next to other commercial retail and everyday shopping throughout the Village.

Commissioner Lenkart asked how many of the 24 parking spaces on the site plan would be used by employees during regular business hours. Nemec said there will be seven employees on-site on an average day and if there is a holiday (Christmas, 4/20 cannabis holiday, etc.) up to nine employees may be on site which leaves 15 parking spaces for customers and patients. Nemec believes that is an ample amount of parking for the customer and patient base since there should be a faster throughput with the new store redesign. Commissioner Lenkart mentioned that the first few months Verilife was open for recreational sales there was a lot of traffic control problems. Commissioner Lenkart asked if this will be a larger facility with 24 parking spaces, is there going to be a parking issue again and is there security going to be outside again to ensure people are moving in and out quickly and not parking in adjacent business lots or on the road. Toth added in January of 2020 when recreational sales began it was a chaotic, but this dispensary was one of the first dispensaries to open in the area and has since quieted down. Toth added at the current site at 161 S. Lincolnway there is a lot of parking, but there are multiple businesses including the VA center which uses a bulk of the parking behind the building adjacent to the river. According to the police, we haven't really had any incidents that staff is aware of. Commissioner Lenkart asked who controlled the traffic light frequency for the intersection at Orchard Rd and Oak St. Toth said the County would control it since they own Orchard Rd. Commissioner Lenkart was concerned of a backup due to all the developments that are currently being built in that area. Toth said each property pays a traffic impact fee to the County based on the use of the property, which can be relooked at in the future should it become an issue. Toth also said there are 24 parking spaces on the site and that the Village zoning code only requires 17 parking spaces due to it being a retail establishment, which by code requires 4 spaces per 1,000 square feet.

Jason Lloyd (2157 Bartram Rd. in Tanner Trails Subdivision)

Lloyd mentioned he appreciates what Pharmacann is trying to do, but has mixed feelings on the relocation and does not use their product. Lloyd said he is a 14-year army veteran who is disabled and goes to the Aurora VA clinic, which shares the current building at 161 S. Lincolnway with Verilife. Verilife has had an impact with access for veterans going to their appointments and parking is limited due to the dispensary. Lloyd mentioned the 17 parking spaces for the new site would be less than what is at their current site, which still has traffic issues. Lloyd is in favor in the relocation since the dispensary is a nuisance to the veteran community; however, their proposed area is in a family-friendly area and 30% of Tanner Trails have children and minors living in it. Lloyd said families were happy about Starbucks and Taco Bell going in near that location, but are now concerned Verilife will have a negative impact to that area and are terrified of the cannabis use proposing to go into the site. Lloyd mentioned he has 22 years' experience as a deputy and is still currently serving. Lloyd is concerned this use will bring crime to the area and feel the users of the product bring a threat to the peacefulness of the area. Lloyd mentioned his children walk from Tanner Trails across Deerpath through that property to get to Woodman's and McDonald's. Lloyd was concerned about the increase in traffic for the use and how it will disperse cars down Deerpath Rd and into subdivision, which will be used as a cut through. Lloyd mentioned a traffic light would need to be required at Tanner and Deerpath or vehicle and pedestrian accidents will occur because the use creates a traffic issue for the future. Lloyd is concerned the increase in floor space will lead to more traffic, parking and police issues. Lloyd mentioned many police-related issues in the Village would not happen if the dispensary did not draw the demographic into the

area and is afraid the same would happen at the new proposed location. Lloyd said he thinks the attraction is a nuisance to his subdivision. Lloyd said the reason security is that high is because the use has a history of violent crime happening at these facilities and is a key reason it is required by state law. Lloyd cited a quote from a previous review (source and location unnamed), that suggests crime tends to increase in areas of medical and recreational dispensaries by 26% to 1,452% than compared to subdivisions with no commercial marijuana activity. Lloyd is concerned the location is one street away from his neighborhood. Lloyd said Tanner Trails has a total population of 18,363 people. Lloyd said the location is prime for something good for our community and is not Verilife's only option. Lloyd said the location they are proposing is the subdivisions only route to get to the places they want to get too safely and would like to do it without traffic and attracting criminals to the area, not saying all clients are criminals, but that is why security is needed because of the crime. Lloyd said there are 2,178 homes in Tanner Trails that have children and many will be going to Taco Bell, but next door there will be armed guards protecting the dispensary. Lloyd said the use would be a detriment to the area and it's located practically in my neighborhood and will tarnish the area regardless what stores are next to it and is not a benefit to the community.

Lloyd continued and said the only serves a spotted amount of people around the community and the new location will bring everyone to that spot. Lloyd added a park isn't the only impact zone in the buffer map, but any residential neighborhood is too and the code should be redefined to say any residentially populated area is an impact zone. Lloyd mentioned a drug deal that went bad in the Woodman's parking lot and is concerned drugs will spill over into the surrounding neighborhoods with this use. The current dispensary location is not near a residential area. They need to move from their current location, but this site is not the place. Lloyd was concerned the 17 spots for parking are not enough since the current site takes up the entire VA parking lot. Lloyd said the 4/20 holiday is the criminal code for cannabis and made a national joking holiday because it's the criminal code and that's when people went out and got it and did it in defiance of law and order. Lloyd was unhappy that a professional person even mentioned what 4/20 is and said his kids know it in elementary school because it's such a joke. Lloyd said the use will still be a nuisance on a larger property and the current site has an armed person on the sidewalk letting people pass and walk in while traffic is backed up on Route 31. Lloyd shared data from the Chicago Police Department, which shows that there are 19 licensed dispensaries and a combined 13 of them had attempted burglaries since recreational cannabis sales opened in 2020 and I don't want that in my neighborhood. Lloyd also quoted the Journal of Studies for Alcohol and Drugs, which states dispensaries can be at risk for property crimes, such as burglary, and employees of dispensaries can be at risk for violent crimes such as robbery and assault. Lloyd said why are we putting a target in my neighborhood? Lloyd requested to have the Village grant Verilife's request to move from their current location due to being a nuisance to the VA, but also deny the proposed location Verilife is seeking since it is a threat to my family and neighborhood and the tax revenue is not worth it.

Village Attorney Kevin Drendel clarified the issue before us is a zoning issue and the Village does not have the authority to approve their relocation, that's a state issue, all we have in front of us is to entertain the application based on the zoning standards the Village has and we need to focus on those standards. Lloyd said the standards for an impact zone needs to be adjusted since his personal residence will be impacted by this.

Wes Jaros (2863 Leonard Ln. in Tanner Trails Subdivision)

Jaros said he is a newer resident that moved into the Village about two years ago and would be considered part of the grandparent demographic. Jaros said Tanner Trails is mainly a family residential area and we are one of the fewer empty nesters who live there. I have no children here that would be affected and am here as a concerned resident and want what is best for all children in town. Tanner Trails is the closest subdivision located to this site. Jaros said he can appreciate the remedy cannabis might have as a cure to anything that ails an individual, but has always been opposed to legalizing it for recreational use. Jaros mentioned state by state has been capitulating legalizing cannabis mainly due to the money and said think of the impact of marijuana on individuals. Jaros shared data (no source mentioned), that 30% of people become addicted to the product, and marijuana has 50% more benzaprine and 75% more benzathine than cigarette smoke, which is nasty stuff for people to put in their bodies. Why does the Plan Commission want to forward their recommendation to the Board that would make this product more accessible and the location more visible to the young people in our community? Jaros said this should be in an area that is commercially zoned and people passing by cannot see it unless they are looking for it. A high visible site is no place for a product that only 20 years ago, no one thought of legalizing marijuana in this country. Jaros said cannabis sales appear to be between \$300,000 to \$500,000 and was wondering if that number has been verified. Jaros provided articles about funding for cannabis sales and said that a majority of revenue goes down to Springfield and only 6 to 8% go into the local government distributive fund. Jaros said traffic flow area is a concern since there are two left turn lanes on Orchard Rd, which can only turn on green arrows even though there is a lot of site line visibility. Jaros was concerned that the toll road at Orchard Rd is in close in proximity to the dispensary proposed site and will increase traffic in the area and will make the area more congested especially turning right onto Deerpath. Jaros asked to verify the tax revenue coming to the Village since the dispensary revenue has none going to public schools although that's the number one ticket item on our tax bills. Jaros asked why the Commission would recommend to vote yes when this use can adversely affect the youth in our community.

Malora Carson (3039 Elleby Ct. in Lake Run Estates Subdivision)

Carson mentioned that she felt the proposal/notification was posted very late, in very small print, and added she didn't know this hearing was going to be today until last week and why was it chosen to have the hearing on a holiday weekend. Carson said this gave me no time to rally my neighbors or anyone in Tanner Trails to be here tonight. Carson said this area is the primary residential area filled with children of all ages and is hugely impactful. Carson said she understands this company has been part of the community for a few years, but this is not the location. Carson said although a security plan is in place their location needs to be closer to the Police Station. Carson added if Verilife wants more traffic, they are right off I-88 in their current location with an industrial area right by it, out of site and not impacting families. Carson said traffic is already bad in this area and turning right onto Deerpath from Oak St is already tough and people get cut off. Carson mentioned that part of the land, on the corner, should be family friendly for all ages and not just a spot for ages 21 and over because it sends the wrong message. Carson said I understand marijuana has been voted on and is legal, even though I don't believe of the benefits of a recreational usage, but this is the wrong location in this community for it. I don't think Verilife will lose any clients if it is tucked away since medical clients need it and will find it and recreational users will seek it out as well regardless where it is located.

Rich Szaflik (2224 Schrader Ln. in Tanner Trails Subdivision)

Szaflik shared his concern regarding the increase in employees and customer base and if the parking they are proposing is enough. Szaflik said medical was highlighted in their presentation, but only 1/3rd of the customer base is medical and this is more for a recreational move than from a medical standpoint. Szaflik also asked staff to look into their revenues to ensure the Village is receiving the maximum amount of tax dollars for this use.

Toth mentioned the property is zoned commercial and located in the B-2 General Business District. Nemec said Pharmacann appreciates the feedback provided and wanted to say we are not claiming there won't be traffic associated with the site and are up here for the purpose of moving to a new location to mitigate against the problems we are currently experiencing, which are congestion and bottlenecks in service. He anticipates the new location will have a better access and thoroughfare to our customers and patients. Nemec said they understand there are members of the community who will not come to the site and who do not use cannabis recreationally or believe in its medical benefits. Nemec added the State has voted on and decided recreational cannabis is legal in Illinois and the Village has already approved the use at our other site for recreational cannabis. In regards to the ancillary impact concerns to the surrounding community, our site has been highly secured and monitored by third-party security, internal security and on-site security since its inception. Nemec said the security is not a new practice or something the state mandated based on any crime problems. Verilife has been monitoring our employees as well to ensure there is no bad behavior. To our knowledge there has been no nuisance on or around our property since its inception seven years ago as medical and in 2020 when it became a collocate site.

Nemec said there are longitudinal studies from jurisdictions (no source provided) that have had adult-use recreational cannabis sales for a much longer period of time that shows there is a positive benefit to the surrounding crime in the community from legal, regulated and highly secured sales that mitigate against any of the examples brought out. Nemec added that one of the residents mentioned the illegal drug deal that took place and this is exactly what a safe and regulated cannabis market is designed to prevent against. Nemec also added positive foot traffic and highly secured facilities mitigate against crime on and around the facility and property values in the surrounding areas do go up when there are cannabis dispensaries located in the community. Nemec said in regards to the question about tax revenue, the prominent tax revenue will fall between the \$300,000 to \$500,000 range. Nemec also said this revenue is generated from a special adult use tax created by the State, in which the Village adopted at the inception of the adult use and takes 3% of adult use revenues directly into the Village coffers for reinvestment into the community. Toth mentioned he spoke with the Finance Director and can't give out exact numbers, but the range is accurate between \$300,000 to \$500,000 based on the Village's 1.5% sales tax and the additional 3% sales tax on adult-use cannabis the Village adopted in 2020.

Commissioner Richard Newell asked if there is room for expanded parking for the site since it appear that is one of the primary concerns. Nemec said they will use the maximize parking spaces on site and no plans for expanded parking. Nemec mentioned he checked with the District Manager and the only time that police was called to our facility, at 161 S. Lincolnway, was to assist with a customer that needed emergency response since he felt faint and needed police assistance.

Commissioner Tom Lenkart closed the public hearing.

Commissioner Lenkart thanked the audience for their comments and concerns. Commissioner Lenkart mentioned the Village only has a limited authority and cannot discuss if we are for or against cannabis since that was already decided by the State. Commissioner Lenkart added the facility is located in a proper business district and question becomes if the special use meets the special use standards according to Village code. Commissioner's vote in favor or against the use and are not the final decision makers. The Plan Commission is an advisory board that listens to petition first, looks at the petition through our zoning code and passes our comments onto the Village Board. We understand traffic issues can arise and we can share that concern with the Village Board, but they get to make the final decision. Lloyd asked if the community has the opportunity to rebuttal like the petitioner did. Commissioner Lenkart mentioned although public hearing was closed, the lady in the crowd could ask her question.

Sandra Pendzinski (942 Wilkinson Lane in Orchard Estates Subdivision)

Pendzinski shared she has lived in North Aurora for 22 years, has three children of all ages and her biggest concern was the dispensary will be located next to the other uses, Taco Bell and Starbucks, where children will riding their bikes to. Pendzinski said she was fine with Verilife moving, but feels this is the wrong location. Pendzinski had a concern about people at the other location loitering and standing around in the area waiting for transportation, people, and perhaps money since she has noticed that when she goes to the bike store nearby. Pendzinski also was concerned about the violence and safety in that area and the mentioned the armed robbery in Dixon that ended up getting off at Orchard Rd and went into her subdivision. The site altogether will be adding traffic to the community and believe this should be a family restaurant or something family friendly. Pendzinski said her family has been proud members of the community since 2000 and would like to uphold the aesthetics of the community.

Village Attorney Drendel said the audience should be given the opportunity to rebuttal, but should be focused on what was being said in response and be limited to new information. Jason Lloyd mentioned from a financial impact, Verilife already has the finances and don't need to move to the new proposed location. Lloyd said security was brought up again and they keep saying how amazing it is. Any establishment that requires that level of security does not belong at a location directly outside a residential area. Lloyd mentioned although this is a commercial zone and we are looking at the special use permit, I think it should be put it in another location, not an area where my kids are welcome to go to and an area that is family friendly. Lloyd continued this is not a family friendly use and will be a nuisance to the businesses already there or going in and anything with this level of security should raise concern. Commissioner Lenkart mentioned to please keep comments to the petitioner's rebuttal. Berberian mentioned security was not put in place for any criminal activity and simply gave in depth details since it was a concern mentioned by multiple audience speakers. Lloyd mentioned every time he hears a block party is going to have security it always ends up being a problem. Lloyd said that level of surveillance and security shouldn't be bragged about and this use will kill any businesses looking to go in that area since we won't go and we will be trapped due to the traffic congestion it will cause in that area.

Jaro's added even though it's zoned commercial, the Plan Commission role is to plan functionally for North Aurora. A cannabis dispensary doesn't fit into this area with multiple restaurants and a grocery store in such close proximity. There are other locations in the Village that are more viable. The northbound Orchard Rd left two lanes are going to be filled with people going to the

dispensary and I ask everyone to visit that area if you haven't already to see how the traffic at that intersection currently operates.

NEW BUSINESS

1. **Petition #22-04:** The petitioner, Pharmacann, Inc, requests a Special Use to allow an Adult-Use Cannabis Dispensing Organization on the property located at 2080 West Orchard Road in North Aurora, Illinois.

Commissioner Doug Botkin mentioned he has spoken extensively with a few police officers in the community as well as the two former police chiefs and there has been no indications of criminal issues. Commissioner Botkin said he is an engineer and I have not seen any data that this is causing a criminal problem. Commissioner Botkin added I respect the opinions expressed here tonight and understand the issues, but I am inclined to proceed forward. Commissioner Mark Bozik mentioned tonight is the first part of the process, which looks at the Village's zoning code to see if the use meets the standards and ordinances that are in place. The Village Board makes the final determination if a dispensary should be located there.

Commissioner Richard Newell had no additional comments. Commissioner Scott Branson mentioned the Village can only do so much and asks the petitioner to exhaust all other potential locations and take a look at them since this location doesn't make much sense. Commissioner Branson shared his sons are both medical customers who don't have seizures anymore and said he believes in their product. Commissioner Branson added however there are better locations in the Village for this business than what is being proposed.

Commissioner Aaron Andersen thanked the residents for coming out and for the nice presentation by the petitioner. Commissioner Andersen mentioned he has been on the Plan Commission for years and voted in favor for creating the zoning to allow for the medical dispensary and expanding the site to include adult use recreational space as well. Commissioner Andersen added I understand you are a business in our community and the Village has this process as a special use to consider your request in relation to what else is happening in the area in real-time. The fact of the matter is we have had recent developments in this general geographic area that is much more driven towards all residents and age groups in the Village. I live a mile from here, I am not worried about an increase in crime and have been to your dispensary on Route 31. I have five kids and counsel them on alcohol and drugs as a parent should. Commissioner Andersen said with more residential development coming to the north I don't think this is the right spot and will vote no.

Commissioner Anna Tuohy mentioned traffic is absolutely a concern here especially the northbound lane on Orchard Rd turning west onto Oak St. Commissioner Tuohy also said as part of the comprehensive plan pedestrian mobility is mentioned and I don't see this business use helping with that. Commissioner Tuohy added that the buffer map indicates there are other location options in the Village and I will not be in favor of this.

Village Attorney Drendel mentioned the standards for a Special Use are part of the application and the vote to approve or not approve should be made in regards to those standards. Toth mentioned there are specific use standards for Adult-Use Cannabis as well as the general special use standards.

Toth added the Plan Commission should be looking at it through the standards for a special use that are part of the application and there are eleven (11) of them. Village Attorney Drendel mentioned there are no one standard that is controlling and the Plan Commission can weigh them all to see if they meet or do not meet the standards. Village Attorney Drendel added not all standards need to be voted on, but calling out the standards that are not unanimously agreed upon would be helpful for making a motion to vote for or against.

Commissioner Tuohy read the eleven special use standards out loud, which included: 1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located. 2. The proposed special use is deemed necessary for the public convenience at that location. 3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community. 4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations. 5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity. 6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located. 7. The proposed special use is compatible with development on adjacent or neighboring property. 8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site. 9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance. 10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities. 11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

Motion for approval of a special use to allow an Adult-Use Cannabis Dispensing Organization was made by Commissioner Botkin and seconded by Commissioner Anderson. Vote: Tuohy – No, Anderson – No, Lenkart – Yes, Branson – No, Newell – No. Bozik – Yes, Botkin – Yes. Motion failed 4-3.

The Plan Commission members who voted no on the special use cited the following Standards for Special Use not being met:

2. *The proposed special use is deemed necessary for the public convenience at that location.*
6. *The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.*
8. *The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.*

Commissioner Lenkart mentioned the next step includes the petition being presented to the Village Board. The Village's website will have the meeting dates and agendas. The Trustees will have the Plan Commission's recommendation vote and comments to review. The petitioner, staff and audience will all have the opportunity to speak at the meeting. The Village Board has the final say on this matter. Village Attorney Drendel added people submit applications for zoning approval to the Village. The Village does not choose the applications that come in front of it. The Village

simply receives those applications, processes them, which includes the Plan Commission conducting a hearing to allow for an opportunity for the audience to address the subject and allow the Plan Commission to make a recommendation to the Village Board. The Board will not have another hearing, but there will be other opportunities to speak, which includes audience comments on the agenda. Village Attorney Drendel added an item will usually go to two meetings in which the Village Board is present; the Committee of the Whole for discussion, and another Village Board meeting for a final consideration with a vote.

OLD BUSINESS – None

PLAN COMMISSIONER COMMENTS AND PROJECT UPDATES

Toth provided an update on Petition 22-03 (Sullivan Road/Smoke Tree Plaza Industrial Development). Toth mentioned the petition was received favorably by the Village Board at a Committee of the Whole meeting, but has not gone to final consideration yet. The Sullivan Road entrance is still being discussed by the developer and the City of Aurora.

Toth also mentioned that the Dairy Barn, which currently has a location in Oswego, is currently planning to develop a restaurant in Randall Highlands by The Turf Room.

ADJOURNMENT

Motion to adjourn made by Commissioner Bozik and seconded by Commissioner Tuohy. All in favor. **Motion approved.**

Respectfully Submitted,

Jessica Watkins
Village Clerk



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

July 20, 2022

Re: Relocation of Verilife Cannabis Dispensary to 2080 W. Orchard; Special-Use Permit Application

Director Toth,

I write on behalf of PharmaCann, Inc. to provide supplemental information in support of our application for a special-use permit authorizing the relocation of our existing operation to a more suitable retail location at 2080 W. Orchard Road in North Aurora.

From the first days of our operation in North Aurora, there have always been limitations in site layout and design with our current dispensary property at the medical office space at 161 S. Lincolnway. As such, we believe that a relocation to an appropriate commercial retail area in the near term is not only warranted, but a necessity. Simply, the current site design and store layout does not serve the best interests of our patients and consumers, our business, or the Village.

We will always remain mindful of concerns that certain North Aurora residents may have about the presence of legal cannabis sales within the Village, particularly those who are unaware about the substantial steps that we have taken every day since we opened our doors in 2015 to maintain secure operations, prevent access to non-patient minors, and support revenues and resources for local community endeavors. We view this as an opportunity to not only address community concerns with objective data points and demonstrated experience, but also to educate the greater community about our safe business practices and the regulated cannabis market as a whole.

After seven years of safe operations in North Aurora, we are grateful for the ongoing and transparent communication that we have with the Village. Please do not hesitate to contact us with any further questions as you consider our application for a special use permit to relocate at 2080 W. Orchard Road in North Aurora.

Best regards,

Brandon Nemec
Government and Regulatory Affairs Associate
PharmaCann Inc.

I. Impacts on Nearby Residential Properties

As you know, Verilife began operating in North Aurora at the inception of the Illinois medical cannabis program in 2015. At that time, the Village took a chance and granted Verilife permission to begin serving medical patients at our current 161 S. Lincolnway location. In 2019, the Village enacted its adult-use ordinance and granted Verilife permission to also begin serving adult-use customers age 21 and over at our site. Though we worked to address traffic and congestion issues in the first few weeks of January 2020 following the launch of adult-use sales, to date our dispensary operations have not negatively impacted quality of life or public safety in their communities.

The distance to residential properties at our current location (161 S. Lincolnway) is substantially similar to the distance between residential properties at our proposed site for relocation (2080 W. Orchard Road). With seven years of sales transactions securely serving hundreds of thousands of cannabis patients and consumers, there is no reason to believe that our highly regulated and secure business operations will result in a different experience for the residents near our proposed facility at 2080 W. Orchard.

Aligned with the purpose of our application to relocate, the proposed location at 2080 W. Orchard is far better suited for our retail operations, and will further ensure that our reputation as a quiet and safe operation will continue. The location is placed on the furthest border lot from nearby residential uses within the commercial development, separated by a brewery and three planned retail locations that include food service and coffee. A major thoroughfare at Deerpath Road and large hop farm also provides a buffer from residential developments to the west, and major thoroughfares on Orchard Rd to the east. The site will have a designated and direct vehicular access point on Madison Street (off of Oak Street), but is not designed to facilitate pedestrian or bicycle traffic, as there are no sidewalks on the major thoroughfares leading to the property.

In other words, with a dedicated lot at the proposed new construction and investment into 2080 W. Orchard Road, we will continue to operate out-of-sight and out-of-mind to those who do not desire or are not authorized to patronize our dispensary.

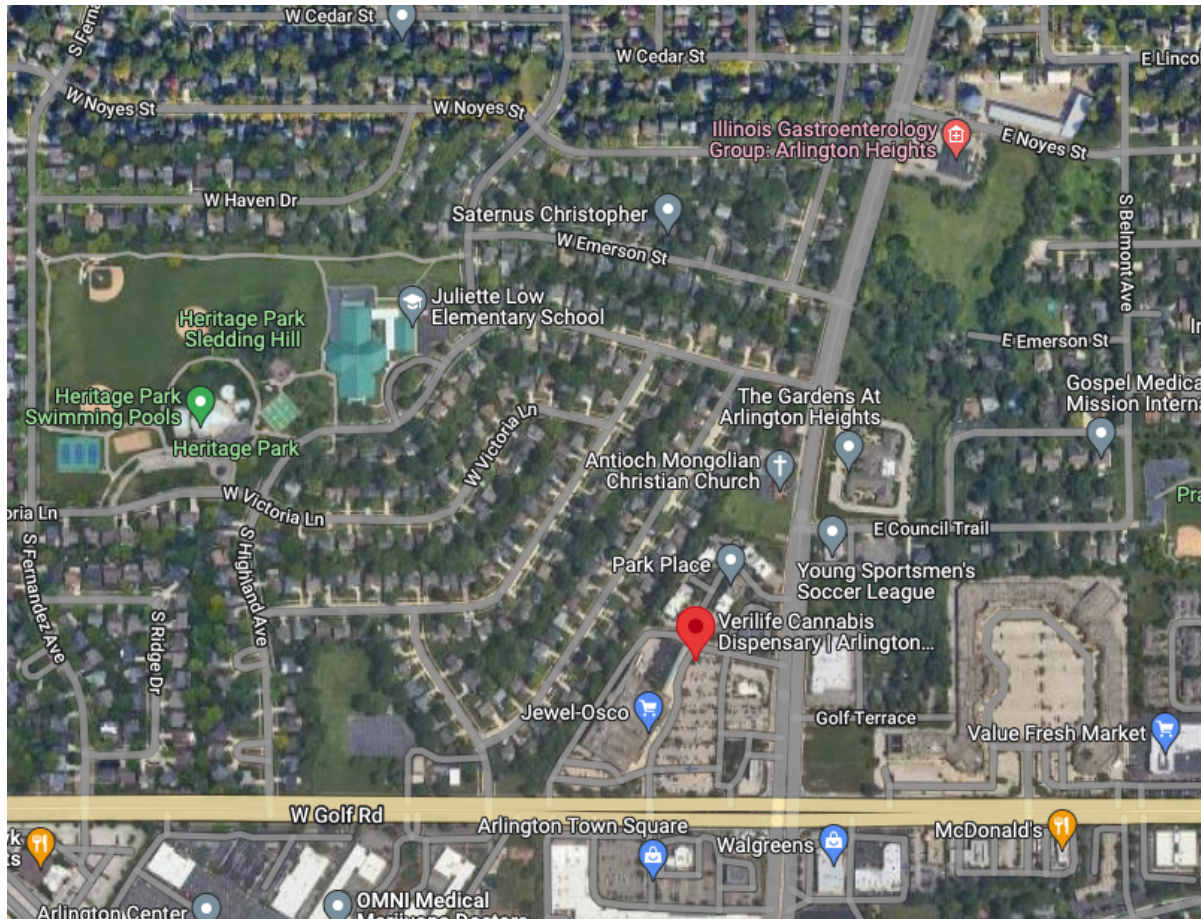
In Illinois, we also operate two other dispensaries that are directly adjacent to residential developments: Verilife Arlington Heights and Verilife Schaumburg. Like our North Aurora dispensary, these locations have operated without significant incident or issue with nearby residents collectively for several years. Importantly, these locations are also sited within traditional retail commercial developments suitable for their intended purpose, like the proposed 2080 W. Orchard Road site under our special-use application.

Specifically, our Verilife Arlington Heights location originally served adult-use consumers under a 20-month pilot program, in which the Village of Arlington Heights scrutinized all local impacts generated from the addition of adult-use cannabis sales at our dispensary. Like in North Aurora, we are the only dispensary to operate in the Village of Arlington Heights. Upon successful conclusion of the pilot program and the award of our business license, Arlington Heights conducted a thorough examination of parking, traffic congestion, crime reports, and the impact

on local businesses and communities. The Village of Arlington Heights determined that our store did not cause disruption or nuisance-related issues to the local community, and that our dispensary conducted operations at a professional, exemplary standard for others to emulate.

Arlington Heights

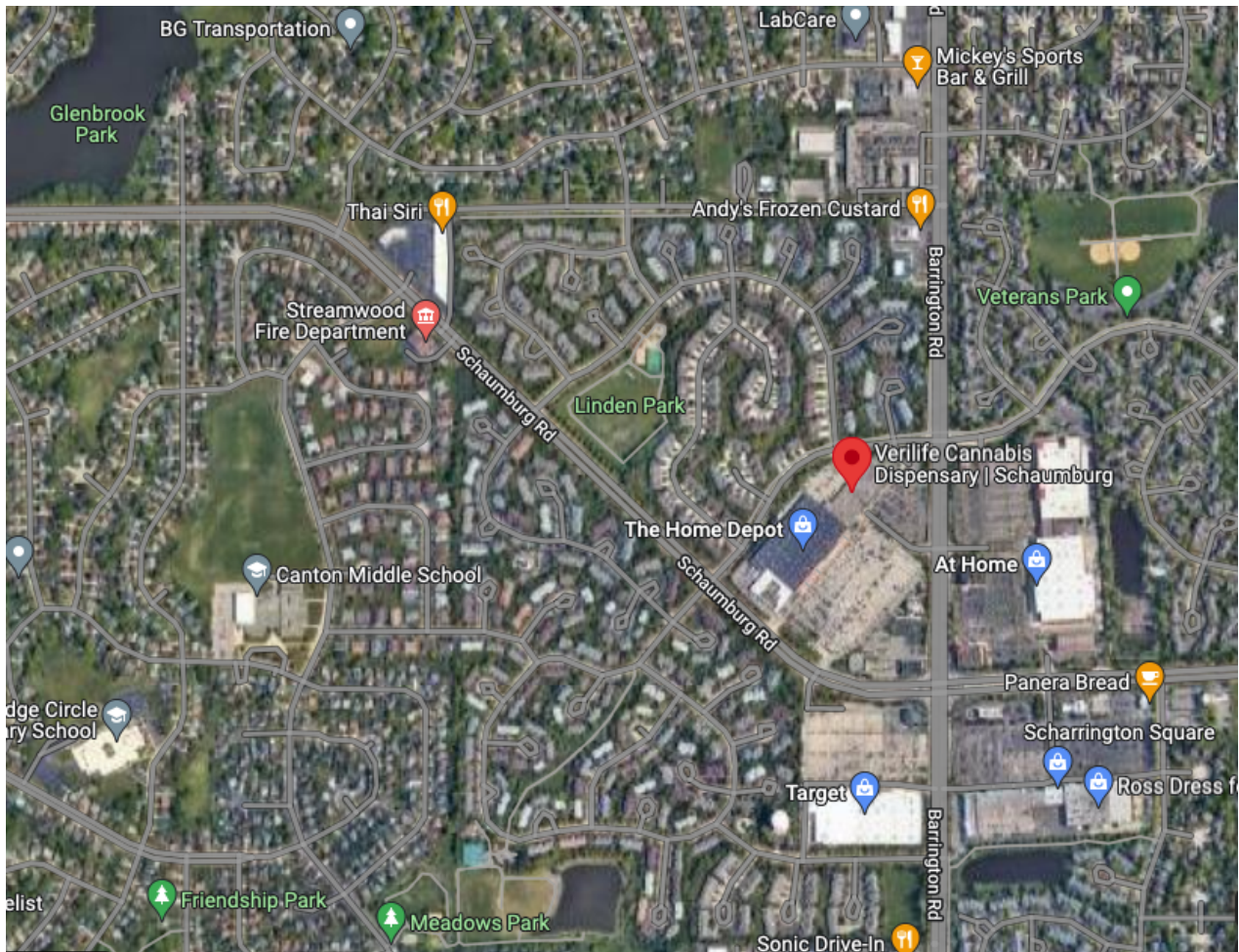
1816 Arlington Heights Rd (Arlington Heights Rd & Golf Rd)



- Medical and adult-use cannabis dispensary located adjacent to nearby residential developments:
 - Heritage Park Residences (NW),
 - Prairie Park Residences (NE), and
 - The Residences at Arlington Heights (SE)
- Located within a commercial retail development akin to the proposed location at 2080 W Orchard.
- Has been operating without incident as the Village's sole medical dispensary since 2018, and adult-use dispensary since 2020.

Schaumburg

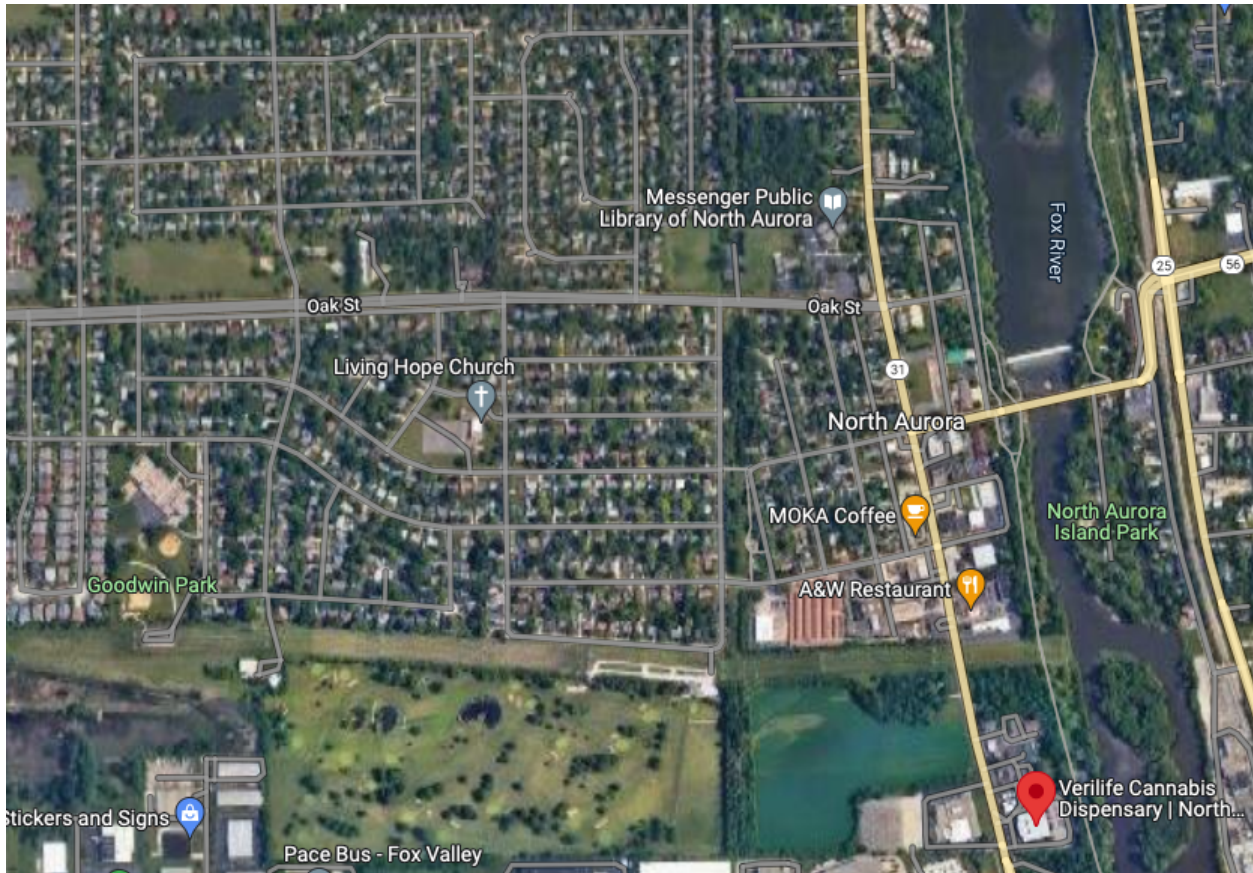
Verilife Schaumburg - 150 Barrington Rd (Corner of Barrington & Schaumburg Rd)



- Adult-use cannabis dispensary adjacent to residential developments on all sides, and has been operating without incident since 2021.
 - Linden Park Residences (NW);
 - Belle Park Residences (SW);
 - Veterans Park Residences (NE); and
 - Pembroke Park Residences (SE)

North Aurora (current location)

161 S. Lincolnway



- Verilife currently operates a medical and adult-use dispensary in North Aurora at a property adjacent to significant residential development to the northwest, without negative impacts or reports from nearby residents.
- The distance to residential units from our current location is substantially similar to the distance between residences at our proposed location (2080 W. Orchard).
- Verilife North Aurora has been in operation since 2015 as a medical cannabis dispensary, adding adult-use sales in 2020.

Proposed Commercial Development Plan with Surrounding Uses

- The image below shows the commercial development plan for our proposed relocation property, along with the intended new properties that will be constructed within the proposed development property. This is a multi-million dollar new construction project in the Village of North Aurora, not renovation of existing structures.



- Currently, a brewery is located north of the development. Between our proposed dispensary location and the nearest residential property, three additional retail operations will be constructed.
- The proposed location at 2080 W. Orchard is not designed to facilitate pedestrians or bicycles to the property, as none of the surrounding major thoroughfares have sidewalks or are heavily-traveled by bike or pedestrian traffic (Deerpath Road, Orchard Road, Oak Street). Regardless, our security team will monitor our premises and verify age at the sole public access point, continuing to prevent access to our facility by non-patient minors under the age of 21 as we have done since 2015.

- Our signage is intended to be understated in nature, not attractive to minors, and our dispensary windows contain shatterproof, tinted film to prevent unauthorized minors from seeing into the store premises.

II. Parking Accommodations

At Verilife, we work to ensure a seamless and efficient experience. The 2080 W. Orchard site will contain 24 dedicated parking spaces for the combined medical and adult-use cannabis dispensary. The 24-spot parking accommodation was designed intentionally when we selected this site for relocation. In short, it does not serve our dispensary's business operations to select a site with inadequate parking, which would only frustrate our customers and diminish the commercial opportunity.

We operate a highly efficient customer throughput using an online pre-ordering system. Our technology platform allows our patients and customers to make a product selection through their mobile phone, computer, or by phone, and reserve a time slot. As such, we have the ability to manage reservation times in order to prevent congestion from forming within the dispensary, and to prevent parking spots from becoming unavailable.

Because patients and customers are now familiar with the product types they wish to purchase, the use of online pre-ordering has become the predominant method by which our transactions are executed. The vast majority of our purchases are made through online pre-ordering, at approximately 70% at the North Aurora location.

Following an online order, the patient or customer arrives at the chosen time slot, and upon verification of their identification, age, (and patient status, if applicable) via an electronic scan, he or she will proceed to the point-of-sale. Upon a second identification check and verification of the order by the customer service representative, the transaction is complete. The entire transaction can take 1-2 minutes to complete.

The efficiency of our customer throughput at the 2080 W. Orchard Road location will be enhanced by the store design and layout. The current dispensary at 161 S. Lincolnway was designed only to accommodate our medical patient base. Our current premises¹ requires patients and customers to traverse several flights of stairs, contains narrow bottlenecks at the security checkpoint, and only has four point-of-sale stations available to process transactions.

In contrast, our newly designed site will reduce friction and the potential for lines to form at either point with the availability of additional point-of-sale stations. In sum, the primary purpose of our relocation is to allow for our staff to have a true commercial retail environment to process transactions more efficiently, and reduce the opportunity for lines or congestion within the dispensary. In turn, we can spend more time on patient consultations, process pre-orders quickly, and create a better overall consumer experience.

¹ Notably, the 161 S. Lincolnway office property is also home to two houses of worship.

The enhanced efficiency provided at 2080 W. Orchard Road makes 24 dedicated parking spaces more than ample to serve our patrons. On average, we project the following transactions in North Aurora:

- 50-60 transactions per hour during peak times (Thursday and Friday afternoons and early evenings, and midday Saturday), and
- 30-40 transactions per hour during non-peak times

With the vast majority of our transactions occurring by online ordering in a 1-2 minute transaction, customers and patients move in and out of our parking spots very quickly. With the benefit of the online ordering system and newly redesigned store layout, the 24 dedicated parking spots will be more than sufficient to manage our throughput.

To provide some supporting data points from Verilife Arlington Heights, during the pilot program, the staff of Arlington Heights commissioned a thorough 18-month parking study and analysis at one-month, six-month, and one-year intervals. The Verilife Arlington Heights store is approximately 4,800 s/ft, and operates as a medical and adult-use cannabis dispensary, similar in size and nature to the proposed 2080 W. Orchard Road site. The parking and traffic study determined that our site adequately managed patient and customer throughput, with the following metrics:

- Saturday midday - 36 “trips” or parking spots utilized within the hour
- Weekday midday - 35 “trips” per hour
- Weekday evening - 32 “trips” per hour

Again, with the vast majority of our transactions occurring via pre-orders akin to restaurant takeout orders, the 24 dedicated parking spaces at 2080 W. Orchard will be more than sufficient during our busiest transaction times.

When compared to the peak business times of a fast-casual restaurant that conducts higher-volume sales, our dispensary’s operations mitigate against congestion and traffic issues at the proposed development. A popular U.S. burrito chain restaurant publicly stated that transactions during peak business at lunch or dinner run an average 120 transactions per hour, and can run up to as high as 300 transactions per hour at its busiest locations. By comparison, our dispensary’s operations have just a fraction of this impact on local traffic and parking.

We are in the process of having a more detailed traffic and parking analysis prepared for the 2080 W. Orchard site, and will follow up with more specifics in the coming days.

III. Verilife North Aurora is a Regional Destination for Medical Cannabis Sales

Verilife North Aurora is already a regional destination for medical cannabis sales. We operate as one of only 55 dispensaries in the State of Illinois serving medical patients. Regionally, the closest two dispensaries only serve adult-use consumers, not medical patients. As a result, medical patients make up approximately 30-35% of our dispensary sales.

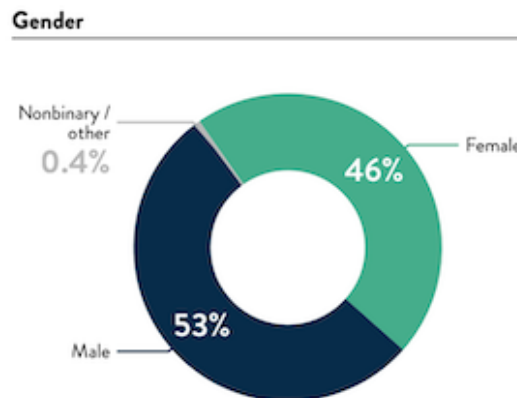
Our proposed location at 2080 W. Orchard Road will continue to ensure that North Aurora is even more accessible to medical patients in the region. Once we are relocated to a genuine commercial development complex, we will realize additional ancillary revenue to nearby business, and help support the overall North Aurora business community.

IV. Cannabis Consumer Profile

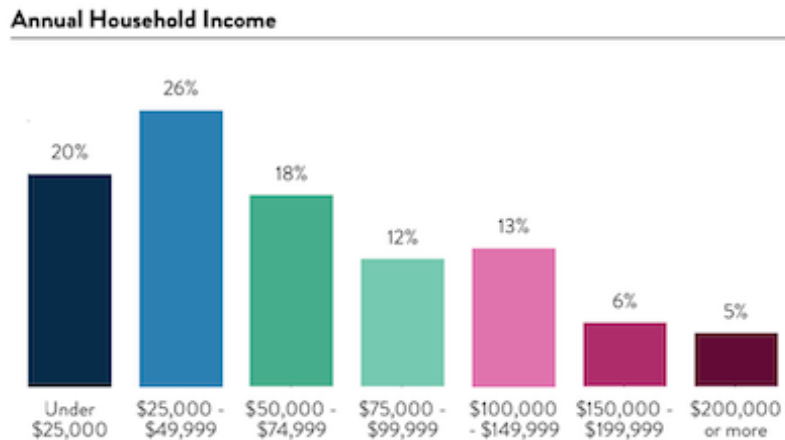
Questions were raised at our Commission hearing on demographic breakdowns of our consumers and patients. To provide an overview of some statistical data on the consumer profile of legal cannabis sales by age, gender, and annual income, national data reporting agencies provide information about cannabis consumers that purchase within the legal market. These figures are consistent with the types of consumers that frequent Verilife North Aurora

(Source: [New Frontier Data, "Current Consumers, Demographics 2021"](#)):

- Age
 - 37% are under the age of 35 years old
 - 63% are over the age of 35 years old
 - Of this portion, 21% are over the age of 55 years old
- Gender
 - 46% female, 53% male



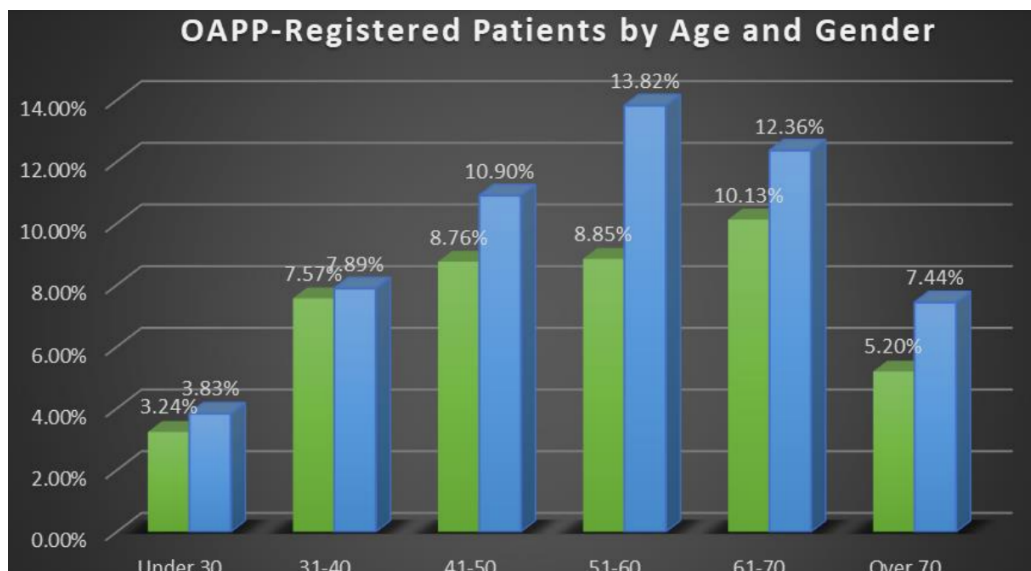
- Annual Income
 - 54% have an annual household income greater than \$50,000
 - 24% have an annual income of \$100,000 or more



Source: New Frontier Data, “Cannabis Consumers, Demographics 2021”

Additionally, the Illinois Department of Public Health publishes non-identifying medical cannabis patient data by age and gender. Medical patients make up approximately one-third of our sales at Verilife North Aurora, and have always been our focus since first beginning as a medical dispensary in 2015. (Source: [IDPH Medical Cannabis Program Annual Report 2021](#))

In the table below, on the whole, females (blue) outnumber males (green) in the medical patient program, 56% to 44%. 93% of medical patients are over the age of 30, and 58% are over the age of 50.



V. Verilife Positively Impacts the Local Community

Verilife North Aurora provides a positive impact on the local community, which will only be enhanced by relocating within a commercial environment that suits the retail nature of our business.

- We provide good-paying, living-wage jobs with full benefits to our employees; this includes healthcare, dental, PTO, and 401K benefit options.
 - Throughout our tenure in North Aurora, we have employed nearly 100 local staff members. Currently, we employ 24 individuals at the current site, and with the approved relocation, we expect to make five additional full-time hires.
- Verilife generates sustained and meaningful direct sales revenue for the Village.
 - While we cannot reveal our exact local revenue breakdown as it would be deemed confidential business information, we estimate that the North Aurora location will generate approximately \$500,000 in local and cannabis sales taxes annually for the benefit of the Village.
 - In total, since inception, we have generated over \$1.5 million in direct tax revenues to the Village, and an additional \$1.7 million in revenue to Kane County. These local revenues are predominantly generated from the municipal and county cannabis retailers' taxes applied to adult-use sales.
 - Currently, we project a 25% increase in municipal adult-use sales tax revenues from the relocation to a more accessible retail-oriented location with greater efficiency in operations.
 - In addition are material state tax revenues that are generated from cannabis sales. In 2021 alone, \$387 million in state tax revenues were generated from cannabis sales, with 8% allocated to local government redistribution. Cannabis sales are also being reinvested in meaningful grant programs and construction projects that build youth facilities, job training, violence prevention, and substance abuse and mental health centers focused on opioid cessation.

Permitting our relocation to a more accessible site will ensure that these meaningful revenues continue forward for the benefit of the Village.

We recognize the pivotal importance of operating as a good business member. Over the past several years, we have provided approximately 63 hours of education and patient outreach in the community. We have contributed 16 hours of volunteer participation in local cleanup efforts, including within Gregory Island Park.

VI. Our Security Plan and Personnel are a Deterrent to Crime

Verilife fosters a culture of compliance to Illinois and local law and regulations. We follow strict security, inventory, and facility management protocols to ensure the safety of our premises and patients. We act as good business members working closely with local officials and law enforcement, and as a result, further *enhance* the safety of the community in the vicinity of our dispensaries - we do not detract from it.

With seven years of lawful and compliant business operations, our track record within the Village demonstrates that our security plan is sufficient to maintain safe operations and deter bad actors. Our dispensary is not a target for criminal activity, and has not been for the better part of a decade. This is due to our stringent adherence to security and safety protocols.

We work to closely monitor the premises at all times and ensure that no associated loitering or criminal activity occurs at or near the location. Our dispensary cameras and security system are in constant communication and remotely accessible to both state police and state regulators. These safe and secure practices will only be enhanced with a dedicated property and parking area for our single dispensary, rather than a shared multi-unit premises.

Overview of Our Security Protocols

- Our state-of-the-art cameras cover every square inch of the dispensary and the entire perimeter of the building, and record continuously with motion-activated sensors.
 - Regulators are provided remote access to cameras and monitor employees to ensure strict compliance with regulations and protocols.
 - Local law enforcement can pull retained video at any time -- with sophisticated perimeter lights, cameras, and security personnel, these facilities act as a deterrent to crime within the vicinity.
- Internal and external security personnel monitor the premises and surrounding area at all times during operational hours.
- Facilities have access controls at every point of ingress and egress, logging the key card of the individual granting access.
 - Patients are only permitted in limited access areas following an ID scan; restricted access areas are for authorized personnel only, and require key card access.
- The facility contains 24/7 emergency and duress alarms for use by our staff to contact local law enforcement immediately in the event of an emergency.
- We utilize shatter-proof windows, and products are stored in reinforced vaults that model DEA standards for storage of criminal evidence.

- Each patron is required to undergo an electronic security check-in, with identification verification to verify age and patient status.
- Each dispensary utilizes a “seed-to-sale” inventory tracking system with a unique product identifier for every single product that comes within the custody of the dispensary.
 - Inventory logs are reviewed daily, with results sent to the state, accounting for every single product in the dispensary by management and regulators on a daily basis.
 - An explanation and “inventory adjustment” is required to the state for even slight inventory errors, making it impossible for the unexplained diversion or loss of product in our custody when combined with the opportunity for review of camera footage.

With our intentionally-designed building construction, security personnel and equipment, and safe business practices, it is no surprise that the North Aurora location has not been the target of criminal activity since its inception in 2015. This holds true across our dispensary footprint in communities similar to North Aurora. Our security plan works, and will be even more effective in a traditional retail setting at 2080 W. Orchard Road.

VII. Relocation Options Are Extremely Limited

State regulations require us to remain within our medical district for purposes of relocation. State law also bars us from relocating outside of the boundaries of our host community. In addition, North Aurora maintains setbacks or “buffer zones” from sensitive areas such as schools or daycares. As such, we have conducted an extremely thorough search of the available commercial retail sites in North Aurora.

Over the past year, we have surveyed seventeen (17) properties for potential relocation. The proposed relocation site at 2080 W. Orchard remains the only viable option that we have identified that meets local and state requirements for relocation, and is suitable for a retail use of our size.

While the options for suitable sites may have been limited, the dedicated site with ample parking, redesigned floor layout, and accessibility to major thoroughfares within a commercial development make this an ideal space for our operations. Approval for this relocation best serves the interests of the Village and our business.

VIII. Conclusion

The Verilife dispensary has operated safely and securely within the Village for seven years. During our tenure, we have immediately addressed any and all concerns of local Village officials, police, and community members since we began operating in 2015. We continue to value the Village's ongoing dialogue with our business management and staff. There is no reason this dialogue will not continue at our new site.

Our local track record shows our ability to operate within a newly designed retail-oriented site without disruption or negative impacts on the local community. We have achieved a similar experience in retail corridors at similarly situated dispensaries across Illinois, and in other communities across our eight state footprint. Our medical focus, management team, security protocols, and strict adherence to regulatory compliance should leave no question as to the type of business practices that the Village can expect upon relocation to an appropriate retail environment for our customer and patient capacity.

After an exhaustive search of the limited, available properties that meet local setback requirements and state regulations, we made an intentional decision to invest millions into a new buildout at 2080 W. Orchard Road in North Aurora, with architectural designs that will improve our operations, customer throughput, and traffic flow. The location between two major thoroughfares, ample parking, site layout, and security features will only enhance our ability to continue safe and quiet operations within North Aurora. Our proposed relocation is much better suited on all fronts for our business, our patients and customers, and the Village as a whole.

We believe that this investment will pay dividends for our business and the Village. We intend to remain a long-term business and community member for many years to come.

Appendix: Recent Studies On Dispensary Community Impacts

In consideration of continuing to allow cannabis sales and its associated community impacts, North Aurora does not have to make a routine relocation decision, like the present one, based on conjecture or anecdote. North Aurora has allowed lawful, state-legal, and licensed cannabis sales within its municipality for seven years, with the most recent two-and-half years of that time allowing adult-use sales. Our track record is already evident, with fears of the unknown at the outset of legal cannabis sales never having come to fruition.

Moreover, longitudinal data and research now demonstrate that the many fears expressed at the inception of legal cannabis sales have not manifested. In fact, in many cases, the data shows that creating a highly regulated and secure marketplace for cannabis has beneficial impacts on the local community.

The studies below are provided only to further enlighten Village officials on the impacts already experienced within North Aurora – that legal, regulated cannabis dispensaries do not become a target or contribute to criminal activity, cannabis-related traffic incidents and DUIs do not

increase, teen use remains unaffected or even declines, and substantial positive economic development can result from the presence of state-legal cannabis sales.

With our proposed relocation, North Aurora should continue to expect only an ongoing sustained revenue stream, local job creation, and the availability of a legal access point for lab-tested, unadulterated cannabis products to patients and adult-use consumers in a highly secured environment.

- Crime Impacts

- Appalachian State University Department of Economics; [Smoke and Fears: The Effects of Marijuana Legalization on Crime](#) (October 2021)
 - We estimate significant reductions in violent crime rates in states that legalize medicinal marijuana. Moreover, we find evidence that ending marijuana prohibition results in larger reductions in violent crime rates in states that border Mexico and in urban counties. We also find evidence that medical marijuana legalization reduces property crimes, with larger reductions in states that border Mexico. Our results indicate that when this heterogeneity is not accounted for the total effect of medical marijuana legalization on crime is underestimated.
- Regional Science and Urban Economics (September 2019) - [Not in My Backyard, Not So Fast. The Effect of Marijuana Legalization on Neighborhood Crime.](#)
 - The results imply that an additional dispensary in a neighborhood leads to a reduction of 17 crimes per month per 10,000 residents, which corresponds to roughly a 19 percent decline relative to the average crime rate over the sample period.
- Journal of Urban Economics (July 2017) - [The Impact of Dispensary Closures on Crime.](#)
 - Contrary to popular wisdom, we find an immediate increase in crime around dispensaries ordered to close relative to those allowed to remain open. The increase is specific to the type of crime most plausibly deterred by bystanders, and is correlated with neighborhood walkability. We find a similar pattern of results for temporary restaurant closures due to health code violations. A likely common mechanism is that 'eyes upon the street' deter some types of crime.
- Rand Corporation (May 2018) - [Exploring the Effects of Marijuana Dispensary Laws on California Counties.](#)
 - The results suggest no relationship between county laws that legally permit dispensaries and reported violent crime... These results are

consistent with some recent studies suggesting that dispensaries help reduce crime by reducing vacant buildings and putting more security in these areas.

- Leafly (May 2019) - [Debunking Dispensary Myths](#)
 - Using street-level data from cities including Sacramento, Washington, DC, and Los Angeles, studies suggest that licensed cannabis dispensaries have no impact, or an insignificant effect, on various kinds of crime (Zakrzewski, 2019; Brinkman, 2017).
- Impact on Property Values
 - Clever Real Estate - [2021 Study: How Legalizing Recreational Marijuana Impacts Home Values](#)
 - From 2017 to 2019, home values increased \$6,338 more in states where marijuana is legal in some form, compared to states that haven't legalized marijuana.
 - As states tax marijuana sales for the first time, the increased revenue drives new investment in things such as public services and infrastructure — which in turn drives higher demand in real estate, higher property values, and greater revenue from property taxes.
 - On average, home values increase by \$470 for every \$1 million increase in tax revenue.
 - States that have legalized and allowed sales of recreational marijuana see the biggest increases in home values.
 - We found that cities with more dispensaries are positively correlated with higher home values, suggesting legalization boosts jobs and economic growth.
 - Home values increased \$22,090 more in cities with recreational dispensaries, compared to home values in cities where recreational marijuana is legal but dispensaries are not available.
 - With each new dispensary a city adds, property values increase by \$519.
 - CATO Institute (July 2018) - [The External Effects of Retail Marijuana Establishments on House Prices](#)
 - Our results indicate that retail conversion has a large positive effect on neighboring property values after controlling for property attributes and

neighborhood characteristics. We find that after the law went into effect, single-family residences close to a retail conversion (within 0.1 miles) increased in value by approximately 8.4 percent relative to houses that are located slightly farther from a conversion (between 0.1 miles and 0.25 miles).

- Impacts on Traffic Collisions / DUI

- ResearchGate (May 2022) - [Marijuana Legalization and Truck Safety: Does the Pineapple Express Damage More Pineapples?](#)

- Using a state-level panel of heavy truck crash statistics from 2005 to 2019 and a difference-in-difference estimation strategy, we test whether legalization has affected the crash rates of heavy trucks. Our results show that legalization does not increase average crash rates. Crash responses are heterogeneous across states, with Vermont and Washington showing large crash reductions, while Nevada shows a large increase in crashes. These results suggest that heavy truck accidents are not closely related to marijuana legalization.

- Journal of Health Economics (June 2022) - [Medical Cannabis and Auto Accidents. Evidence from Auto Insurance](#)

- Employing a modern difference-in-differences framework and zip code-level premium data from 2014 to 2019, we find that premiums declined, on average, by \$22 per year following medical cannabis legalization. The effect is more substantial in areas near a dispensary and in areas with a higher prevalence of drunk driving before legalization. We estimate that existing legalization has reduced health expenditures related to auto accidents by almost \$820 million per year with the potential for a further \$350 million reduction if legalized nationally.

- Sage Journals (January 2022) - [Societal Costs and Outcomes of Medical and Recreational Marijuana Policies in the United States: A Systematic Review](#)

- MMLs and RMLs do not generate negative outcomes in the labor market, lead to greater criminal activity, or reduce traffic and road safety

- Journal of Drug & Alcohol Dependence: [Canada's cannabis legalization and drivers' traffic-injury presentations to emergency departments in Ontario and Alberta, 2015-2019](#) (September 2021)

- Utilizing provincial emergency department (ED) records (April 1, 2015-December 31, 2019) from Alberta and Ontario, Canada, we employed Seasonal Autoregressive Integrated Moving Average (SARIMA) models to assess associations between Canada's cannabis legalization (via the *Cannabis Act* implemented on October 17, 2018) and

weekly provincial counts of ICD-10-CA-defined traffic-injury ED presentations. For each province (Alberta/Ontario), SARIMA models were developed on two driver groups: all drivers, and youth drivers (aged 14-17 years in Alberta; 16-18 years, Ontario).

- Implementation of the *Cannabis Act* was not associated with evidence of significant post-legalization changes in traffic-injury ED visits in Ontario or Alberta among all drivers or youth drivers, in particular.
- American Surgeon - [Marijuana Legalization and Rates of Motor Vehicle Crashes Due to THC and Alcohol](#) (February 2021)
 - A retrospective analysis of data collected at trauma centers in Arizona, California, Ohio, Oregon, New Jersey, and Texas between 2006 and 2018 was performed. The percentage of patients testing positive for marijuana tetrahydrocannabinol (THC) was compared to the percentage of patients driving under the influence of alcohol (blood alcohol level >0.08 g/dL) that were involved in an MVC. The change in incidence of THC detection (percentage) over the time period where data were available are as follows: Arizona 9.5% (0.4 to 9.9), California 5.4% (20.8 to 26.2), Ohio 5.9% (6.7 to 12.6), Oregon 3% (3.0 to 6.0), New Jersey 2.3% (2.7 to 5.0), and Texas 15.3% (3.0 to 18.3). There did not appear to be a relationship between the legalization of marijuana and the likelihood of finding THC in patients admitted after MVC. In fact, in Texas, where marijuana remains illegal, there was the largest change in detection of THC. There was no apparent increase in the incidence of driving under the influence of marijuana after legalization.
- American Journal of Public Health - [Crash Fatality Rates After Recreational Marijuana Legalization in Washington and Colorado](#) (August 2017)
 - A study analyzing vehicle fatality rates in Colorado and Washington over the three years following adult use cannabis legalization found no statistically significant difference in crash fatalities when compared to control states without recreational cannabis.
- Adolescents and Teen Use
 - Colorado Department of Public Health (June 2022) - [Healthy Kids Colorado Survey Data](#)
 - CDPHE found that just over 13 percent of those students surveyed said that they've used marijuana in the past 30 days. Compare those figures to nearly 20 percent in 2013, when the department's biennial survey launched shortly after recreational marijuana legalization occurred in the state.

- Journal of Adolescent Health (May 2022) - [Trends in Alcohol, E-Cigarette, and Non-prescribed Pain Reliever Use Among Young Adults in Washington State After Legalization of Nonmedical Cannabis](#)
 - Contrary to concerns about spillover effects, implementation of legalized nonmedical cannabis coincided with decreases in alcohol and cigarette use and pain reliever misuse. The weakening association of cannabis use with the use of other substances among individuals ages 21–25 requires further research but may suggest increased importance of cannabis-specific prevention and treatment efforts.
- Substance Use and Addiction (September 2021) - [Association of Marijuana Legalization With Marijuana Use Among High School Students, 1993-2019](#)
 - Using data from the YRBS for the period 1993-2019, this study provides updated estimates of the association between legalization and adolescent marijuana use... In the fully adjusted models, medical marijuana law (MML) adoption was associated with a 6% decrease (OR, 0.94; 95% CI, 0.89-0.98) in the odds of current marijuana use and a 7% decrease (OR, 0.93; 95% CI, 0.87-0.99) in the odds of frequent marijuana use... Consistent with estimates from prior studies, there was little evidence that RMLs or MMLs encourage youth marijuana use. Contrary to results of the study by Anderson et al² the overall association between RML adoption and marijuana use among adolescents was statistically indistinguishable from zero.
- Journal of Substance Abuse and Treatment (December 2020) - [Treatment Admission for Opioids, Cocaine, and Methamphetamines Among Adolescents and Emerging Adults After Legalization of Recreational Marijuana](#)
 - A public health concern stemming from recreational marijuana legalization (RML) is the idea that marijuana may act as a “gateway” drug among youth and young adults, where growing marijuana use will lead to increasing substance use disorder (SUD) for “harder” illicit drugs... RML in Washington and Colorado was not associated with an increase in adolescent or emerging adult SUD treatment admissions for opioids, cocaine, or methamphetamines.
- Journal of Experimental Criminology (April 2021) - [Is marijuana really a gateway drug? A nationally representative test of the marijuana gateway hypothesis using a propensity score matching design](#)
 - Results from this study indicate that marijuana use is not a reliable gateway cause of illicit drug use. As such, prohibition policies are unlikely to reduce illicit drug use.

- Journal of Substance Abuse Treatment (July 2021) - [Legalization of Cannabis Use in Canada: Impacts on the cannabis use profiles of youth seeking services for substance abuse](#)
 - Minimal changes have occurred in the cannabis use patterns of service-seeking youth in the short term following legalization. This holds true both for youth who have reached the age of majority and those who have not.

MEMORANDUM TO: Monte Spiers
PharmaCann

FROM: Luay R. Aboona, PE, PTOE
Principal

DATE: July 28, 2022

SUBJECT: Traffic Evaluation Summary
Proposed Marijuana Dispensary
North Aurora, Illinois

This memorandum summarizes the results and findings of a site traffic evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed marijuana dispensary to be located in the northwest corner of the intersection of Orchard Road with Oak Street in North Aurora, Illinois. **Figure 1** shows an aerial view of the site. As proposed, the plans call for an approximately 4,000 square-foot dispensary with 24 parking spaces. The dispensary will be part of a multi-building development that will also contain a Starbucks drive-through coffee shop, a drive-through Taco Bell restaurant, and a retail building. Access to the site will be provided off Madison Street, which has a restricted intersection with Oak Street at its southern terminus and a full-movement intersection with Tanner Road at its northern terminus.

Existing Roadway Characteristics

As indicated earlier, the site is located in the northwest corner of the signalized intersection of Orchard Road with Oak Street. Land uses in the area include Hardware Sustainable Gastropub and Brewery, PNC Bank, and Springs at Orchard Road. The following is a brief description of the major roadways surrounding the site.

Orchard Road (Kane County Highway 83) is a north-south, major arterial roadway that has a four-lane undivided cross-section along the site frontage. At its signalized intersection with Oak Street, Orchard Road provides dual left-turn lanes, two through lanes, and an exclusive right-turn lane on the northbound and southbound approaches. At its unsignalized intersection with Tanner Road, Orchard Road provides two through lanes and an exclusive right-turn lane on the southbound approach and two through lanes on the northbound approach. Orchard Road is under the jurisdiction of the Kane County Division of Transportation (KDOT), is classified as a Strategic Regional Arterial (SRA) Route, carries an Annual Average Daily Traffic (AADT) volume of 12,400 vehicles north of Oak Street and 27,800 vehicles south of Oak Street (Illinois Department of Transportation [IDOT] 2018), and has a posted speed limit of 50 miles per hour.



Aerial View of Site

Figure 1

Deerpath Road is a north-south major collector roadway that provides one travel lane in each direction and is widened between Tanner Road and Oak Street to provide a striped median. At its all-way stop sign-controlled intersection with Tanner Road, Deerpath Road provides an exclusive left-turn lane, a through lane, and an exclusive right-turn lane on the northbound approach and an exclusive left-turn lane and a shared through/right-turn lane on the southbound approach. At its unsignalized intersection with Oak Street, Deerpath Road provides a shared through/right-turn lane on the northbound approach and an exclusive left-turn lane and a through lane on the southbound approach. North of Tanner Road, Deerpath Road is under the jurisdiction of the Village of North Aurora, carries an AADT volume of 7,450 vehicles, and has a posted speed limit of 45 miles per hour. Between Tanner Road and Oak Street, Deerpath Road is under the jurisdiction of KDOT and carries an AADT volume of 10,100 vehicles (IDOT 2018). South of Oak Street, Deerpath Road carries an AADT volume of 6,950 vehicles (IDOT 2018).

Oak Street is an east-west major collector roadway that generally provides a single travel lane in each direction. At its signalized intersection with Orchard Road, Oak Street provides dual left-turn lane, a through lane, and an exclusive right-turn lane on the eastbound and westbound approaches. At its unsignalized intersection with Deerpath Road, Oak Street provides an exclusive left-turn lane and an exclusive right-turn lane that are under stop-sign control. Between Deerpath Road and Orchard Road, Oak Street is under the jurisdiction of KDOT and carries an AADT volume of 3,900 vehicles (IDOT 2018). East of Orchard Road, Oak Street is under the jurisdiction of the Village of North Aurora, carries an AADT volume of 6,600 vehicles (IDOT 2018), and has a posted speed limit of 45 miles per hour.

Tanner Road (Kane County Highway 15) is an east-west major collector roadway that provides a single travel lane in each direction separated by a striped median. At its all-way stop sign-controlled intersection with Deerpath Road, Tanner Road provides a shared left-turn/through/right-turn lane on the eastbound approach and an exclusive left-turn lane and a shared through/right-turn lane on the westbound approach. At its unsignalized intersection with Orchard Road, Tanner Road provides a single lane that is under stop sign control and is restricted to right-turn movements only via a channelizing island and the existing landscaped median along Orchard Road. West of Deerpath Road, Tanner Road is under the jurisdiction of KDOT, carries an AADT volume of 2,650 vehicles (IDOT 2018), and has a posted speed limit of 50 miles per hour. Between Deerpath Road and Orchard Road, Tanner Road is under local jurisdiction and has a posted speed limit of 30 miles per hour.

Madison Street is a north-south, local roadway that provides one lane in both directions. The roadway extends between its restricted intersection with Oak Street north to its full-movement intersection with Tanner Road and provides access to the existing brewery. Its intersections with Oak Street and Tanner Road are under stop sign control.

Proposed Dispensary

As previously indicated, the plans call for an approximately 4,000 square-foot dispensary with 24 off-street parking spaces.

Access

Access to the proposed dispensary will be provided off Madison Street and will be shared with the proposed retail building to the north. This access drive will provide one inbound lane and one outbound lane with outbound movements under stop sign control. In addition, a cross-access connection to the adjacent uses (Taco Bell and Starbucks) will be provided, which will afford the site additional access off Madison Street. A copy of the site plan is included in the Appendix.

Operational Characteristics of the Proposed Dispensary

Below is a summary of the operational characteristics of the proposed dispensary:

- The dispensary will generally be open between 9:00 A.M. and 9:00 P.M. on weekdays and weekends for adult use and between 8:00 A.M. and 9:00 P.M. for medical use.
- There will be eight employees per shift in the mornings and seven employees in the evenings.
- Nine to 12 deliveries per week are expected.
- It is anticipated that the dispensary will have an average of 500 daily customers on weekdays and 600 customers on weekends.
- The average customer stay will be ten minutes.

Based on the information provided by the operator, it is anticipated that approximately 70 percent of all orders will be pre-orders, thus reducing the processing time for customers and the parking demand.

Proposed Dispensary Traffic Generation

The volume of traffic estimated to be generated by the proposed dispensary was based on trip generation rates found in the Institute of Transportation Engineers (*ITE Trip Generation Manual*, 11th Edition). **Table 1** shows the ITE trip generation estimates for the peak hours and on a daily basis.

Table 1

PROJECTED PEAK HOUR SITE-GENERATED TRAFFIC VOLUMES

Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Saturday Midday Peak Hour			Daily
	In	Out	Total	In	Out	Total	In	Out	Total	
Proposed Marijuana Dispensary (4,000 s.f.)	22	20	42	38	38	76	57	58	115	844

Traffic Evaluation

When the estimated daily traffic volume estimated to be generated by the proposed facility is compared to the AADT traffic volumes at the intersection of Orchard Road with Oak Street, the increase in traffic will amount to less than two percent of the existing two-way traffic volumes. When compared to the weekday peak hour traffic volumes that travel through the intersection, the proposed dispensary will increase traffic by approximately two to 2.5 percent during the morning and evening peak hours, respectively. Along Deerpath Road, the proposed dispensary is projected to increase traffic by approximately two percent on a daily basis and by approximately one to two percent during the peak hours.

Given the low estimated traffic to be generated by the proposed facility and the minimal increases in traffic, the roadway system as well as the proposed access system via Madison Street will be adequate in accommodating the projected traffic volumes.

Parking Evaluation

As proposed the existing parking lot will be modified to provide 24 off-street parking spaces. In order to determine the adequacy of the proposed parking supply, the parking demand was evaluated based on the following:

- Parking surveys
- Customer data

Parking Surveys

Parking occupancy surveys were previously conducted by KLOA, Inc. in April 2022 at an existing dispensary located in Northbrook, Illinois. The surveys were conducted every half hour on a weekday and a Saturday between 8:00 A.M. and 8:00 P.M. The results of the surveys indicated that the peak demand occurred in late afternoon and translated into a ratio of 3.37 spaces per 1,000 square feet on a weekday and 4.0 spaces per 1,000 square feet on a Saturday. Applying these ratios to the size of the proposed dispensary yields a peak demand of 13 parking spaces on a weekday and 16 parking spaces on a Saturday. This peak demand is eight spaces less than the proposed supply.

Customer Data

With a peak of eight employees expected to be on site and assuming all of them use their personal vehicle, 16 parking spaces will be available to customers. Given that 57 customers are expected during the Saturday midday peak hour, this means that the 16 parking spaces available for customers would have to turn over approximately 3.5 times during the hour, or every 17 minutes. Give that 70 percent of orders will be online and that the average time the customer will spend in the building will be ten minutes, which is less than the estimated 17-minute turnover, the proposed number of parking spaces will be adequate.

Conclusion

Based on the proposed dispensary plan and the preceding evaluation, the following conclusions and recommendations are made:

- The proposed dispensary will be a low traffic generator with traffic distributed throughout the day.
- When compared to the traffic traversing the adjacent roadway system, the increase in traffic resulting from the proposed dispensary will not be significant and can be accommodated.
- The proposed access off Madison Street will be adequate and will ensure that projected traffic will be distributed efficiently via connections to Oak Street, Tanner Road, and Deerfield Road.
- The proposed 24 parking spaces will be adequate in accommodating the estimated parking demand.
- The demand for parking will be reduced due to the implementation of pre-ordering, resulting in shorter visits and higher turnover.
- To further reduce the parking demand and increase the turnover rate of parking spaces, the following measures can be implemented:
 - Continue to promote and encourage customers to pre-order in order to further reduce the amount of time customers spend on site.
 - Encourage visits during off-peak times with off-peak discounts.

Appendix



PHARMACANN



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE APPROVING A SPECIAL USE TO ALLOW AN ADULT-USE CANNABIS
DISPENSING ORGANIZATION IN THE B-2 GENERAL COMMERCIAL DISTRICT FOR
THE PROPERTY LOCATED AT 2080 W. ORCHARD ROAD, NORTH AURORA, ILLINOIS**

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 SPECIAL USE TO ALLOW AN ADULT-USE CANNABIS DISPENSING ORGANIZATION IN THE B-2 GENERAL COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 2080 W. ORCHARD ROAD, NORTH AURORA, ILLINOIS

(Petition #22-04; 2080 W. Orchard Road)

WHEREAS, the President and Board of Trustees of the Village of North Aurora have heretofore adopted the North Aurora Zoning Ordinance, otherwise known as Title 17 of the Code of North Aurora, Illinois (the “Code”); and,

WHEREAS, an application has been filed requesting approval of a special use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow for an Adult-Use Cannabis Dispensing Organization for the property located at 2080 W. Orchard Road, North Aurora, Illinois (the “Property”); and

WHEREAS, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on July 5, 2022, pursuant legal notice as required by State law and the Code; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending denial of the special use approval described herein; and,

WHEREAS, any special use application which fails to receive the recommendation of the Plan Commission shall not be approved by the Village Board unless the application is approved by two-thirds of the members of the Village Board, being the Trustees; and,

WHEREAS, the Board of Trustees has determined by a vote of two-thirds that the special use is consistent with the criteria for special use approval and granting it is in the best interest of the Village.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

SECTION 1: The recitals set forth above are incorporated in this Ordinance as material finding of the President and the Board of Trustees.

SECTION 2: The application for special use for an Adult-Use Cannabis Dispensing is hereby approved for the Property.

SECTION 3: That this Ordinance is limited and restricted to the property located at 2080 W. Orchard Road, North Aurora, Illinois and legally described as follows:

LOT 1 THE FINAL PLAT OF SUBDIVISION OF ORCHARD ACRES ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 2022 AS DOCUMENT NUMBER 2022K003036, IN KANE COUNTY, ILLINOIS, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

Parcel Number: 15-06-126-013

SECTION 4: Each and every provision of this Ordinance is severable from each and every other provision of this Ordinance; and if any provision of this Ordinance is deemed invalid and/or unenforceable, such provision shall be deemed severed from this Ordinance, leaving each and every other provision in this Ordinance in full force and effect.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

Jessi Watkins, Village Clerk