Meeting Held Electronically



NORTH AURORA VILLAGE BOARD MEETING MONDAY, NOVEMBER 7, 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/85288565485

Meeting ID: 852 8856 5485 Dial In: +1 312 626 6799

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

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

ROLL CALL

AUDIENCE COMMENTS

PRESENTATION

Presentation by Lauterbach & Amen Regarding the Village's 2022 Audit Process

CONSENT AGENDA

- 1. Village Board Minutes dated 10/17/2022; Committee of the Whole Minutes dated 10/17/2022
- 2. Interim Bills List Dated 10/18/2022 in the Amount of **\$500.00**
- 3. Bills List Dated 11/07/2022 in the Amount of **\$515,859.98**
- 4. License Agreement with CBS for Berman Tower Livestream
- 5. Approval of MFT Resolution Hereby Appropriating **\$50,000.00** of Motor Fuel Tax Funds for Purpose of Maintaining Streets and Highways Under Applicable Provisions of Illinois Highway Code

- Approval of Salt Purchase through the Illinois Central Management System's Bureau of Strategic Sourcing in the Amount of <u>\$237,210.00</u> with the Option of Spending <u>\$284,652.00</u> Pending Severe Weather Conditions
- 7. Travel and Expenses for Business Purposes in the Amount of **\$50.00**
- 8. Approval of Ordinance Establishing Special Service Area No. 45 in the Village of North Aurora (Opus I-88 Corporate Park)

NEW BUSINESS

- 1. Approval of an Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number of Class G Liquor Licenses Authorized in the Village Of North Aurora
- 2. Approval of Comprehensive Annual Financial Report as of May 31, 2022 and Other Financial Reporting Documents
- 3. Approval of Estimate of 2022 Tax Levy for Purposes of Truth in Taxation
- 4. Approval of 2023 Annual Contribution to IMLRMA in the Amount of \$332,069.76
- 5. Approval to Purchase Three 2023 Ford Utility AWD Patrol Vehicles from Morrow Bros. Ford in the Amount of **\$130,196.00**
- 6. Approval of Resolution Approving a Land Swap Agreement With the Southern Kane County Training Association for Property on Which to Construct a New Public Works Facility
- 7. Approval to Award Ridge Road Storm Sewer Lining Project to Technologies USA, LLC in the Amount of \$132,187.00
- 8. Approval of Ordinance Approving the Acquisition of the Property Located at 23 N. Lincolnway and Contract for Acquisition of the Property in the Village of North Aurora

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN



NORTH AURORA VILLAGE BOARD MEETING VILLAGE BOARD MEETING MINUTES Monday, October 17, 2022

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

AUDIENCE COMMENTS - None

CONSENT AGENDA

- 1. Village Board Minutes Dated 10/03/2022; Committee of the Whole Minutes Dated 10/03/2022
- 2. Interim Bills List Dated 9/29/2022 in the Amount of \$11,750.00
- 3. Interim Bills List Dated 10/12/2022 in the Amount of \$3,400.00
- 4. Bills List Dated 10/17/2022 in the Amount of \$363,719.99
- 5. Resolution Acknowledging Substantial Completion of Public Improvements Triggering the One-Year Maintenance Period for the Lincoln Valley on the Fox Phases Two and Three Development

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

NEW BUSINESS

1. Approval of an Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number of Class B Liquor Licenses Authorized in the Village of North Aurora

Administrator Bosco explained that the Real Minas Restaurant was looking to obtain a Class B Small Restaurant Liquor License. He reminded the Board that this restaurant was opening in the same space as the former Tecalitlan and had been discussed at the Committee of the Whole meeting on October 3, 2022

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

2. Approval of an Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number of Class L-2 Liquor Licenses Authorized in the Village of North Aurora

Administrator Bosco stated that The Rustic Fox holds many outdoor events that require special event liquor license, they were seeing to host indoor events as well. Village Staff had been discussing that the Rustic Fox peruse an art gallery license that would allow them to sell liquor at the special events without having to get a special event liquor license each time.

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

<u>VILLAGE PRESIDENT</u> – Mayor Gaffino spoke about the Move with the Mayor initiative that occurred on Saturday, October 15. He stated that there were fifteen bicyclists who completed a two mile loop that included stops at the Messenger Public Library, the Veterans' Memorial and the water treatment plant.

TRUSTEES COMMENTS – None

<u>ADMINISTRATOR'S REPORT</u> – Administrator Bosco spoke about the Beautification Committee's Holiday Décor program, similar to the landscaping contest held over the summer. He expected the publicizing of the program to occur in November, the entry forms due in early December and winners announced by December 23, 2022.

ATTORNEY'S REPORT - None

VILLAGE DEPARTMENT REPORTS

- 1. Finance None
- 2. **Community Development** None
- 3. **Police** Chief DeLeo spoke about the upcoming, October 22, Trunk or Treat event at the Police Station.
- 4. Public Works None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins Village Clerk

VILLAGE OF NORTH AURORA COMMITTEE OF THE WHOLE MEETING MINUTES Monday, October 17, 2022

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

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

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

DISCUSSION

1. Tax Levy Estimate-

Administrator Bosco explained that the Village is beginning its tax levy process, with the first step being an estimated tax levy.

Finance Director Paprocki stated that an error had been detected in the numbers provided in the meeting packets, therefore his presentation numbers would not match the previously provided packets.

Paprocki stated that he would present the calculated levy estimates during his presentation and at the next Village Board meeting the discussed estimate would come back for Board approval, then the Truth in Taxation notice would be distributed to newspapers, a public hearing would be held on December 5, 2022 followed by a Village Board vote that same evening.

In 2021 the Village extended a levy of \$2,690,000 that was based off a 1.4% CPI and new construction increases. The Village actually extended \$2,661,553 of that amount due to the PTELL cap, 53% of those funds were used to fund the police pension.

Paprocki explained that with PTELL limits the increase in the annual property tax levy to the annual change in the Consumer Price Index or 5%, whichever is less. The Village is able to capture any increases in the EAV related to new construction.

Paprocki stated that over the past nine years, CPI has averaged about 1.6%, in 2018 it was 2.1% but the Village chose to only take the new construction amount. He also said that CPI is at 8.2% for the current year.

Kane County released their estimates of the 2022 EAV, which projects the Village's EAV to be \$655,000,000 which is an increase of 7.6% from last year. Of that, \$502,000,800 is related to residential, there is also \$6.9 million of new construction. The existing property increases are about 6.5%, the residential portion of the existing construction went up 7% from last levy year. The new construction is

broken down to \$6.5 million in residential and \$400,000 in commercial. This projects to add about \$29,000 of additional property tax revenue.

Paprocki explained that funding for the police pension is a major factor of the levy. The Village has a policy to have the pension 100% funded by year 2040, the state minimum is 90% by 2040. The funding recommendation from the 2022 actuarial valuation for the police fund went from \$1,443,000 to \$1,652,000, an increase of over \$200,000. This increase was due to updated mortality, retirement, disability and termination rate tables as well as assumed salary increase rates and lower than expected investment returns.

Paprocki presented the three prepared levy options to the Board, which included 0% CPI with new construction. 2% CPI with new construction and 5% CPI with new construction. He stated that the staff recommended the 2% option. The 2% option would yield \$2,744,000, \$800,000 would be for general fund purposes, \$1,653,000 to the police pension fund and the remainder to the insurance fund.

The tax rate would be estimated at .418%.

Paprocki went in to more detail about the reasons behind the Village's suggestion of 2%.

Trustees Curtis and Carroll expressed concern about raising residents' property taxes at all with a looming recession. Trustee Curtis suggested that the Village should rely on sales tax income to cover the difference in the amount the increase would have provided. Trustee Salazar expressed concern about the increase of the police pension fund contribution and the impact the predicted recession may have on sales tax revenue. Trustee Niedzwiedz stated that while he may agree with not wanting the Village to take the 2%, he worries that if the Village took zero for this current year more may have to be taken in subsequent years to offset. Trustee Curtis countered that historically that had not been an issue.

Trustee Lowery stated that he was opposed to the Village taking 5% but was okay with 2%. He also suggested 1.6% which was the average CPI over the past nine years.

Administrator Bosco explained that the Village is highly dependent on sales tax revenues. The increase in the suggested contribution to the police pension fund, salary increases, future employees as well as many other factors were taken into consideration for the staff's recommendation.

Trustee Carroll spoke about other taxing bodies, such as the park district and fire protection district and their ability to levy up to 5% as well. He expressed concern that others will take the opportunity to levy a full 5% raising property taxes, he stated that anything the Village could save the taxpayers, it should.

Mayor Gaffino said that he believed that the Board agreed that no one wanted to raise property taxes, he then asked if Paprocki thought the Village was in a good position with sales tax revenues, specifically with sales of vehicles. Paprocki stated that it was hard to predict, with interest rates rising it was hard to say if people would continue to want to finance auto loans. Paprocki said that sales taxes have been projected to decrease a little.

Trustee Guethle expressed concern about levying 0% due to the increase in the contribution to police pension fund.

Mayor Gaffino stated that he was interested in levying 0% in a good will gesture to residents in a trying economic time.

Despite some concerns about whether or not sales tax revenue can generate enough revenue throughout the year to make up the difference of passing on a 2% levy, the Board agreed to levying 0% and capturing new construction.

2. Towne Center Plat

Community & Economic Development Director Mike Toth introduced representatives from Rhino Investments Group who had recently purchased the inline commercial space between Target and JCPenny located in Towne Center. Rhino Investments was looking to subdivide some of the space, with Towne Center in a PUD and governed by an annexation agreement, the subdivision plat would be considered a minor change and would need Village Board approval.

Jon Wall of Rhino Investments Group presented to the Village Board their plan to subdivide one lot in to six, ultimately allowing for the opportunity to sell in pieces although the group had no current plans on selling.

Wall informed the Board that the group had been working on maintaining the leases with current tenants and procuring new ones. They recently signed a lease with Kids Empire and Hallmark which would bring the Towne Center to 90% occupied.

Wall stated that Rhino Investments had also recently resealed the parking lot as well as a restriping.

There was discussion about the Group's approach to maintaining the property with an Owners Easement Agreement and Common Area Maintenance (CAM). Michael Sanchez of Rhino Investments Group joined in the conversation.

There was further discussion about the appearance of the property and what can be done to make the property more aesthetically appealing.

Trustee Carroll asked for clarification on Rhino Investments Group's future plans for the units. The gentlemen explained that while currently there are not any plans of selling off subdivided units, it would be an option in the future.

Trustee Niedzwiedz asked Director Toth if he had any concerns about the development, Toth explained that he had originally had concerns about the property maintenance but stated that through discussions his concerns have eased. He also had concerns about cross access between all of the properties but the subdivision plan has cross access. Toth stated that any of his concerns had been addressed.

The Village Board was in favor of moving forward with the resubdivision.

EXECUTIVE SESSION

1. Land Acquisition

ADJOURNMENT TO EXECUTIVE SESSION

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

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

<u>ADJOURNMENT</u> Motion to adjourn made by Trustee Guethle and seconded by Trustee Salazar. All in favor. Motion approved.

Respectfully Submitted,

Jessi Watkins Village Clerk

Accounts Payable VILLAGE OF To Be Paid Proof List User: ablaser Printed: 10/18/2022 - 4:26PM Batch: 00504.10.2022 Crossroads on the Fox Description Inv Date Pmt Date **Amount Account** Acct Name Invoice # fV ~ it C _

Circuit Court of Kane Co 028120 Bond Fee	o -	500.00	01-385-3890	Misc Revenue	10182022	10/18/2022 10/18/	/2022
	Total:	500.00	*Vendor Total				
	Report Total:	500.00					

Accounts Payable

To Be Paid Proof List

 User:
 ablaser

 Printed:
 11/02/2022 - 4:10PM

 Batch:
 00505.10.2022



Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Ace Hardware 000030							
Pickers, Paint		117.94	01-445-4530	Public Grounds/Parks Maint	09302022	9/30/2022	11/07/2022
Т	Total:	117.94	*Vendor Total				
Acres Enterprises, Inc.							
048740 Tree Planting Program		34,850.00	01-445-4532	Tree Service	PLNN 446882	10/25/2022	11/07/2022
Т	Total:	34,850.00	*Vendor Total				
ADT							
ADT 048240 Alarm Monitoring- VH		271.71	01-445-4520	Public Buildings Rpr & Mtce	949599479	10/11/2022	11/07/2022
Т	Total:	271.71	*Vendor Total				
AIM 046510							
Flex125- Oct 2022		154.00	01-430-4267	Finance Services	00036559	11/1/2022	11/07/2022
Т	Total:	154.00	*Vendor Total				
Air Services Company 468256							
Air Compressor Maint- TPs		1,451.00	60-445-4567	Treatment Plant Repair/Maint	442946	10/13/2022	11/07/2022
Т	Total:	1,451.00	*Vendor Total				
Alarm Detection Systems of IL 000060							
Alarm Monitoring- TPs Alarm Monitoring- VH, PW Gar, PD			60-445-4652 01-445-4652	Phones and Connectivity Phones and Connectivity	183240-1022 98501-1026		11/07/2022 11/07/2022
Alarin Monitoring- VH, PW Gar, PD	_	1,339.80	01-445-4052	Phones and Connectivity	98501-1020	10/9/2022	11/07/2022
Т	Total:	2,137.80	*Vendor Total				
Anderson Pest Solutions 019770							
Pest Control- VH/ Nov 2022			01-445-4520	Public Buildings Rpr & Mtce	29083722	11/6/2022	11/07/2022
Pest Control- PD/ Nov 2022 Pest Control- TPs/ Nov 2022			01-445-4520 60-445-4567	Public Buildings Rpr & Mtce Treatment Plant Repair/Maint	29086780 29087146	11/6/2022 11/6/2022	11/07/2022 11/07/2022
т	Total:		*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aurora Area Convention 003770 Roadway Inn/ Aug 2022		,	15-430-4752	90% Tourism Council	10122022		11/07/2022
Roadway Inn/ Sept 2022	Total:		15-430-4752 *Vendor Total	90% Tourism Council	10192022	10/19/2022	11/07/2022
Axon Enterprise, Inc. 051680							
Body Camera License Signal Sidearm Kit & Battery	_		71-430-4870 71-430-4870	Equipment Equipment	INUS104841 INUS106323		11/07/2022 11/07/2022
	Total:	2,532.00	*Vendor Total				
BDK Door Company 030150 Door Repair- CommDev		185.00	01-445-4520	Public Buildings Rpr & Mtce	805063337	10/6/2022	11/07/2022
	Total:	185.00	*Vendor Total				
Beacon News 025450							
Newspaper Renewal	Total:		01-410-4799 *Vendor Total	Misc. Expenditures	09272022	9/27/2022	11/07/2022
Brown & Brown Of Illinois, Inc.	ioui.	1,2.13	venuor rotar				
000520 Notary- McKiness		30.00	01-440-4799	Misc.	10191691	10/20/2022	11/07/2022
	Total:	30.00	*Vendor Total				
Camic Johnson, LTD. 03989 Legal Fees		350.00	01-440-4260	Legal	141	10/6/2022	11/07/2022
	Total:	350.00	*Vendor Total				
Capital Printing & Die Cutting, I 468305	nc						
EMA Squad Graphics Graphics			01-440-4558 01-440-4558	Emergency Management Emergency Management	INV-1439 INV-1440		11/07/2022 11/07/2022
	Total:	2,157.50	*Vendor Total				
Carus Corporation 033300 WTP HMO Chamical		1 220 40	60 445 4427	Chamicala Water Treatment	SI S 1010270	10/6/2022	11/07/2022
WTP HMO Chemical ETP HMO Chemical	_		60-445-4437 60-445-4437	Chemicals - Water Treatment Chemicals - Water Treatment	SLS 1010378 SLS 1010378		11/07/2022 11/07/2022
	Total:	2,321.34	*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Chicago Communications LLC 468149							
Squad Repair- Squad #80		50.00	01-440-4511	Vehicle Repair and Maint	339684	10/27/2022	11/07/2022
	Total:	50.00	*Vendor Total				
Cintas Corporation							
041590							
Towel & Rug Cleaning- PW Garage First Aid Supplies- PW Garage			01-445-4520 01-445-4870	Public Buildings Rpr & Mtce Equipment	4133993886 5128790901	10/11/2022 10/14/2022	
	Total:	148.47	*Vendor Total				
City of Aurora 027870							
Water Sample Analysis- Sept 2022		484.50	60-445-4562	Testing (water)	221092	10/7/2022	11/07/2022
Dispatch Fees- 2021		130,277.82	01-440-4653	Dispatching Services	221160	10/13/2022	11/07/2022
	Total:	130,762.32	*Vendor Total				
Coffman Truck Sales, Inc.							
000320		40.00	01-445-4511	Vehicle Repair and Maint	381962	10/6/2022	11/07/2022
Safety Test- Truck #165 Safety Test- Truck #147			01-445-4511	Vehicle Repair and Maint	381962	10/6/2022	11/07/2022
Safety Test- Truck #177			01-445-4511	Vehicle Repair and Maint	382117	10/6/2022	11/07/2022
Safety Test- Truck #180		40.00	01-445-4511	Vehicle Repair and Maint	382379	10/7/2022	11/07/2022
Safety Test- Truck #178		40.00	01-445-4511	Vehicle Repair and Maint	382395	10/7/2022	11/07/2022
	Total:	200.00	*Vendor Total				
Coleman & Lori Connolly							
468356							
Water Credit Refund			60-320-3340	Water Collections	10262022-01		
Sewer Maint Credit Refund		0.60	18-320-3350	Sewer Collection	10262022-02	10/26/2022	11/07/2022
	Total:	20.30	*Vendor Total				
Collins Law Enforcement Sales, In	ıc						
468122 Vest- Ramirez		615.00	01-440-4160	Uniform Allowance	09-07-2022-N	9/7/2022	11/07/2022
	Total:	615.00	*Vendor Total				
Commercial Tire Services, Inc. 038680							
Tire Repairs- Truck #192		100.50	01-445-4511	Vehicle Repair and Maint	3330036637	10/4/2022	11/07/2022
Tire (6)- Truck #180		2,969.06	01-445-4511	Vehicle Repair and Maint	3330036747	10/11/2022	11/07/2022
	Total:	3,069.56	*Vendor Total				
Commonwealth Edison							
000330 Street Lights/ 4 S Willowway		84 17	10-445-4660	Street Lighting and Poles	0146092024	10/6/2022	11/07/2022
Succi Lights/ 4 S willowway			10-445-4660	Street Lighting and Poles	0146092024		11/07/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Street Lights/ 1901 Orch Gateway		1.44	10-445-4660	Street Lighting and Poles	0835082016	10/5/2022	11/07/2022
Silo Lighting/ 8W State Str		82.20	01-445-4660	Street Lighting	1047147081	10/6/2022	11/07/2022
Street Lights/ 1051 Kettle Ave		13.89	10-445-4660	Street Lighting and Poles	1083133047	10/5/2022	11/07/2022
Water Tower Electric		37.06	60-445-4662	Utility	1313136025	10/7/2022	11/07/2022
Street Lights/ 1200 Orch Gateway		98.88	10-445-4660	Street Lighting and Poles	1344158042	10/6/2022	11/07/2022
Street Lights/ Rt56 & Rt25		74.83	10-445-4660	Street Lighting and Poles	1425064018	10/10/2022	11/07/2022
Street Lights/ Orch Gateway & Deer	path	22.72	10-445-4660	Street Lighting and Poles	1776122038	10/6/2022	11/07/2022
Street Lights/ Orchard & Oak	•	156.79	10-445-4660	Street Lighting and Poles	1875021089	10/6/2022	11/07/2022
Street Lights/ Comiskey & Orch		89.77	10-445-4660	Street Lighting and Poles	2313121105	10/6/2022	11/07/2022
Street Lights/ 1600 Orch Gateway		92.91	10-445-4660	Street Lighting and Poles	2579039064	10/6/2022	11/07/2022
Street Lights/ Orch & White Oak		75.30	10-445-4660	Street Lighting and Poles	2963079050	10/6/2022	11/07/2022
Street Lights/ 19 N Lincolnway			10-445-4660	Street Lighting and Poles	2985029045		11/07/2022
Street Lights/ Orch & Orch Gateway			10-445-4660	Street Lighting and Poles	3147017028		11/07/2022
Street Eights/ Oren & Oren Guteway	-	107.55	10 +13 +000	Street Eighting and Foles	5147017020	10/0/2022	11/0//2022
	Total:	1,070.19	*Vendor Total				
Core & Main 039040							
Dual Check Back Flow Devices (90)	_	5,580.00	60-445-4480	New Meters, rprs. & Rplcmts.	R691991	11/12/2022	11/07/2022
	Total:	5,580.00	*Vendor Total				
Creekside Compost, LLC							
467909							
Pick-Up Loader From Painting		552.50	01-445-4511	Vehicle Repair and Maint	22-10-3117	10/22/2022	11/07/2022
Log Disposal		26.25	01-445-4532	Tree Service	22-10-3124	10/22/2022	11/07/2022
	Total:	578.75	*Vendor Total				
D&A Powertrain Components, IN	С						
467649							
Hoses- Truck #178		289.08	01-445-4511	Vehicle Repair and Maint	246343	10/5/2022	11/07/2022
Truck Parts		313.42	01-445-4511	Vehicle Repair and Maint	246480	10/12/2022	11/07/2022
Repair Springs- Truck #183	_	1,493.74	60-445-4511	Vehicle Repair and Maint	246630	10/19/2022	11/07/2022
	Total:	2,096.24	*Vendor Total				
Dave Hansen							
468301 Food At GIS IL Conf- Reimb		13.40	01-441-4370	Conferences & Travel	10312022	10/31/2022	11/07/2022
	– Total:	13.40	*Vendor Total				
	Totul.	15.40	venuor rotar				
De Nora MIOX Corporation							
038050 MIOX Power Supply		13 985 70	60-445-4567	Treatment Plant Repair/Maint	9200063825	9/26/2022	11/07/2022
WIGA I ower Suppry	_	15,985.79	00-445-4507	meannent i fant Repair/Mann	9200003823	9/20/2022	11/07/2022
	Total:	13,985.79	*Vendor Total				
Dell Marketing L. P.							
024370		1	51 430 4050		10/00000000	10/7/2020	11/07/2022
Desk Tops (2)	-	1,352.96	71-430-4870	Equipment	10620228021	10/7/2022	11/07/2022
	Total:	1,352.96	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Display Sales						
017010						
Short Pay On INV-033531	10.00	01-490-4761	Beautification Committee	INV-033531-	29/27/2022	11/07/2022
Christmas Lights	2,308.00	01-490-4761	Beautification Committee	INV-033719	10/10/2022	11/07/2022
Т	otal: 2,318.00	*Vendor Total				
Drendel & Jansons Law Group						
028580			× .		= 10 1 10 0 0 0	11/05/2020
Legal Srvcs- CommDev/ July 2022		01-441-4260	Legal	2136	7/31/2022	11/07/2022
Legal Srvcs- CommDev/ Aug 2022	,	01-441-4260	Legal	2650	8/31/2022	11/07/202
Legal Srvcs- Randall Crossing/ July 20		90-000-E056	Randall Crossing Mixed Use	2926	8/31/2022	11/07/202
Legal Srvcs- Pharmacann/ July 2022		90-000-E247	161 S Lincolnway - PharmaCan		8/31/2022	11/07/2022
Legal Srvcs- PD/ Sept 2022 Legal Srvcs- Aurora Packing/ Sept 202		01-440-4260 90-000-E248	Legal	3143 3148	9/30/2022 9/30/2022	11/07/2022 11/07/2022
Legal Srvcs- CommDev/ Sept 202		90-000-E248 01-441-4260	Aurora Packing Company		9/30/2022	11/07/2022
	,	01-441-4260	Legal	3149 3150	9/30/2022	11/07/2022
Legal Srvcs- Gen, Fin, Admin/ Sept 20	4,135.18	01-430-4200	Legal	3130	9/30/2022	11/07/2022
Т	otal: 14,628.54	*Vendor Total				
Engineering Enterprises, Inc.						
467917		01 450 45		75205	10/01/000	11/08/202
Eng Srvcs- Orchard Gateway Ph1/ Sep		21-450-4255	Engineering	75395	10/21/2022	
Eng Srvcs- Well #5 Modification/ Sept		60-463-4255	Engineering	75396	10/21/2022	
Eng Srvcs- Airport & Rt31 Design	,	12-438-4255	Engineering	75397	10/21/2022	
Eng Srvcs- Rd Resurfacing Ph3	2,191.00	21-450-4255	Engineering	75398	10/21/2022	11/0//2022
Т	otal: 20,610.00	*Vendor Total				
Euclid Managers						
049670 Short-Term Disability- Nov 2022	441.42	01-000-2057	Short-Term Disability	10122022	10/12/2022	11/07/2022
			·			
16	otal: 441.42	*Vendor Total				
Faganel Builders LLC						
023110 Water Credit Refund	10.11	60-320-3340	Water Collections	10252022-01	10/25/2022	11/07/2022
Sewer Maint Credit Refund	0.39		Sewer Collection	10252022-01		
Т	otal: 10.50	*Vendor Total				
Feece Oil						
031060	1 1 / 0 07	71 000 1240	Car/Disart F	2024929	10/10/2022	11/07/2024
Diseal Fuel Mid Crada Fuel	,	71-000-1340	Gas/Diesel Escrow	3924838	10/10/2022	
Mid-Grade Fuel	5,818.60	71-000-1340	Gas/Diesel Escrow	3924839	10/10/2022	11/07/2022
T	otal: 6,978.87	*Vendor Total				
Fifth Third Bank						
028450 Honda Generator/ Amazon	1 100 00	01 115 1070	Equipment	BD00272022	0/7/2022	11/07/2024
Honda Generator/ Amazon	,	01-445-4870	Equipment	BR09272022		11/07/2022
Mower Cap-End/ Ralph Helm		01-445-4510	Equipment/IT Maint	BR09272022		11/07/2022
Portable Generator/ Amazon	1,199.00	01-445-4870	Equipment	BR09272022	9/15/2022	11/07/2022

Description	Amount	Account	Acct Name	Invoice # Inv	Date	Pmt Date
Brackets For Van #162/ Thunder CDJR	40.24	01-445-4511	Vehicle Repair and Maint	BR09272022-9/20)/2022	11/07/2022
Seatbelt Buckle- Car #75/ Fordparts	283.11	01-445-4511	Vehicle Repair and Maint	BR09272022-9/21	/2022	11/07/2022
Choke Knob/ Amazon	24.49	01-445-4510	Equipment/IT Maint	BR09272022-9/21	/2022	11/07/2022
Silo Streaming Camera/ IBEAM	50.00	01-430-4799	Misc.	DA09272022-8/30)/2022	11/07/2022
Silo Streaming Camera/ IBEAM	50.00	01-430-4799	Misc.	DA09272022-8/30)/2022	11/07/2022
Silo Streaming Camera- Jan 2022/ IBEAM	50.00	01-430-4799	Misc.	DA09272022-8/30)/2022	11/07/2022
Silo Streaming Camera- Aug 2022/ IBEAM	50.00	01-430-4799	Misc.	DA09272022-8/30)/2022	11/07/2022
ID Card Printer Ribbon/ Amazon	60.00	01-440-4411	Office Expenses	DA09272022-8/30)/2022	11/07/2022
Monitor Stands/ Amazon	166.20	01-430-4420	IT Supplies	DA09272022-9/1/	2022	11/07/2022
Monitor Stands, Cables, Mouse/ Amazon	564.03	01-430-4420	IT Supplies	DA09272022-9/1/	2022	11/07/2022
TV For VH Lg Conf Room/ Target	599.99	71-430-4870	Equipment	DA09272022-9/7/	2022	11/07/2022
Laptop Docking Station- IT/ Amazon	199.99	01-430-4420	IT Supplies	DA09272022-9/13	3/2022	11/07/2022
Wireless Keyboard & Mouse/ Amazon	27.99	01-430-4420	IT Supplies	DA09272022-9/14	/2022	11/07/2022
TV Top Shelf Stands (2)/ Amazon	23.74	01-430-4420	IT Supplies	DA09272022-9/15	5/2022	11/07/2022
Wireless Presentation Device/ Amazon	14.69	01-430-4420	IT Supplies	DA09272022-9/17	/2022	11/07/2022
USB, Wifi Adapter/ Amazon	44.89	01-430-4420	IT Supplies	DA09272022-9/18	3/2022	11/07/2022
LED Lights- Special Events/ Amazon	79.97	01-490-4759	Community Events	DA09272022-9/18	3/2022	11/07/2022
Dexktop UPS (3)/ Amazon	239.97	01-430-4420	IT Supplies	DA09272022-9/23		11/07/2022
Squad Laptop Repair/ Paypal		01-440-4511	Vehicle Repair and Maint	DA09272022- 9/22		11/07/2022
Mayor Trunk Or Treat Event/ Amazon	155.44	01-490-4759	Community Events	DA09272022-9/25		11/07/2022
Vehicle Registration/ ILSOS		01-440-4799	Mise.	DC09272022- 8/29		11/07/2022
Polaris Ranger Repair/ Ron's Automotive	561.53		Vehicle Repair and Maint	DC09272022-9/9/		11/07/2022
COP Handouts/ Amazon		01-440-4799	Mise.	DC09272022-9/9/		11/07/2022
Less Lethal Parts/ Amazon		01-440-4383	Firearm Training	DC09272022- 9/14		11/07/2022
Business Cards/ Fast Color Print		01-440-4411	Office Expenses	DC09272022- 9/21		11/07/2022
k9 Vehicle Tint/ Premier Tint Pro	150.00	01-440-4411	Office Expenses	DC09272022- 9/21		11/07/2022
Squad Washes- Aug/ Judges	328.00	01-440-4411	Vehicle Repair and Maint	JD09272022-(9/1/		11/07/2022
Ribbon For Safe IDs/ Amazon	-170.32		Vehicle Repair and Maint	JD09272022-(9/1/		11/07/2022
		01-440-4311		JD09272022-(9/4/		11/07/2022
Fall Displays/ Lions Club Holster/ Safariland	270.00 242.25	01-440-4498	Community Service			11/07/2022
			Firearm Training	JD09272022-(9/15		11/07/2022
Office Supplies/ Office Depot		01-440-4411	Office Expenses	JD09272022-(9/22		
Food For Social Worker Party/ Raimondos Pizz	150.11	01-440-4799	Misc.	JD09272022-(9/23		11/07/2022
Hard Drives/ Office Depot	341.79		Office Expenses	JD09272022-(9/23		11/07/2022
Investigations Database/ TLO Transunion	184.00	01-440-4555	Investigations	JG09272022-(9/1/		11/07/2022
Applicant Background Services/ IN Guardian A		01-440-4555	Investigations	JG09272022-(9/13		11/07/2022
Investigations App/ Apple.com	10.74	01-440-4555	Investigations	JG09272022-(9/15		11/07/2022
Badge Order/ Entemann-Rovin		01-440-4160	Uniform Allowance	JG09272022-(9/19		11/07/2022
Badge Order/ Entemann-Rovin		01-440-4160	Uniform Allowance	JG09272022-(9/19		11/07/2022
Badge Order/ Entemann-Rovin		01-440-4160	Uniform Allowance	JG09272022-(9/19		11/07/2022
Badge Order Credit/ Entemann-Rovin		01-440-4160	Uniform Allowance	JG09272022-(9/20		11/07/2022
Badge Order/ Entemann-Rovin		01-440-4160	Uniform Allowance	JG09272022-(9/20		11/07/2022
Molle For Taser/ CopQuest	107.38	01-440-4870	Equipment	MQ09272022 8/30)/2022	11/07/2022
Scale Drone Blades/ Amazon	233.35	01-440-4870	Equipment	MQ09272022 9/1/		11/07/2022
Drone Memory Cards/ Amazon	122.22	01-440-4555	Investigations	MQ09272022 9/7/	2022	11/07/2022
Charging Cables/ Amazon	46.20	01-440-4555	Investigations	MQ09272022 9/17	//2022	11/07/2022
Conference Fee (3)/ IL Tactical Off Conf SWA1	1,170.00	01-440-4370	Conferences & Travel	MQ09272022 9/19	0/2022	11/07/2022
PBT Tank Credit/ Intoximeters	-162.00	01-440-4870	Equipment	MQ09272022 9/22	2/2022	11/07/2022
Uniforms Chaplin, SRO, K9/ Cops Plus	135.42	01-440-4160	Uniform Allowance	MQ09272022 9/21	/2022	11/07/2022
Training- Jensen/ Force Science Institute	1,650.00	01-440-4370	Conferences & Travel	MQ09272022 9/23	3/2022	11/07/2022
APA Membership- Hansen/ APA	99.00	01-441-4390	Dues & Meetings	MT09272022 9/19	0/2022	11/07/2022
Prof Development Training/ ILCMA	65.00	01-430-4380	Training & Testing	SB09272022- 8/30)/2022	11/07/2022
Pizza For Staff River Clean-Up Event/ Raimon	161.31	01-490-4799	Misc. Expenditures	SB09272022- 9/16	5/2022	11/07/2022
Crossing Guard Equipment/ Galls	75.60	01-440-4558	Emergency Management	SBZ092720228/30		11/07/2022
Crossing Guard Equipment/ Galls		01-440-4558	Emergency Management	SBZ092720229/2/		11/07/2022
Body Camera Mounts/ Axon		01-440-4557	Evidence Processing	SBZ092720229/1/		11/07/2022
ALICE Training- McCoy/ Navigate 360		01-440-4370	Conferences & Travel	SBZ092720229/2/		11/07/2022
ALICE Training- Buziecki/ Navigate 360		01-440-4370	Conferences & Travel	SBZ092720229/2/		11/07/2022
Dinner At IEMA Conf/ Wyndham	19.27		Conferences & Travel	SBZ092720229/6/		11/07/2022
	17.41	01 TTUTJ/0	Comprehences & mayor	0000074140447/0/		11/0//2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Gas-IEMA Conf/ Casey's Hotel- IEMA Conf/ Wyndham Photo For Social Media Graphic/ iS PD Job Ad/ IL Assoc Chief Of Polic	*	290.70 12.00	01-440-4440 01-440-4370 01-440-4799 01-440-4799	Gas & Oil Conferences & Travel Misc. Misc.	SBZ0927202 SBZ0927202 SBZ0927202 SBZ0927202	29/9/2022 29/20/2022	11/07/2022 11/07/2022 11/07/2022 11/07/2022
	Total:	15,923.15	*Vendor Total				
Foster & Foster, Inc.							
050630 Actuary Valuation- PD		7,164.00	01-430-4267	Finance Services	25033	10/27/2022	11/07/2022
	Total:	7,164.00	*Vendor Total				
Fox Metro 029650							
New Service Inspections (14)		570.00	60-445-4480	New Meters, rprs. & Rplcmts.	10112022	10/11/2022	11/07/2022
	Total:	570.00	*Vendor Total				
Frank Marshall Electric 028510							
Automatic Transfer Switch ETP Ge Well #5 Cable Megging	nerator	,	60-467-4875 60-467-4875	Capital Improvements Capital Improvements	91387 91389		11/07/2022 11/07/2022
	Total:	27,952.95	*Vendor Total				
Gerald Ford							
467768 Squad Repair		242.45	01-440-4511	Vehicle Repair and Maint	6043102	8/31/2022	11/07/2022
	Total:	242.45	*Vendor Total				
Geu & Kangbow Chang							
468355 Water Credit Refund Sewer Maint Credit Refund			60-320-3340 18-320-3350	Water Collections Sewer Collection	10252022-01 10252022-02		
	Total:	162.75	*Vendor Total				
Global Water Technology, Inc.							
467862 Water Treatment- VH & PD		210.00	01-445-4520	Public Buildings Rpr & Mtce	75569	10/15/2022	11/07/2022
	Total:	210.00	*Vendor Total				
Government Finance Offcrs Assn							
026740 GFOA Membership- Flatt		150.00	01-430-4390	Dues & Meetings	0299958	10/11/2022	11/07/2022
	Total:	150.00	*Vendor Total				
Hach Company							
014100 Analyzer Reagents & Supplies		604.59	60-445-4567	Treatment Plant Repair/Maint	13286770	10/14/2022	11/07/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Water Test Reagents Chlorine Test Reagent			60-445-4567 60-445-4567	Treatment Plant Repair/Maint Treatment Plant Repair/Maint	13300173 13302603		11/07/2022 11/07/2022
	Total:	2,060.25	*Vendor Total				
Hey and Associates, Inc.							
040900 Inspections & Weed Killing		1,550.00	17-032-4533	Maintenance	17-0006-1564	10/19/2022	11/07/2022
	Total:	1,550.00	*Vendor Total				
Houseal Lavigne Associates, LLC 467756							
Comprehensive Plan Update	-	3,025.00	01-441-4280	Consulting Fees	5824	10/26/2022	11/07/2022
	Total:	3,025.00	*Vendor Total				
Illinois Section American WWA 025350							
Fall Regulatory Update- Hake Fall Regulatory Update- Kennedy			60-445-4380 60-445-4380	Training Training	200075782 200075899		11/07/2022 11/07/2022
	Total:	192.00	*Vendor Total				
Integrated Equipment Sales LLC							
468357 Park Storage Container		2,450.00	01-445-4530	Public Grounds/Parks Maint	SC6258	10/20/2022	11/07/2022
	Total:	2,450.00	*Vendor Total				
iTouch Biometrics LLC							
468238 Booking Live Scan		14,570.00	01-440-4496	DUI Prevention (DUI Fines)	5622	10/11/2022	11/07/2022
	Total:	14,570.00	*Vendor Total				
JVM Randal Highlands							
468218 Water Credit Refund			60-320-3340	Water Collections	10252022-01		
Sewer Maint Credit Refund Water Credit Refund			18-320-3350 60-320-3340	Sewer Collection Water Collections	10252022-02 10252022-03		
Sewer Maint Credit Refund			18-320-3350	Sewer Collection	10252022-04		
	Total:	229.26	*Vendor Total				
Kane County Animal Control 031620							
Animal Control- Sept 2022		308.00	01-440-4523	Animal Control	10062022	10/6/2022	11/07/2022
	Total:	308.00	*Vendor Total				
Kimball Midwest							
467916 Dielectric & Wheel		38 40	01-445-4510	Equipment/IT Maint	100213604	10/18/2022	11/07/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Terminals		351.76	01-445-4510	Equipment/IT Maint	100394858	10/14/2022	11/07/2022
	Total:	390.16	*Vendor Total				
Konica Minolta							
024860		<i></i>	01 440 4510		2020000227	0/20/2022	11/07/2020
Copier Maint- PD/ Sept 2022 Copier Maint- PD/ Sept 2022			01-440-4510 01-440-4510	Equipment/IT Maint	2828900337	9/30/2022	11/07/2022
Copier Maint- PD/ Sept 2022			01-440-4510	Equipment/IT Maint Equipment/IT Maint	282893058 282893607	9/30/2022 9/30/2022	11/07/2022 11/07/2022
Copier Maint- PD/ Sept 2022			01-440-4510	Equipment/IT Maint	282893007	9/30/2022	11/07/202
Copier Maint- PD/ Sept 2022			01-440-4510	Equipment/IT Maint	282893711	9/30/2022	11/07/202
opior Wallet 1 D/ Sept 2022				Equipment I Munit	202093710	715012022	11/07/202
	Total:	375.88	*Vendor Total				
Marberry Cleaners							
008430 Prisoner Blankets (6)		24.00	01-440-4450	Prisoner Mtce & Supplies	13727	9/30/2022	11/07/202
					10/2/	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	11/0//202
	Total:	24.00	*Vendor Total				
Mary Licar							
042420 Police Pension Board Meeting 10/1	18/22	50.00	01-410-4015	Pension Board-Mtgs Per Diem	10182022	10/18/2022	11/07/202
	Total:	50.00	*Vendor Total				
Mc Cue Builders							
)31350 Fanner Trail Bike Path Grading		2,520.00	21-456-4875	Capital Improvements	09302022	9/30/2022	11/07/202
	Total:	2,520.00	*Vendor Total				
And Flatin Community Inc							
Meade Electric Company, Inc. 027140							
Cable Locate- Randall & Oak		233.87	01-445-4545	Traffic Signs & Signals	702244	10/10/2022	11/07/202
	Total:	233.87	*Vendor Total				
Menards							
16070							
Coat Hook			01-445-4520	Public Buildings Rpr & Mtce	93498-01	10/5/2022	11/07/202
Concrete Mix			01-445-4543	Sidewalks Rpr & Mtce	93498-02	10/5/2022	11/07/202
Supplies, Tools, Filters			60-445-4567	Treatment Plant Repair/Maint	93643	10/10/2022	
Cool Storage, Form Holder			60-445-4567	Treatment Plant Repair/Maint	93756	10/10/2022	
arp & Straps			01-445-4510	Equipment/IT Maint	93773	10/10/2022	
Plywood For Leaf Box			01-445-4510	Equipment/IT Maint	93776	10/10/2022	
Plywood For Leaf Box			01-445-4510	Equipment/IT Maint	93826	10/11/2022	
Light Bulbs			01-445-4870	Equipment	93982	10/13/2022	
ig Saw, Blades			01-445-4870	Equipment	94203	10/17/2022	
Faucent For Sampling			60-445-4567	Treatment Plant Repair/Maint	94210	10/17/2022	
Refrig Water Filters (3)- VH		87.00		Public Buildings Rpr & Mtce	94246	10/18/2022	
Head Lamp			01-445-4870	Equipment	94274	10/18/2022	
Stud Extractor, Wrench, Drill Bit			01-445-4870	Equipment	94319	10/19/2022	
Ear Protection			01-445-4870	Equipment	94379-01	10/20/2022	
Custodial Supplies		150.21	01-445-4421	Custodial Supplies	94379-02	10/20/2022	11/07/202

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total	1 271 97	*Vender Total				
	Total:	1,2/1.8/	*Vendor Total				
METRONET							
467874							
Phone, Internet 10/24 - 11/23			01-430-4652	Phones and Connectivity	10242022-01		
Phone, Internet 10/24 - 11/23			01-445-4652	Phones and Connectivity Phones and Connectivity	10242022-02		
Phone, Internet 10/24 - 11/23 Phone, Internet 10/24 - 11/23			60-445-4652 01-441-4652	Phones and Connectivity Phones and Connectivity	10242022-03 10242022-04		
Phone, Internet 10/24 - 11/23			01-440-4652	Phones and Connectivity	10242022-04		
	T . 1			·			
	Total:	4,668.34	*Vendor Total				
Aicro Technology Services, Inc. 41630							
PD Panic System Hardware Upgrad	le	16,750.00	71-430-4870	Equipment	00928158	10/7/2022	11/07/202
	Total:	16,750.00	*Vendor Total				
Midwest Awards 001540							
Village Board Name Plate- PW		25.95	01-445-4411	Office Expenses	35932-01	10/6/2022	11/07/202
illage Board Name Plate- PD		10.45	01-440-4411	Office Expenses	35932-02	10/6/2022	11/07/202
	Total:	36.40	*Vendor Total				
Mooney & Thomas, Pc							
001040							
Payroll Processing- Sept 2022			01-430-4267	Finance Services	9214903	9/30/2022	11/07/202
Police Pension Payment- Oct 2022		75.00	80-430-4581	Banking Services/Fees	9214905	9/30/2022	11/07/202
	Total:	865.00	*Vendor Total				
North Aurora NAPA, Inc.							
038730							
W Tools			01-445-4511	Vehicle Repair and Maint	421619	9/19/2022	11/07/202
Battery Charger			01-445-4511	Vehicle Repair and Maint	421677	9/20/2022	11/07/202 11/07/202
quad Parts- Squad #70 quad Parts- Squad #70			01-440-4511 01-440-4511	Vehicle Repair and Maint Vehicle Repair and Maint	421681 422150	9/20/2022 9/26/2022	11/07/202
Dil & Fuel Filters- Truck #194			01-445-4511	Vehicle Repair and Maint	422305	9/27/2022	11/07/202
Dil Filter- Truck #194			01-445-4511	Vehicle Repair and Maint	422303	9/27/2022	11/07/202
Squad Parts- Squad #73			01-440-4511	Vehicle Repair and Maint	422326	9/27/2022	11/07/202
Squad Parts- Squad #70		193.29	01-440-4511	Vehicle Repair and Maint	422348	9/28/2022	11/07/202
Squad Parts- Squad #70		39.63		Vehicle Repair and Maint	422502	9/29/2022	11/07/202
Flormarker		132.93		Vehicle Repair and Maint	422503	9/29/2022	11/07/202
Starter Button, Fuse, Wire- Truck #	181		01-445-4511	Vehicle Repair and Maint	422505	9/29/2022	11/07/202
ED Srb Mt- Truck #181		284.91	01-445-4511	Vehicle Repair and Maint	422514	9/29/2022	11/07/202
Halogen Rotr Minibar- Truck #162		481.12	01-445-4511	Vehicle Repair and Maint	422517	9/29/2022	11/07/202
Toggle Red- Truck #181		7.70	01-445-4511	Vehicle Repair and Maint	422533	9/29/2022	11/07/202
Serpentine Belt		17.93	01-445-4511	Vehicle Repair and Maint	422803	10/3/2022	11/07/202
Belt Air Conditioner		42.54	01-445-4511	Vehicle Repair and Maint	422804	10/3/2022	11/07/202
Step Bit		78.99	01-445-4511	Vehicle Repair and Maint	422961	10/5/2022	11/07/202
Brake HUB Resurfacing			01-445-4511	Vehicle Repair and Maint	422987	10/5/2022	11/07/202
Grommet, Plug			01-445-4511	Vehicle Repair and Maint	423004	10/5/2022	11/07/202
Pin Adj Disc			01-445-4511	Vehicle Repair and Maint	423025	10/5/2022	11/07/202
Air Filters (4)		223.24	01-445-4511	Vehicle Repair and Maint	423064	10/6/2022	11/07/202

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
PW Tools		30.89	01-445-4870	Equipment	423087	10/6/2022	11/07/2022
PW Tools		71.89	01-445-4511	Vehicle Repair and Maint	423089	10/6/2022	11/07/2022
Rain-X De-Icer		177.66	01-445-4511	Vehicle Repair and Maint	423175	10/7/2022	11/07/2022
Alarm		79.04	01-445-4511	Vehicle Repair and Maint	423419	10/11/2022	11/07/2022
Oil/ Brake Cleaner		52.72	01-445-4511	Vehicle Repair and Maint	423435	10/11/2022	11/07/2022
Air Line Separator		213.80	01-445-4511	Vehicle Repair and Maint	423708	10/14/2022	11/07/2022
Motor Tune-Up- Truck #160		18.98	01-445-4511	Vehicle Repair and Maint	423754	10/14/2022	11/07/2022
Screws		74.42	01-445-4511	Vehicle Repair and Maint	424036	10/18/2022	11/07/2022
Connector		12.79	01-445-4520	Public Buildings Rpr & Mtce	424041	10/18/2022	11/07/2022
Blue & Red Threadlock		15.84	01-445-4511	Vehicle Repair and Maint	424159	10/20/2022	11/07/2022
Power Inverter		81.78	01-440-4799	Misc.	424737	10/27/2022	11/07/2022
	Total:	3,815.54	*Vendor Total				
North East Multi-Regional							
001520		100.00	01 440 4200	T ::	212154	10/10/2022	11/07/2022
Training Class	_	400.00	01-440-4380	Training	312154	10/18/2022	11/07/2022
	Total:	400.00	*Vendor Total				
Office Depot							
039370							
Office Supplies		42.75	01-430-4411	Office Expenses	26581624400	10/17/2022	11/07/2022
Office Supplies		3.39	01-445-4411	Office Expenses	26581624400	10/17/2022	11/07/2022
Office Supplies		3.40	60-445-4411	Office Expenses	26581624400	10/17/2022	11/07/2022
Office Supplies		3.40	01-441-4411	Office Expenses	26581624400	10/17/2022	11/07/2022
Office Supplies		4.46	01-430-4411	Office Expenses	26788153300	9/29/2022	11/07/2022
Office Supplies		4.46	01-445-4411	Office Expenses	26788153300	9/29/2022	11/07/2022
Office Supplies		27.05	60-445-4411	Office Expenses	26788153300	9/29/2022	11/07/2022
Office Supplies		4.46	01-441-4411	Office Expenses	26788153300	9/29/2022	11/07/2022
Office Supplies		26.99	01-430-4411	Office Expenses	26788284800	9/29/2022	11/07/2022
Office Supplies		59.11	01-430-4411	Office Expenses	26867835100	9/30/2022	11/07/2022
Office Supplies		8.75	01-445-4411	Office Expenses	26867835100	9/30/2022	11/07/2022
Office Supplies		59.11	60-445-4411	Office Expenses	26867835100		11/07/2022
Office Supplies			01-441-4411	Office Expenses	26867835100		11/07/2022
Office Supplies			01-430-4411	Office Expenses	26893017400		11/07/2022
Office Supplies			01-445-4411	Office Expenses	26893017400		11/07/2022
Office Supplies			60-445-4411	Office Expenses	26893017400		11/07/2022
Office Supplies			01-441-4411	Office Expenses	26893017400		11/07/2022
Office Supplies		2.88		Office Expenses	27112048400		11/07/2022
Office Supplies			01-445-4411	Office Expenses	27112048400		11/07/2022
Office Supplies			60-445-4411 01-441-4411	Office Expenses	27112048400		11/07/2022 11/07/2022
Office Supplies				Office Expenses	27112048400		11/07/2022
File Cabinet		292.68	01-430-4411	Equipment Office Expenses	27112338500 27269181900		
Office Supplies Office Supplies			01-430-4411 01-445-4411	Office Expenses	27269181900		
Office Supplies			60-445-4411	Office Expenses	27269181900		
Office Supplies			01-441-4411	Office Expenses	27269181900		
Cougyh Drops			01-430-4411	Office Expenses	27269293900		
Cougyh Drops			01-445-4411	Office Expenses	27269293900		
Cougyh Drops			60-445-4411	Office Expenses	27269293900		
Cougyh Drops			01-441-4411	Office Expenses	27269293900		
	Total:	932.84	*Vendor Total				

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031590

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Admin/ Fin Legal- Sept 2022		564.00	01-430-4260	Legal	148928	9/30/2022	11/07/2022
	Total:	564.00	*Vendor Total				
Pace Analytical Services, LLC							
031940 Lead & Copper Sampling		184.08	60-445-4562	Testing (water)	19530844	10/5/2022	11/07/2022
	Total:	184.08	*Vendor Total				
Paddock Publications, Inc.							
026910 Public Hearing Notice		85.10	90-000-E128	Woodman's - Warehouse Addition	230637	10/9/2022	11/07/2022
	Total:	85.10	*Vendor Total				
Paddock Publications							
044240 Subscription Renewal 10/16 - 12/1		73.80	01-430-4411	Office Expenses	10162022	10/16/2022	11/07/2022
	Total:	73.80	*Vendor Total				
Peerless Network, Inc							
468245 PRI Village/ PD		419.86	01-440-4652	Phones and Connectivity	566420	10/15/2022	11/07/2022
	Total:	419.86	*Vendor Total				
Physicians Immediate Care, Nort	h Chicago LLC						
049540 Pre-Employment Drug Screening	0		01-440-4799	Misc.	4287757	10/5/2022	11/07/2022
	Total:	47.00	*Vendor Total				
Pitney Bowes Inc.							
017470 New Mail Meter Machine		274.96	01-430-4505	Postage	1021579931-((9/19/2022	11/07/2022
New Mail Meter Machine			01-445-4505	Postage	1021579931-0		11/07/2022
New Mail Meter Machine New Mail Meter Machine			60-445-4505 01-441-4505	Postage Postage	1021579931-(1021579931-(11/07/2022 11/07/2022
	Total:	1,099.82	*Vendor Total				
РРМ							
047970 Crack Sealing- 2022		71,390.00	10-445-4540	Streets & Alleys Rpr & Mtce	1915	10/4/2022	11/07/2022
	Total:	71,390.00	*Vendor Total				
Priority Products, Inc.							
041340 Screws, Bolts, Nuts, Washers		630.27	01-445-4511	Vehicle Repair and Maint	981487	10/7/2022	11/07/2022
, ,,			-	1			

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
- Total:	630.27	*Vendor Total				
Randy Voss						
468317 Police Pension Board Meeting 10/18/22	50.00	01-410-4015	Pension Board-Mtgs Per Diem	10182022	10/18/2022	11/07/2022
- Total:	50.00	*Vendor Total				
Rempe Sharpe & Associates						
000970	6 001 00	01 441 4255	Du sin suis s	29(00	10/12/2022	11/07/2022
Eng Srvcs- LV Lot Grading/ Sept 2022 Eng Srvcs- LV/ Sept 2022		01-441-4255 90-000-E232	Engineering DR Horton - FV Golf Course	28600 28601		11/07/2022 11/07/2022
Total:	8,417.75	*Vendor Total				
Reuland Food Service						
016330 Retirement Lunch For P Young	1,247.50	01-430-4799	Misc.	35822	9/23/2022	11/07/2022
- Total:	1,247.50	*Vendor Total				
Robyn, Stecklein						
022080 Police Pension Board Meeting 10/18/22	50.00	01-410-4015	Pension Board-Mtgs Per Diem	10182022	10/18/2022	11/07/2022
- Total:	50.00	*Vendor Total				
Ryan Peat						
045790 Police Pension Board Meeting 10/18/22	50.00	01-410-4015	Pension Board-Mtgs Per Diem	10182022	10/18/2022	11/07/2022
Total:	50.00	*Vendor Total				
Sebert Landscaping						
032840 Mowing SSA4- Sept 2022	1 157 00	17-004-4533	Maintenance	247516-01	9/30/2022	11/07/2022
Mowing SSA8- Sept 2022	1,065.00		Maintenance	247516-02	9/30/2022	11/07/2022
Mowing SSA9- Sept 2022	331.00	17-009-4533	Maintenance	247516-03	9/30/2022	11/07/2022
Mowing SSA11- Sept 2022 Mowing Public Property- Sept 2022		17-011-4533 01-445-4531	Maintenance Grass Cutting	247516-04 247516-05	9/30/2022 9/30/2022	11/07/2022 11/07/2022
- Total:	6,674.00	*Vendor Total				
SHI International Corp.						
047000						
Laptop For Squad	,	01-440-4496	DUI Prevention (DUI Fines)	B15954850		11/07/2022
Maint For New MDT	355.00	01-440-4496	DUI Prevention (DUI Fines)	B15960183	10/12/2022	11/07/2022
Total:	3,403.00	*Vendor Total				
SmithAmundsen LLC						
039030						

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	- Total:	558.00	*Vendor Total				
Springbrook Software LLC							
467920 Web Payment- Sept 2022		1,425.00	60-445-4510	Equipment/IT Maint	INV-010625	10/7/2022	11/07/2022
	Total:	1,425.00	*Vendor Total				
Susan Stricklin							
468354 Water Credit Refund Sewer Maint Credit Refund			60-320-3340 18-320-3350	Water Collections Sewer Collection	10252022-01 10252022-02		
Sewer Maint Creat Refund	- Total:		*Vendor Total	Sewer Concerton	10232022-02	10/23/2022	11/07/2022
	Total.	19.10	venuor rotar				
Swoboda Mark D. 027380							
Police Pension Board Meeting 10/1	-		01-410-4015	Pension Board-Mtgs Per Diem	10182022	10/18/2022	11/07/2022
	Total:	50.00	*Vendor Total				
Technology Management Rev Fu 007390	nd						
IWIN- Sept 2022	_	723.00	01-440-4652	Phones and Connectivity	T2307839	10/17/2022	11/07/2022
	Total:	723.00	*Vendor Total				
The Needham Shop, Inc. 041000							
FAB Light Boxes, Fender Mounts	_	599.70	01-445-4511	Vehicle Repair and Maint	31813	9/26/2022	11/07/2022
	Total:	599.70	*Vendor Total				
Third Millennium Assoc. , Inc.							
033470 Late/ Final Bills- Sept 2022		823.45	60-445-4507	Printing	28237	9/30/2022	11/07/2022
	Total:	823.45	*Vendor Total				
Thom Jungels							
039460 Inspections (59)- Sept 2022		2,950.00	01-441-4276	Inspection Services	10312022	10/31/2022	11/07/2022
	Total:	2,950.00	*Vendor Total				
Treasurer, State of Illinois							
009370 State Traffic Signals		3,602.01	01-445-4545	Traffic Signs & Signals	62989	10/10/2022	11/07/2022
	Total:	3,602.01	*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
TruGreen							
045160 Lawn Treatment		354.95	60-445-4567	Treatment Plant Repair/Maint	166895672	9/30/2022	11/07/2022
	Total:	354.95	*Vendor Total				
Fure Paulson 467758							
Registration & ASE Brake Test Fee Training Videos Reimbursement	Reimburseı		01-445-4380 01-445-4380	Training Training	10182022-01 10182022-02		
	Total:	183.95	*Vendor Total				
United Rentals 036410							
Loader Repair & Service		5,031.76	01-445-4511	Vehicle Repair and Maint	211217490-00	10/11/2022	11/07/2022
Tax Credit		-200.97	01-445-4511	Vehicle Repair and Maint	211871215-00	10/13/2022	11/07/2022
	Total:	4,830.79	*Vendor Total				
Verizon Wireless							
025430							
Cell Phone 10/13 - 11/12		36.01	01-430-4652	Phones and Connectivity	9918106777-0	10/12/2022	11/07/2022
Cell Phone 10/13 - 11/12		47.71	01-445-4652	Phones and Connectivity	9918106777-0	10/12/2022	11/07/2022
Cell Phone 10/13 - 11/12		108.98	01-445-4652	Phones and Connectivity	9918106777-0	10/12/2022	11/07/2022
Cell Phone 10/13 - 11/12		502.47	01-430-4652	Phones and Connectivity	9918106778-0	10/12/2022	11/07/2022
Cell Phone 10/13 - 11/12		136.80	01-445-4652	Phones and Connectivity	9918106778-0	10/12/2022	11/07/2022
Cell Phone 10/13 - 11/12			60-445-4652	Phones and Connectivity	9918106778-0		
Cell Phone 10/13 - 11/12			01-441-4652	Phones and Connectivity	9918106778-0		
Cell Phone 10/13 - 11/12			01-440-4652	Phones and Connectivity	9918106778-0		
Cell Phone 10/13 - 11/12			01-430-4652	Phones and Connectivity	9918106779-0		
Cell Phone 10/13 - 11/12			01-445-4652	Phones and Connectivity	9918106779-0		
Cell Phone 10/13 - 11/12			60-445-4652 01-440-4652	Phones and Connectivity	9918106779-0		
Cell Phone 10/13 - 11/12		277.02	01-440-4652	Phones and Connectivity	9918106779-0	10/12/2022	11/07/2022
	Total:	2,007.64	*Vendor Total				
Water Products Company							
001170		()(5)	(0 445 45(0	W. D. O. L.	0212506	10/10/2022	11/07/2022
Valve Wrench & Wrench Repair Par	ts	646.54	60-445-4568	Watermain Rprs. & Rplcmts.	0312506	10/10/2022	11/07/2022
	Total:	646.54	*Vendor Total				
Water Services							
005990							
Water System Leak Survey		12,750.00	60-445-4560	Water Studies	34490	10/20/2022	11/07/2022
	Total:	12,750.00	*Vendor Total				
WBK Engineering, LLC							
467655							
Eng Srvcs- Aurora Packing/ Sept 20	22	319.44	90-000-E248	Aurora Packing Company	23547	9/26/2022	11/07/2022
Eng Srvcs- Woodman's/ Sept 2022		681.25	90-000-E128	Woodman's - Warehouse Addition	0 23548	9/26/2022	11/07/2022
Eng Srvcs- Randall Terrace/ Sept 20			90-000-E274	Randall Terrace LLC - Next Ger		9/26/2022	11/07/2022
Eng Srvcs- Sprint Deconstruction/ S	ept 2022	398.25	90-000-E277	Sprint Equip Remove-Watch Hil	1 23550	9/26/2022	11/07/2022

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Eng Srvcs- Valley Green/	Sept 2022	3,551.03	90-000-E250	Opus - Valley Green Project	23551	9/26/2022	11/07/2022
Eng Srvcs- Ice Cream Dr/	/ Sept 2022	2,925.39	90-000-E258	TCD -Logistics Ice Cream Dr	23552	9/26/2022	11/07/2022
Eng Srvcs- Gerald Food/	Sept 2022	994.94	90-000-E261	Gerald Ford Lot Extension	23553	9/26/2022	11/07/2022
Eng Srvcs- Orchard Acres	s/ Sept 2022	1,525.52	90-000-E144	Vequity - Orchard Commons	23554	9/26/2022	11/07/2022
Eng Srvcs- Gerald Hyund	lai/ Sept 2022	746.44	90-000-E257	Gerald Hyundai Remodel	23555	9/26/2022	11/07/2022
Eng Srvcs- Seasons/ Sept	2022	11,009.89	90-000-E270	Seasons at North Aurora	23556	9/26/2022	11/07/2022
Eng Srvcs- General/ Sept	2022	898.75	01-441-4255	Engineering	23562	9/26/2022	11/07/2022
	Total:	25,399.40	*Vendor Total				
Weblinx Incorporated 031420							
Website Maint- Oct 2022		200.00	01-430-4512	Website Maintenance	31978	10/3/2022	11/07/2022
	Total:	200.00	*Vendor Total				
Xerox Corporation 040890							
Copier Maint- Sept 2022		85.00	01-440-4510	Equipment/IT Maint	017378795	10/8/2022	11/07/2022
	Total:	85.00	*Vendor Total				
	Report Total:	515,859.98					

Memorandum

Mayor Mark Gaffino and Village Trustees
Steven Bosco, Village Administrator
Chris Wagner, Administrative Analyst
October 14, 2022
Berman Tower License Agreement for Camera

The Village was recently contacted by CBS seeking permission to use the live feed from the camera on top of silo during the weather portion of their newscast. They indicated that the camera provides great views from an area that is underserved in their weather forecasts, especially with live video.

No permission would be granted to move the camera in any way, only to use the publicly available live stream through the existing URL on our website. Attached is a license agreement providing them with the ability to use the live stream video or still images taken thereof during their broadcast. Upon approval by the Village Board the agreement will be sent to CBS for their review and signature, if agreed upon.

VILLAGE OF NORTH AURORA LICENSE AGREEMENT: BERMAN TOWER LIVESTREAM

The Village of North Aurora ("the Village") hereby grants CBS Broadcasting, Inc. ("CBS") a non-exclusive livestream license for an indefinite term to stream, or re-stream, capture and stream, and/or capture and reproduce still images from the live livestream broadcast on top of Berman Tower in the Village of North Aurora live on CBS newscasts, on the CBS website, and other platforms in connection with the news, weather, and related purposes, provided that the livestream is attributed to the Village of North Aurora. The license shall be free of charge as long as it is not being used for advertising purposes or other primarily commercial purposes. CBS hereby represents and warrants that the exercise of any rights granted under this Agreement will not violate any law; require the village to obtain any license, authorization, or other permission from any governmental agency or other third party; contain any defamatory material; or violate or infringe any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secret, common law rights, rights of publicity, or privacy, or moral rights). CBS hereby agrees to indemnify, defend and hold harmless the Village, its officers, directors, employees, agents, subcontractors, successors and assignees, from and against any and all third-party claims, actions, causes of action, demands, judgments, liabilities, damages, losses, injuries, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) brought against the Village that arise from or relate to: (a) any breach or alleged breach by you of any of your representations, warranties or obligations set forth herein, including any failure to comply with applicable law; or (b) any claim that the Village's exercise of the rights granted by you under this Agreement violates any law or regulation or the right(s) of any third party (individually, a "Claim", and collectively, the "Claims"). CBS will not consent to the entry of a judgment or settle a Claim without prior written consent of the Village, which may not be unreasonably withheld. CBS will use counsel reasonably satisfactory to the Village to defend each Claim. If the Village reasonably determines that a Claim might adversely affect the Village, the Village may take control of the defense at our expense (and without limiting the indemnification obligations of CBS). The undersigned hereby certified that he/she is an authorized representative of CBS with the authority to bind CBS to the terms and conditions of this License Agreement.

Dated_____, 2022

CBS Broadcasting, Inc.

Authorized Representative

Village of North Aurora

Village President



Memorandum

To:	Mark Gaffino, Village President & Board of Trustees
Cc:	Steven Bosco, Village Administrator
From:	John Laskowski, Public Works Director
Date:	October 31, 2022
Re:	Approval of Supplemental MFT Resolution for the Purchase of Salt

The Village purchases salt through the Illinois Central Management System's Bureau of Strategic Sourcing. This agency uses a program called BidBuy to leverage the purchasing power of many municipalities and counties throughout the state. The program provides the Village with some flexibility because it offers the opportunity to receive 120% of our requested amount of salt without an increase in the unit price. If we have a severe winter season we have the ability to order additional salt to meet the demands of the storm and provide a safe road network for motorists. If the salt is not used, the Village still has the option to take advantage of the price and request delivery and store salt at the end of winter if there is room in the salt domes. Last year the Village requested 3,000 with the option to purchase 3,600 tons, and accepted approximately 3,010 tons.

In March of 2022, the Village submitted the amount of salt it would like to order to the State to be included in their bid process. In the past the State would let contracts that would have a two year term with a maximum escalator of 10% when a contract expired and needed to be re-bid. This allowed Villages to plan in advance for the volatility of salt. However the program has changed and the State is now letting the contract annually. The State contract received bids from three companies, Cargill, Compass and Morton. The low bidder for the Village quantity was Cargill, unfortunately this year the cost increased from \$61.98/ton to \$79.07/ ton which is a 27.6% increase in price.

The table below displays past unit prices for salt, tons ordered, as well as the total cost of past years' programs. If we have a severe winter season, the Village has the

							100%	120%
Winter	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2022-2023
[\$/Ton]	\$65.90	\$53.20	\$58.52	\$96.25	\$96.25	\$61.98	\$79.07*	\$79.07*
[Tons]	2,250	2,268	2,730	2,500	2,450	3,000	3,000	3,600
	\$148,275.00	\$120,657.60	\$159,759.60	\$240,625.00	\$235,812.50	\$185,940.00	\$237,210.00	\$284,652.00

ability to exercise the contract option to receive up to an additional 20% of its allocation.

*In the 2023 fiscal year the [\$/ton] was the average of the unit prices to deliver 1,500 tons to the west salt dome \$80.14/ton and the cost to deliver 1,500 tons to the east dome \$78.00/ton. In past years the vendor provided is single unit price to both locations.

The Village has \$217,000 budgeted in the MFT fund for the purchase of salt in the current fiscal year. In order to expend MFT funds the Village prepares a resolution outlining all the maintenance activities for the year. Salt purchase is included in this resolution. Typically staff estimates this number higher than the actual cost of all maintenance activities. However the State purchasing program has changed such that the contract is no longer a two year contract period. Therefore instead of holding the price from the past year, the Village was required to rebid its requested quantity to participate in the program. Since the Village tries to anticipate the volatility of salt, the annual MFT resolution is generally estimated higher. This year the Village estimated expenses would be \$450,500 and a resolution was passed for \$500,000, so there is currently \$49,500 available under this resolution. This means the Village would have the ability to purchase salt in the amount of (\$217,000 + \$49,500=) which is \$266,500. This amount is sufficient to purchase 112% of the possible 120% allocation. Should the Village need additional salt up to 120%, then additional funding would be need to fill the gap between the available \$266,500 in MFT funding, and the maximum 120% allocation amount of \$284,652.00.

In order to completely fund salt purchase from the MFT fund, we need to pass a supplemental resolution that is reviewed and approved by IDOT. Staff is recommending passing the supplemental resolution to purchase salt in the amount of an additional \$50,000. This would allow staff to purchase up to 3,600 tons of salt, if necessary, at the current unit price. This would increase the total MFT resolution including all maintenance operations from \$500,000 to \$550,000. This would provide sufficient cushion for salt purchase as well as the other activities covered in the maintenance resolution. Sufficient funds exist in our MFT fund to cover this additional expenditure. Therefore staff is requesting the approval of an increase in the Motor Fuel Tax resolution to in the amount of \$50,000 to anticipate the purchase

3,000 tons of salt in the amount of \$237,210 with the option of spending \$284,652 for 3,600 tons of salt if we encounter severe weather conditions.



	District	County	Resolution Number	Resolution Type	Section Number
	1	Kane		Supplemental	23-00000-00-GM
BE IT RESOLVED, by the Nor Name of Lo	Pre th Aurora cal Public Age	Governing Body Type Illino	Trustees of t e is that there is hereby a	he <u>Villa</u> Local Public A	
thousand and 00/100				Dollars (_\$	50,000.00)
of Motor Fuel Tax funds fo <u>06/01/22</u> to <u>Beginning Date</u>	r the purpose 05/31/2 Ending Dat	3.	d highways under the a	pplicable provisions of	Illinois Highway Code from
BE IT FURTHER RESOLV including supplemental or funds during the period as	revised estim specified ab	ates approved in connect ove.	ion with this resolution,	are eligible for mainter	nance with Motor Fuel Tax
BE IT FURTHER RESOLV	/ED, that	Village	of	North Au Name of Local Put	
shall submit within three m available from the Departm expenditure by the Departm BE IT FURTHER RESOLV of the Department of Trans	nent, a certifi ment under tl /ED, that the	ed statement showing exp his appropriation, and	penditures and the balar	nces remaining in the f	unds authorized for
Jessi Watkins			Village ci	erk in and for said	Village Local Public Agency Type
	of Clerk	Local P	ublic Agency Type		Local Public Agency Type
ofName	North Auro of Local Public	ra Agency	_in the State of Illinois, a	and keeper of the reco	rds and files thereof, as
provided by statute, do he	reby certify th	e foregoing to be a true,	perfect and complete co	py of a resolution ador	oted by the
President and Board Governing Body	d of Truste	es_ofNam	North Aurora e of Local Public Agency	at a meetir	ng held on <u>11/07/22</u> Date
IN TESTIMONY WHEREC)F, I have he	eunto set my hand and s	eal this <u>7th</u> day Day	of November, 202 Month	2 n, Year
(SEAL)			Clerk Signature & Da	ate	

APPROVED

Regional Engineer Signature & Date Department of Transportation



Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type Supplemental

District	Estimate of Cost for				
1	Municipality			Mair	tenance Period
Local Publ	ic Agency	County	Section Number	Beginning	Ending
Village o	f North Aurora	Kane	23-00000-00-GM	06/01/22	05/31/23

				Maintenar	ce Items			
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control	I	No	Rock Salt	Ton	3,600	\$79.07	\$284,652.00	\$284,652.00
Street Lighting	I	No	Electricity	LSUM	1	\$79,000.00	\$79,000.00	\$79,000.00
			Maintenance Materials					\$54,500.00
	IIA	No	Bulbs & Ballasts	LSUM	1	\$38,500.00	\$38,500.00	
	IIA	No	Poles & Wires	LSUM	1	\$16,000.00	\$16,000.00	
Crack Sealing (23-00000-01- GM)	IIB	Yes	Work By Contractor	LB	50,000	\$1.50	\$75,000.00	\$75,000.00
Pavement Marking (23-00000-02- GM)	IIB	Yes	Work By Contractor	LSUM	1	\$25,000.00	\$25,000.00	\$25,000.00
						Total	Operation Cost	\$518,152.00

	Estimate of Maintenance Costs Summary								
Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs					
Local Public Agency Labor									
Local Public Agency Equipment									
Materials/Contracts(Non Bid Items)									
Materials/Deliver & Install/Materials Quotations (Bid Items)									
Formal Contract (Bid Items)									
Maintenance Total									
-	Fe	timated Maintenan	ce Eng Costs Sumn	narv					

	Estimated Maintenance Eng Costs Summary				
Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs	
Preliminary Engineering Engineering Inspection	\$5,000.00			\$5,000.00	
Material Testing	+0,000.00				
Advertising					
Bridge Inspection Engineering					
Maintenance Engineering Total	\$5,000.00			\$5,000.00	
n an			r		
Total Estimated Maintenance	\$5,000.00			\$5,000.00	

Remarks

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

Estimate of Maintenance Costs

Submittal Type Supplemental

Local Public Agency	County	Section	Mainten Beginning	aintenance Period ning Ending	
Village of North Aurora	Kane	23-00000-00-GM	06/01/22	05/31/23	
SUBMITTE]			
^{Title} Village Engineer		Regional Engineer Signat			
County Engineer/Superintendent of Hi	ghways Signature & Date	Department of Transporta	tion		

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations - List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity --- Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost - No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs --- Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs - Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized --- Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/ superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk Engineer (Consultant or County Engineer) District File

7-Nov-22 Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AN	IOUNT
Mark Gaffino	Metro West Meeting	Expense	9/29/2022	\$	50.00
	1		TOTAL	\$	50.00



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	(CL 2010)		
Name: Mark Gatino		Event:	
Position: Village Presi		Purpose:	egislaturet Networking
Date From: 9129122	Date To:		Method of Travel:
Destination:	1		Zip Code:
Department: Legislative		GL Account Number:	01.410.4390

Expense Information (Please see the back of this form for limitations and the excerpt for Secton 9.10 of the HR Manual)

Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates can be
ter a set ter (Process Process)				found on gsa.gov
Transportation To/From Event				The Village uses the total daily
Lodging				federal per diem rates to
				determine the maximum
Transportation During Event				allowable meals and incidentals
				charged to an employee's
Registration	50.00	To.CO		purchasing card.
Meal & Tips / Gratuities				(Receipts are always required
Miscellaneous				Alcohol is not an eligible
Describe Miscellaneous:				expense for reimbursement
				See part day limits under the
TOTAL EXPENSES	10.00	Z 0. W		excerpt M&IE section (flip side)

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 Expens	e Approval		0
Employee	Mark Gostino NS	Date	1-15-22
Immediate Supv:		Date	
Executive Asst.:	MEAL	Date	9-15-22
Actual Expense	Approval		
Employee	Mah Galfino	Date	_11/1/22
Dept. Head:		Date	
Executive Asst.:	AA	Date	11/1/22
Do any actual expens	e(s) or reimbursable requests exceed the maximum allowable amounts per poli	icy? 🔿 No	Yes If Yes, Explain Below

O NAY

Date

⊖ YEA

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



	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
4837	10/24/2022	\$100.00	11/23/2022	Net 30	

Invoice

Thank you from Metro West!!!		BALANCE DI	JE		\$100.00
	Board Meetings	9/29/22 Board Meeting Mark Gaffino Steve <u>B</u> osco	2	50.00	100.00
DATE ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT	

VONA APPROVED DATE 11-22 AMOUNT SO.00 DESCRIPTION Jed. Metanst meets ACCOUNT #_ 01.410-4390 SIGNATURE

VONA APPROVED DATE 11-1-2 AMOUNT 50.00 **DESCRI** ON. Jeal MOID NE m reeun 31 U

Village of North Aurora Memorandum



То:	President and Village Board of Trustees
From:	Jason Paprocki, Finance Director
CC:	Steven Bosco, Village Administrator
Date:	November 7, 2022
RE:	Ordinance Approving Opus I-88 Special Service Area (SSA No. 45)

Per section 8 of the Opus I-88 Corporate Park PUD Ordinance, the Village shall establish a backup special service area for the purpose of maintaining the common facilities in the event the owner's association and/or the property owners fail to do so. Common facilities include: 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. 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.

The Village Board approved an ordinance proposing SSA No. 45 at the September 19, 2022 Village Board Meeting. A public hearing for adopting SSA No. 45 is on the agenda for the November 7, 2022 Village Board Meeting. A notice regarding the adoption of the SSA was advertised in the Daily Herald on October 21, 2022. In addition, a notice was mailed to the last taxpayer of record. The final step in adopting SSA No. 45 is the approval of the attached ordinance.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NO. 45 IN THE VILLAGE OF NORTH AURORA (OPUS 1-88 CORPORATE PARK)

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

SECTION 1. FINDINGS. It is found and declared by the President and Board of Trustees of the Village of North Aurora, Illinois ("Village"), as follows:

The question of the establishment of Opus 1-88 Corporate Park Special (a) Service Area was considered by the Board of Trustees of the Village pursuant to "An Ordinance Proposing the Establishment of Special Service Area No. 45 in the Village of North Aurora (Opus 1-88 Corporate Park), being Ordinance No. 22-09-19-01 adopted on September 19, 2022. The establishment of the special service area was considered at a public hearing held on November 7, 2022. The hearing was held pursuant to notice duly published in the Daily Herald, a newspaper of general public circulation within the Village, on October 21, 2022, which was at least fifteen (15) days prior to the hearing. The hearing was also held pursuant to notice by mail and addressed to the person or persons in whose name the general real estate taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the special service area. The notice by mail was given by depositing the notice in the United States Mail not less than ten (10) days before the hearing. A Certificate of Publication of Notice and an Affidavit of Mailing of Notice are attached to and made part of this Ordinance as exhibits "A" and "B". The Notices conformed in all aspects to the requirements of the Special Service Area Tax Law.

(b) The public hearing on the questions set forth in the notice was finally adjourned on November 7, 2022. All interested persons were given an opportunity to be heard on the creation of the Special Service Area to finance the establishment of Special Service Area No. 45 and the establishment of a Special Service Area as a backup source of funding for common area mowing, fertilization weed control and landscaping maintenance; cleaning and maintenance of stormwater basins and channels, including such stormwater detention elements, and repair flushing and ongoing maintenance of sanitary sewer service facilities (onsite and offsite) and storm sewer lines; repair, maintenance and rehabilitation of private drives, including pavement and curbs, maintenance and replacement of the landscaping, and any other maintenance, repair, restoration and administration of the special improvements and Common Facilities referenced in Ordinance No. 21-04-05-01 being an ordinance approving a Map Amendment and Special Use as an Industrial Planned Development for 67 Acres of Property to be Known as the Opus 1-88 Corporate Park.

(c) After considering the data, as presented to the Board of Trustees at the public hearing, the President and Board of Trustees find that it is in the best interest of the

Village and of the residents and property owners of the Special Service Area that the Special Service Area, as described below, be established.

(d) The Special Service Area is contiguous as required by the Special Service Area Tax Law.

(e) It is in the best interest of the Village, the residents and the property owners of the Special Service Area that the Special Service Area be created for the described purposes.

(f) It is in the best interest of the Special Service Area that the furnishing of the municipal services proposed be considered for the common interests of the area.

(g) The Special Service Area will benefit specially from the proposed improvement and their maintenance in good order.

SECTION 2. SPECIAL SERVICE AREA ESTABLISHED. A Special Service Area to be known and designated as the "Special Service Area No. 45 in the Village of North Aurora Opus 1-88 Corporate Park) is established and shall consist of all of the platted lots in the Opus 1-88 Corporate Park development in the Village of North Aurora. An accurate map of the Special Service Area is attached as Exhibit "C", which is made a part of this Ordinance.

SECTION 3. PURPOSE OF THE SPECIAL SERVICE AREA. The Special Service Area as designated above is established as the Special Service Area No. 45 in the Village of North Aurora Opus 1-88 Corporate Park) as a backup source of funding for purposes of common area mowing, fertilization weed control and landscaping maintenance; cleaning and maintenance of stormwater basins and channels, including such stormwater detention elements, and repair flushing and ongoing maintenance of sanitary sewer service facilities (onsite and offsite) and storm sewer lines; repair, maintenance and rehabilitation of private drives, including pavement and curbs, maintenance and replacement of the landscaping, and any other maintenance, repair, restoration and administration of the special improvements and Common Facilities referenced in Ordinance No. 21-04-05-01 being an ordinance approving a Map Amendment and Special Use as an Industrial Planned Development for 67 Acres of Property to be Known as the Opus 1-88 Corporate Park.

SECTION 4. MAXIMUM RATE OF TAXES TO BE EXTENDED. Provided that the special annual taxes shall be limited so that the total of said tax does not exceed in annual amount of fifty cents (\$.50) per One Hundred Dollars (\$100) of assessed valuation, as equalized, to be levied against the property included in the said Special Service Area No. 45.

SECTION 5. EFFECTIVE DATE APPLICABILITY. This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in pamphlet form in the manner provided by law, on condition that no valid petition objecting to the establishment of this Special Service Area is filed in accordance with the requirements of the Special Service Area Tax Law. To the extent that this ordinance or any of its provisions supplements, conflicts with, or is inconsistent with any other Village Ordinance, the terms of this Ordinance shall control and be

applied. A certified copy of this Ordinance shall be filed for record in the office of the Recorder of Kane County no later than sixty (60) days after its enactment.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 7th day of October, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 7th day of October, 2022, A.D.

Mark Carroll		Laura Curtis	
Mark Guethle		Michael Lower	
Tod Niedzwiedz		Carolyn Salazar	
Approved and signed by n	ne as President of	the Board of Trustee	es of the Village of North
Aurora, Kane County, Illinois this		day of 2	022, A.D.

ATTEST:

Village President

Village Clerk

Exhibit A – Certificate of Publication of Notice

NOTICE OF PUBLIC HEARING REGARDING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 45 IN THE OPUS 1-88 CORPORATE PARK DEVELOPMENT IN THE OPUS 1-88 CORPORATE PARK DEVELOPMENT Please be notified that the Village of North Aurora is proposing the establishment of a Special Service Area for Opus 1-88 Corporate Park Development pursuant to Ordinance No. 21-04-05-01 being an ordinance approving a Map Amendment and Special Use as an Industrial Planned Development for 67 Acres of Property to be Known as the Opus 1-88 Corporate Park of certain property located on Overland Dr., North Aurora identified by permanent index numbers: 15-04-351-097, 15-04-351-093, and 15-04-351-037, and legally described as follows:

nbers: 15:04-351-029; 15:04-351-030; and 15:04-351-030; and 13! described as follows: RCEL 1: AT PART OF THE NORTH 1/2 OF THE SOUTHWEST OF SECTION 4. TOWNSHIP 38. NORTH, RANGE 8 ST OF THE THIRD PRINCIPAL MERIDIAN, DE-ST OF SAID SOUTHWEST LINE OF SAID ARTER, 175.02 FEET; THENCE EASTERLY ALONG INE THAT FORMS AN ANGLE OF SD DERRES, 40 NUTES, 0 SECONDS TO THE LEFT WITH THE WEST IE OF SAID SOUTHWEST 1/4 29 FEET FOR THE POINT OF BEGINNING; ENCE SOUTH PARALLEL WITH SAID WEST LINE FEET; THENCE WEST AT RIGHT ANGLES TO THE ENCE SOUTH PARALLEL WITH AND WEST LINE FEET; THENCE WEST AT RIGHT ANGLES TO THE E OF SAID SOUTHWEST 1/4; THENCE SOUTH NGS SAID WEST LINE TO A POINT 20 FEET NORTH THE SOUTHWEST CORNER OF THE NORTH 120 E FORMING AN AN INCE OF 50 EGREES, 200 NIN SECONDS TO THE LEFT WITH A PROLONGA. SECONDS TO THE LEFT WITH A PROLONGA. SO FORMING AN ANGLE OF ORGER 200 FEET A POINT OF CURVATIJRE; THENCE NORTHEAST. ADON FTHE LAST DESCRIBED COURSE 22302 FEET A POINT OF CURVATIJRE; THENCE NORTHEAST. AUONG A OJRVE TO THE LEFT HAVING A RA-IS OF

A POINT OF CURVATURE: THENCE NORTHEZ Y ALONG A OJRVE TO THE LEFT HAVING A SOF SOF T LINE OF THE RIGHT OF WAY OF THE LOF THE NUME OF THE RIGHT OF WAY OF THE C O, THENE OF THE RIGHT OF WAY OF THE C O, THENE OF THE ALONG SAD WEST C THE LINE OF SAID SOUTHWEST 1/4; THEN THE LINE OF SAID SOUTHWEST 1/4; THEN TO P BEGINNING; IN THE TOWNSHIP OF CL. 2000 THE SOUTHWEST 1/4 OF SECTIO THE SOUTHWEST 1/4; THENE SOUTHWEST 1/4; THENCE SOUTH ALONG SOUTHWEST 1/4; FOR THE POINT OF BEC SOUTHWEST 1/4; FOR THE NORTH 1/2 SOUTHWEST 1/4; FOR THE POINT OF BEC SOUTHWEST 1/4; FOR THE POINT OF BEC SOUTHWEST 1/4; FOR THE POINT OF BEC SOUTHWEST 1/4; FOR THE POINT OF THE SOUTHWEST I/4; FOR THE POINT OF THE SOUTHWEST I/4; FOR THE SOUTH ALONG SOUTHWEST I/4; FOR SOUTH ALONG SOUTH ALONG SAID SOUTH ALONG ST RIGHT OF THE NORTH 1/2 OF SAID SOUTH THENE OF SOUNDANY; THENCE SOUTH ALONG ST RIGHT OF HE NORTH 1/2 OF SAID SOUTH SOUTHE SOUNDANY; THENCE OF SON SOUTH ALONG ST ALGE SUBSIONG AN ANGE OF BY DEGRESS 4/9 ST ALONG AN ANGE OF BY DEGRESS 4/9 ST ALONG AN SOUND SOF APAC OF TO A, KANE COUNTY, ILLINGIS. T PART OF LOT 2 IN TOLLWAY PARK OF C SC B. BURG A SUBDIVISION OF PART OF TAR

SAL DAME COUNT IS DELINGUE. STEPAT OF LOT 2, IN TOLLWAY PARK OF (RICE, BEING A SUBDIVISION OF PART OF THWEST QUARTER OF SECTION 4, TOWNSH RTH, RANGE 8 EAST OF THE THIRD PRINC RIDIAN, ACCORDING TO THE PLAT THEREOF ROED AUGUST 23, 1988 AS DOCUMENT 1928028. DECASE OF LOWS. REGINNING AT THE NO RIDIAN, ACCORDING TO THE PLAT THE REOF ROED AUGUST 23, 1988 AS DOCUMENT 1928028, STEORNER OF SAID LOT 2; THENCE SOUTH STEORNER OF SAID LOT 2; THENCE SOUTH STEORNER OF SAID LOT 2; THENCE SOUTH STEES 39 MINE STES 25 SECOND BY SATT ALO MG STE, THENCE SOUTH 00 DE AREES 13 MINITE ES 37 MINUTES 30 SECONDS WEST, 43.79 FEET E SOUTHERLY LINE OF SAID LOT 2; THEN ES 37 MINUTES 30 SECONDS WEST, 43.79 FEET E SOUTHERLY LINE OF SAID LOT 2; THEN RTH 89 DEGREES 39 MINUTES 40 SECONDS WI DNG SAID JTHERLY LINE, 138.25 FEET TO A POINT OF C TURE IN SAID SOUTHERLY LINE; THENCE WE UN AND SOUTHWESTERLY ALONG SAID SOU LY AND SOUTHWESTERLY ALONG SAID SOU LY AND SOUTHWESTERLY ALONG SAID SOU LY LINE, BEING A CURVE CONC? JTHEASTERLY, TANGENT TO THE LAST RIBED COURSE, HAVING A RADIUS OF GEREES 28 MIN

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CERTIFICATE OF PUBLICATION Paddock Publications, Inc.



Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the Fox Valley DAILY HERALD. That said Fox Valley DAILY HERALD is a secular newspaper, published in Elgin and has been circulated daily in the Village(s) of:

Aurora, Batavia, Burlington, Carpentersville, East Dundee, Elgin, Elburn, Geneva. Gilberts, Hampshire, Montgomery, North Aurora, Sleepy Hollow, Saint Charles, South Elgin, Sugar Grove, Wayne, West Dundee

County(ies) of Kane

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published on 10/21/2022 in said Fox Valley DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC. DAILY HERALD NEWSPAPERS

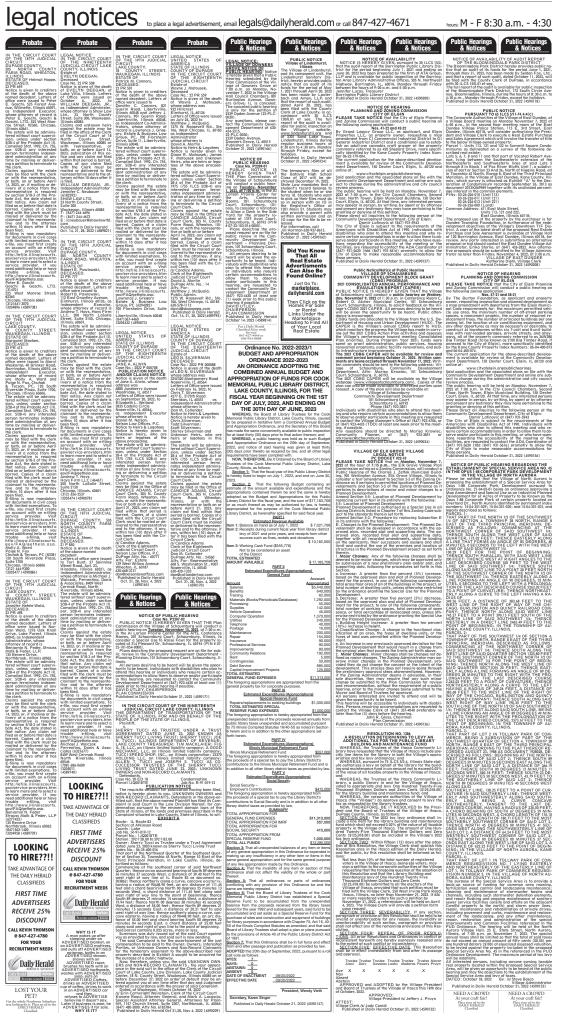
BY Designee of the Publisher and Officer of the Daily Herald

Control # 4590133

Employment Ads: 847-806-4242

Classified Ads: 847-427-4444

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r rald October 21, 2022 (4590147)

Exhibit B – Affidavit of Mailing of Notice

VILLAGE OF NORTH AURORA

AFFIDAVIT OF MAILING

STATE OF ILLINOIS)) ss. COUNTY OF KANE)

The undersigned, Jocelyn Weiler, being first duly sworn on oath, deposes and states as follows:

1. That I am a legal assistant for Kevin G. Drendel, an attorney for the Village of North Aurora.

2. That I prepared the Notice of Public Hearing regarding the public hearing on the proposal of establishing Special Service Area No. 43 (Opus I-88 Corporate Park) to be mailed out to the parties on the attached Service List by First Class Mail.

3. That I personally deposited a copy of the Notice in an envelope in the United States Mail at Batavia, Illinois with proper postage prepaid, before the hour of 5:30 p.m., on October 19, 2022, addressed to the persons on the attached Service List.

Sodelyn Weiler

Subscribed and sworn to before me this 19th day of October, 2022.

LYNN A MICHAELS Notary Official Seal Notary Public - State of Illinois My Commission Expires Apr 27, 2024

R:\Secretary\Clients - Municipal\Vona\Special Service Area\Opus Ssa 43\Notices\Affidavit Of Mailing Ssa.Docx 10/18/22

SERVICE LIST

North Aurora Industrial Venture LLC, 9700 W Higgins Rd Ste 900, Rosemont, IL, 60018-4713 (as to Parcel 15-04-351-031 being Lot 1 of the Opus I-88 Corporate Park)

North Aurora Industrial Venture LLC, 9700 W Higgins Rd Ste 900, Rosemont, IL, 60018-4713 (as to Parcel 15-04-351-030 being Lot 2 of the Opus I-88 Corporate Park)

Opus Development Company LLC, 9700 W Higgins Rd Ste 900, Rosemont, IL, 60018-4713 (as to Parcel 15-04-351-029 being Lot 3 of the Opus I-88 Corporate Park)

R:\Secretary\Clients - Municipal/Village of North Aurora\Special Service Area\Lake Run Estates - SSA 30\Affidavit of Mailing SSA.wpd 10/18/22



Kevin G. Drendel (kgd@batavialaw.com) Carolyn D. Jansons (cdj@batavialaw.com) Roman J. Seckel (rjs@batavialaw.com) Mark D. Brent (mdb@batavialaw.com) Lawrence W. Lobb (lwl@batavialaw.com) Edward J. Boula, III (ejb@batavialaw.com)

> OF COUNSEL Gilbert X. Drendel, Jr.

October 24, 2022

North Aurora Industrial Venture LLC 9700 W Higgins Rd Ste 900, Rosemont, IL, 60018-4713

RE: Opus I-88 Corporate Park Special Service Area #45

Dear Taxpayer of Record:

Enclosed with this cover letter is notice that the Village of North Aurora is proposing the establishment of a Special Service Area for the Opus I-88 Corporate Park development pursuant to Ordinance No. 21-04-05-01 being an ordinance approving a Map Amendment and Special Use as an Industrial Planned Development for 67 Acres of Property to be Known as the Opus 1-88 Corporate Park of certain property located on Overland Dr., North Aurora identified by permanent index numbers: 15-04-351-029; 15-04-351-030; and 15-04-351-031. and legally described as follows:

PARCEL 1:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER, 175.02 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGREES, 40 MINUTES, 0 SECONDS TO THE LEFT WITH THE WEST LINE OF SAID SOUTHWEST 1/4

100.29 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH SAID WEST LINE 200 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 100 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE TO A POINT 20 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES, 32 MINUTES, 0 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED

Home Office

111 Flinn StreetBatavia, IL 60510Phone: 630.406.5440Fax: 630.406.6179

www.batavialaw.com www.ilfamilylaw.com 2000 W. Galena Blvd., Ste 204 Aurora, IL 60506 Phone: 630.897.5957

Satellite Office

ATTORNEYS AT LAW

COURSE 2263.02 FEET TO A POINT OF CURVATIJRE; THENCE NORTHEASTERLY ALONG A OJRVE TO THE LEFT HAVING A RADIUS OF

349.26 FEET, A DISTANCE OF 383.68 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE NORTH ALONG SAID WEST LINE 745.27 FEET TO A POINT 390.15 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTERLY IN A DIRECT LINE 2465.49 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID OUARTER SECTION 1325.80 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 FOR THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER SECTION 20 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 28 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 2,263.02 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 349.26 FEET, A DISTANCE OF 383.68 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE SOUTH ALONG SAID WEST RIGHT OF WAY LINE 190.35 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE, BEING A LINE FORMING AN ANGLE OF 89 DEGREES 49 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 2573.67 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 2 IN TOLLWAY PARK OF COMMERCE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST OUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1988 AS DOCUMENT 1928028, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 366.19 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS WEST, 560.18 FEET; THENCE SOUTH 23 DEGREES 57 MINUTES 50 SECONDS WEST, 43.79 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS WEST ALONG SAID SOUTHERLY LINE, 138.25 FEET TO A POINT OF CURVATURE IN SAID SOUTHERLY LINE; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID SOUTHERLY LINE. BEING A CURVE CONCAVE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING OF SOUTH 67 DEGREES 29 MINUTES 50 SECONDS WEST, A CHORD LENGTH OF 176.10 FEET, AN ARC LENGTH OF 180.71 FEET TO THE MOST SOUTHERLY

North Aurora Industrial Venture LLC October 18, 2022 Page **3** of **3**

SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 45 DEGREES 00 MINUTES 41 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 64.24 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 622.22 FEET TO THE POINT OF BEGINNING; IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 1 LYING EASTERLY AND NORTHEASTERLY OF THE EASTERLY LINE OF LOT 1, IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NUMBER 2, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

The purpose of the Special Service Area is to provide a back-up source of funding for common area mowing, fertilization weed control and landscaping maintenance; cleaning and maintenance of stormwater basins and channels, including such stormwater detention elements, and repair flushing and ongoing maintenance of sanitary sewer service facilities (onsite and offsite on the adjacent ComEd property to the north) and storm sewer lines; repair, maintenance and rehabilitation of private drives, including pavement and curbs, maintenance and replacement of the landscaping, and any other maintenance, repair, restoration and administration of the special improvements and Common Facilities referenced in the PUD Ordinance.

The hearing will be held at the North Aurora Village Hall, 25 E. State Street, North Aurora, Illinois, at 7:00 p.m. on November 7, 2022. The special annual taxes shall be limited so that the total of said taxes do not exceed an annual amount of fifty cents (\$0.50) per one hundred dollars (\$100) of equalized assessed valuation, to be levied against the property included in the proposed Special Service Area No. 45 in the referenced in the PUD Ordinance Development. The maximum period of tax levy will be indefinite

All interested persons, including all persons owning taxable real property located within the proposed Special Service Area described above, will be given an opportunity to be heard at the public hearing and may file objections to the establishment of the Special Service Area and the amount of the levy.

Sincerely,

DRENDEL & JANSONS LAW GROUP

KGD/jw

Kevin G. Drendel

R:\Secretary\Clients - Municipal\VONA\Special Service Area\Opus SSA 43\Notices\Letter to North Aurora Industrial Venture, LLC.docx

<u>NOTICE OF PUBLIC HEARING REGARDING THE</u> <u>ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 45</u> <u>IN THE OPUS 1-88 CORPORATE PARK DEVELOPMENT</u> <u>IN THE VILLAGE OF NORTH AURORA</u>

Please be notified that the Village of North Aurora is proposing the establishment of a Special Service Area for Opus 1-88 Corporate Park Development pursuant to Ordinance No. 21-04-05-01 being an ordinance approving a Map Amendment and Special Use as an Industrial Planned Development for 67 Acres of Property to be Known as the Opus 1-88 Corporate Park of certain property located on Overland Dr., North Aurora identified by permanent index numbers: 15-04-351-029; 15-04-351-030; and 15-04-351-031, and legally described as follows:

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DATED: October 18, 2022

By: <u>/s/ Steve Bosco</u> Village Administrator

R:\Secretary\Clients - Municipal\Vona\Special Service Area\Opus Ssa 43\Notices\Publication Notice Of Public Hearing For Opus I-88 Corporate Park Ssa Final.Docx 10/18/22



Kevin G. Drendel (kgd@batavialaw.com) Carolyn D. Jansons (cdj@batavialaw.com) Roman J. Seckel (rjs@batavialaw.com) Mark D. Brent (mdb@batavialaw.com) Lawrence W. Lobb (lwl@batavialaw.com) Edward J. Boula, III (ejb@batavialaw.com)

> OF COUNSEL Gilbert X. Drendel, Jr.

ATTORNEYS AT LAW

October 24, 2022

Opus Development Company LLC 9700 W Higgins Rd Ste 900, Rosemont, IL, 60018-4713

RE: Opus I-88 Corporate Park Special Service Area #45

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Home Office

111 Flinn Street Batavia, IL 60510 Phone: 630.406.5440 Fax: 630.406.6179

www.batavialaw.com www.ilfamilylaw.com Satellite Office 2000 W. Galena Blvd., Ste 204 Aurora, IL 60506 Phone: 630.897.5957 349.26 FEET, A DISTANCE OF 383.68 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY; THENCE NORTH ALONG SAID WEST LINE 745.27 FEET TO A POINT 390.15 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTERLY IN A DIRECT LINE 2465.49 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

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THAT PART OF LOT 2 IN TOLLWAY PARK OF COMMERCE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST OUARTER OF SECTION 4. TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1988 AS DOCUMENT 1928028, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 59 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 366.19 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 11 SECONDS WEST, 560.18 FEET; THENCE SOUTH 23 DEGREES 57 MINUTES 50 SECONDS WEST, 43.79 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 59 MINUTES 40 SECONDS WEST ALONG SAID SOUTHERLY LINE. 138.25 FEET TO A POINT OF CURVATURE IN SAID SOUTHERLY LINE: THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, BEING A CURVE CONCAVE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING OF SOUTH 67 DEGREES 29 MINUTES 50 SECONDS WEST, A CHORD LENGTH OF 176.10 FEET. AN ARC LENGTH OF 180.71 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 45 DEGREES 00 MINUTES 41 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT

North Aurora Industrial Venture LLC October 18, 2022 Page **3** of **3**

2, A DISTANCE OF 64.24 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 622.22 FEET TO THE POINT OF BEGINNING; IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 1 LYING EASTERLY AND NORTHEASTERLY OF THE EASTERLY LINE OF LOT 1, IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NUMBER 2, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

The purpose of the Special Service Area is to provide a back-up source of funding for common area mowing, fertilization weed control and landscaping maintenance; cleaning and maintenance of stormwater basins and channels, including such stormwater detention elements, and repair flushing and ongoing maintenance of sanitary sewer service facilities (onsite and offsite on the adjacent ComEd property to the north) and storm sewer lines; repair, maintenance and rehabilitation of private drives, including pavement and curbs, maintenance and replacement of the landscaping, and any other maintenance, repair, restoration and administration of the special improvements and Common Facilities referenced in the PUD Ordinance.

The hearing will be held at the North Aurora Village Hall, 25 E. State Street, North Aurora, Illinois, at 7:00 p.m. on November 7, 2022. The special annual taxes shall be limited so that the total of said taxes do not exceed an annual amount of fifty cents (\$0.50) per one hundred dollars (\$100) of equalized assessed valuation, to be levied against the property included in the proposed Special Service Area No. 45 in the referenced in the PUD Ordinance Development. The maximum period of tax levy will be indefinite

All interested persons, including all persons owning taxable real property located within the proposed Special Service Area described above, will be given an opportunity to be heard at the public hearing and may file objections to the establishment of the Special Service Area and the amount of the levy.

Sincerely,

DRENDEL & JANSONS LAW GROUP

KGD/jw

Kevin G. Drendel

R:\Secretary\Clients - Municipal\VONA\Special Service Area\Opus SSA 43\Notices\Letter to Opus Development Company LLC.docx

<u>NOTICE OF PUBLIC HEARING REGARDING THE</u> <u>ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 45</u> <u>IN THE OPUS 1-88 CORPORATE PARK DEVELOPMENT</u> <u>IN THE VILLAGE OF NORTH AURORA</u>

Please be notified that the Village of North Aurora is proposing the establishment of a Special Service Area for Opus 1-88 Corporate Park Development pursuant to Ordinance No. 21-04-05-01 being an ordinance approving a Map Amendment and Special Use as an Industrial Planned Development for 67 Acres of Property to be Known as the Opus 1-88 Corporate Park of certain property located on Overland Dr., North Aurora identified by permanent index numbers: 15-04-351-029; 15-04-351-030; and 15-04-351-031, and legally described as follows:

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All interested persons, including anyone owning taxable real property located within the proposed Special Service Area, will be given an opportunity to be heard at the public hearing and may file objections to the establishment of the Special Service Area and levy of taxes.

DATED: October 18, 2022

By: <u>/s/ Steve Bosco</u> Village Administrator

R:\Secretary\Clients - Municipal\Vona\Special Service Area\Opus Ssa 43\Notices\Publication Notice Of Public Hearing For Opus I-88 Corporate Park Ssa Final.Docx 10/18/22

Exhibit C – Map of Special Service Area



Memorandum



- **To:** Village President and Village Board of Trustees
- **Cc:** Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

- Date: November 1, 2022
- **Re:** Increase Number of Class G Liquor Licenses for Lincolnway Petro Inc.

Lincolnway Petro Inc., 329 Lincolnway, is applying for a Class G – Gas Station Liquor License.

Lincolnway Petro Inc. took over the previous Jun's Mobil location and is looking to add liquor sales to the gas station store on the property. The business owners have successfully completed a liquor license application and the required background check.

Please see the attached ordinance increasing the number of Class G liquor licenses authorized in the Village by one.

VILLAGE OF NORTHALURORA Crossroads on the Fax	VILLAGE OF NORTH LIQUOR LICENSE AF		Customer No
APPLICATION DATE: 10/13	12022 A	pplication for	a CLASS <u>G</u> Liquor License
the Village of North Aurora pursuar	It to the provisions of Title the purpose of securing sa	5, Chapter 5.0	olic liquor, and/or beer and wine in 8 "Alcoholic Beverage Sales" of the application is made under oath and
Please check one: New Busir	ness VINew Owner/Exist	ting Business	New Manager
Type of Ownership \ ☐ Corporatio	nLLCSole Pro	oprietor 🔲Pa	rtnership Other
Type of Business: Liquor Stor	re Supermarket	Restaurant	Drug Store Spa/Salon
□Convenience √☐Gas Station	Brewpub	wery Bar/T	avern Other:
If you selected restaurant, brewpub business plan and floor layout to th Village Board meeting where increa approved. Check the box to indic	e Village Board at a Comr ase in the number of liquo	nittee of the W r licenses availa	hole meeting before a subsequent able for your application may be
Business Name: LINCOL	NWAY PETRO	INC.	
Business Address: <u>329 L</u> Street address	INCOLMWAY ST.	North Ci	AURORA IL 6054-2 ity State Zip
Mailing Address (if different from at	oove):		
Business Phone: 630 - 859	- 2323 Busine	ess Fax:	
Website:	Email A	ddress: _	
Will your establishment be pursuing Please note, Video Gaming must b done in conjunction with the initial a the business.	e approved as a supplem	ental license by	the Village Board. This can be
Please describe your business plar	n in detail below:		
Gas station with	Convenience	store.	

Floor Plan Attached

The Floor Plan must include the total square footage of the establishment, a detailed layout of the proposed kitchen and the total square footage of the dining room and video gaming areas. Please note, for the purposes of video gaming the building is required to provide a minimum dining/video gaming area for 50 occupants using the formula of 1 occupant per 15 square feet. If your floor plan is unable to meet this minimum requirement video gaming will not be considered.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350 TO INCREASE THE NUMBER OF CLASS G LIQUOR LICENSES AUTHORIZED IN THE VILLAGE OF NORTH AURORA (Lincolnway Petro Inc.)

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

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

5.08.350 Number of Licenses.

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

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

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

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

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

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois

this ______, 2022, A.D.

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

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

ATTEST:

Village President

Village Clerk

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

- CC: Steven Bosco, Village Administrator
- Date: November 7, 2022
- RE: Fiscal Year 2021-22 Audit Approval

Lauterbach & Amen has completed the Village's financial audit for the fiscal year ended May 31, 2022. The final Annual Comprehensive Financial Report and Management Letter have been finalized and posted to the Village's website here:

https://northaurora.org/departments/finance-department/financial-reports-budgets/

Audit manager Brad Porter will be in attendance to discuss the audit process and testing results and answer any questions the Board may have. In addition, we have prepared a brief presentation of the audited financial results.

Village of North Aurora Memorandum



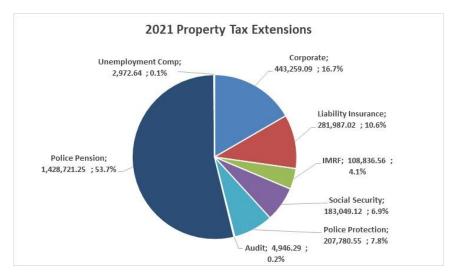
To: President and Village Board of Trustees
From: Jason Paprocki, Finance Director
CC: Steven Bosco, Village Administrator
Date: November 7, 2022
RE: Approval of 2022 Tax Levy Estimate

At the October 17th committee of the whole meeting, staff presented the preliminary tax levy estimates to the Village Board. After the presentation and discussion, the Board provided staff direction to prepare the 2022 tax levy using a 0% levy request increase. The Village's 2022 levy request will remain at \$2,690,000, however, the Village expects to receive \$28,355 in additional revenue due to the value of new construction.

Below is a summary of information related to the proposed 2022 property tax levy estimate that was presented at the October 17th committee of the whole meeting. Village Board approval of the 2022 levy <u>estimate</u> is required for the **November 7th** Village Board meeting in order to provide public notice of the Village's levy request. Final Village Board approval of all regular and special service area tax levies is scheduled for **December 5th**.

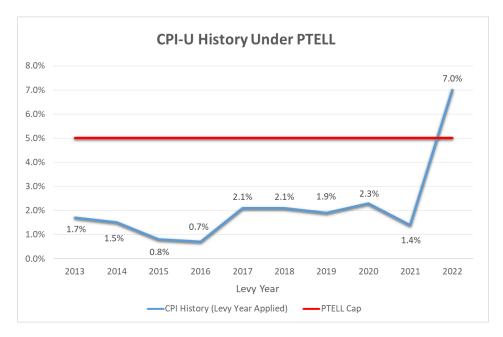
Summary

Property taxes represent approximately 17.0% of General Fund revenues and are a key revenue source to help fund Village services and pension obligations. The total 2021 property tax extensions, received during calendar 2022, were \$2,661,553. This was broken out by specific levies as follows:



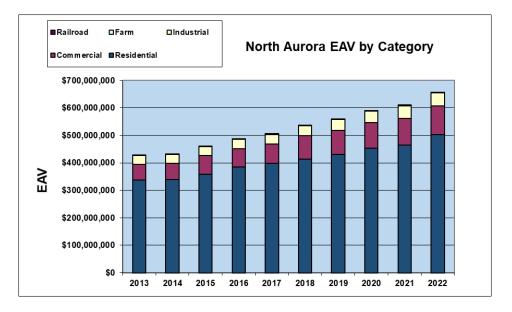
Application of Consumer Price Index

As a non-home rule community, the Village is subject to the Property Tax Extension Limitation Law (PTELL). PTELL limits the increase in the annual property tax levy (for capped funds) to the annual change in the applicable Consumer Price Index for All Urban Consumers (CPI-U) or 5.0%, whichever is less. For tax levy year 2022, the applicable CPI was 7.0%, therefore, the Village is capped at 5.0% for any potential increase. This was measured for the period of December 2020 to December 2021. Over the past 9 years, CPI has averaged 1.6% annually prior to the 2022 CPI increase.



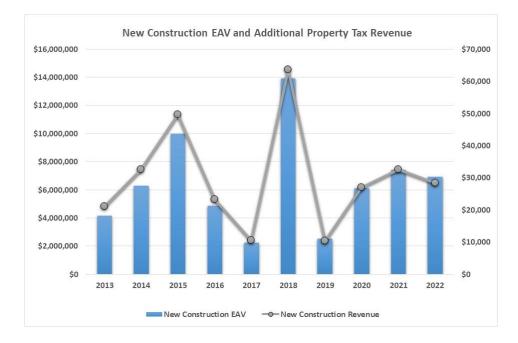
EAV Change and New Construction

The 2022 taxable EAV is currently estimated to increase \$46,564,468, or 7.6%, to \$655,712,963. The 2022 estimate is based on preliminary data from the County Clerk's office. This number will likely change as final appeals and adjustments are made.



In addition, the Village is allowed to capture the increase in the equalized assessed valuation (EAV) of the Village that is attributable to new construction. In order to capture this new growth within its tax base, the Village has typically passed a levy higher than what is expected to be extended by the County (through the CPI and new construction increases) in order to ensure that the allowable increase due to new construction of residential, commercial and industrial growth are fully realized.

The 2022 estimated EAV includes a projected \$6,912,030 in new construction EAV. The following chart shows the amount of new construction EAV over the last several years and the resulting additional property tax revenue made available as a result.



2022 Estimated Maximum Levy Extension

Based on the factors previously discussed, the following summarizes the **estimated maximum tax extension** for levy year 2022:

2021 Uncapped Property Tax Extension:	:\$2	,661,553
Max Increase Due to CPI (5.0%)	\$	133,078
Est. Increase Due to New Construction:	<u>\$</u>	29,77 <u>3</u>
Total Estimated Maximum Extension:	\$2	,824,404

For this calculation, the maximum 5.0% CPI increase was assumed. The Village has the option to apply an increase between 0.0% and 5.0% for levy year 2022.

Special Service Areas (SSA)

Below is a summary of the SSA 2021 levy amounts, and estimates for the 2022 levy requests:

Special Service Area	<u>2021 Levy</u>	2022 Levy	<u>Purpose</u>
Waterford Oaks	\$8,600	\$18,600	Mowing, Detention Pond
Oak Hill	10,000	10,000	Drainage Improvements
Timber Oaks	7,500	7,500	Mowing
Pinecreek III	2,000	2,000	Mowing
Willow Lakes	200	10,200	Mowing, Fence
North Aurora Towne Center	30,000	30,000	Wetland/Basin Maintenance

Staff is currently evaluating the SSA amounts necessary for the 2022 levy. State law requires that the Village hold a separate public hearing if an SSA levy is anticipated to increase more than 5% from last year, or if an inactive SSA is planned on being activated. We currently anticipate there to be increases in the Willow Lakes SSA levy due to fence repair/replacement and in the Waterford Oaks SSA due to detention pond piping repair.

The 2022 tax levy for Willow Lakes is projected to increase \$10,000, to a total levy of \$10,200. This increase will allow the Village to begin raising money to repair or replacement sections of fence along Randall Road as needed in the coming years. Repairs are expected to be phased over the next several years as money becomes available. We anticipate the average Willow Lakes SSA resident to see a tax bill increase from \$1.35 to \$67.10. The actual amount will vary by home value.

The 2022 tax levy for Waterford Oaks is projected to increase \$10,000, to a total of \$18,600. The increase will fund the future replacement of retention pond piping, which is currently estimated at a cost of \$30,000. Repairs would occur once the SSA has accumulated funding for the project. We anticipate the average Waterford Oaks SSA resident to see a tax bill increase from \$25.00-\$55.00 to \$45.00-\$85.00 depending on actual home value.

Police Pension Valuation

Another major aspect of the tax levy process is funding for the police pension fund. The May 31, 2022 police pension actuarial valuation was recently completed, which provides a recommended contribution amount to be fully funded by 2040.

As a result of the 2022 study performed for the Illinois Police Officers' Pension Investment Fund, the following assumption changes were included in the June 1, 2022 valuation:

- Updated mortality, retirement, disability, and termination rate tables
- Updated assumed salary increase rates

These changes essentially assume that people are living longer, retiring earlier, and getting disabled less frequently than previously assumed. This results in an increase in future pension benefits, which raises the Village's annual contribution.

For the June 1, 2022 valuation, the Village saw its recommended contribution increase from \$1,443,240 to \$1,652,487 for the 2022 tax levy, an increase of \$209,247, or 14.5%. The increase is attributable to:

- Unfavorable plan experience (disablement of 2 active employees)
- Investment returns falling short of assumptions (5.65% actuarial basis vs. 6.50% assumed)
- Assumption changes implemented as noted above
- An increase in assumed administrative expenses

The June 1, 2022 valuation continues the Village Board's Pension Funding Policy (adopted in 2011) of a 100% funding goal by 2040. This goal is higher than the State minimum requirement, which targets a 90% funding goal by 2040.

The Village also saw its net pension liability increase from \$10,719,543 to \$14,829,449, which dropped the funding ratio from 69.2% to 60.8%.

Messenger Library Estimated Levy

Anticipated Library tax levy amounts for operating purposes have been included in the attached calculations, as the Village is responsible for formally adopting those on an annual basis. The tentative 2022 Levy request for the Library is \$2,017,000, which is based off its FY 2022-23 appropriation ordinance. This figure includes the Library's general corporate levy and additional 0.02% building maintenance levy. In total, this request represents a \$74,304, or 3.82%, increase over the Library's 2021 final tax extension.

	2021 Levy Extension	2022 Levy Request
Corporate	\$1,834,219	\$1,907,000
Building and Maintenance	<u>108,477</u>	<u>110,000</u>
Total Levy Request	\$1,942,696	\$2,017,000

The 2022 levy request of \$2,017,000 was approved by the Library's Board at its October 13, 2022 meeting.

Summary and Recommendation

After presentation and discussion during the October 17th committee of the whole meeting, the Village Board was in favor of not increasing the 2022 tax levy request. For tax year 2022, the Village's levy request will remain at the 2021 levy request of \$2,690,000. Although the Village is not increasing its overall levy request, we are expected add \$28,355 of additional revenue related to the value of new construction. Below is a summary of the 2022 levy request calculation using the current estimated EAV values:

2022 Estimated Total EAV	\$ 655,712,963
2022 Estimated New Construction EAV	(6,912,030)
2022 Estimated Rate Setting EAV	\$ 648,800,933

	0% CPI w/ New Construction		
2021 Tax Extension Estimated 2022 CPI Increase	\$	2,661,552.52 -	
Estimated 2022 New Construction Extension		28,354.94	
Estimated 2022 Tax Extension	\$	2,689,907.46	
2022 Levy Request	\$	2,690,000	
Levy Request Increase/(Decrease) From 2021		0.0%	
Estimated 2022 Tax Rate		0.410226	
2021 Tax Rate		0.436930	
2022 Increase/(Decrease)		(0.026704)	

In addition to the Village's levy, we will be including the Library's 2022 levy request of \$2,017,000. The total 2022 levy estimate for approval is:

Total Levy Request	\$4,707,000
Messenger Public Library Request	\$2,017,000
Village Levy Request	\$2,690,000

The Village currently has two alternate revenue bonds outstanding, both paid by pledged revenues. Any tax amounts to be levied for the purpose of debt service will continue to be abated.

2022 tax levies for Special Service Areas are estimated to be:

Special Service Area	<u>2022 Levy</u>	<u>Purpose</u>
Waterford Oaks	\$18,600	Mowing, Retention Pond
Oak Hill	10,000	Drainage Improvements
Timber Oaks	7,500	Mowing
Pinecreek III	2,000	Mowing
Willow Lakes	10,200	Mowing, Fence Repair
North Aurora Towne Center	30,000	Wetland/Basin Maintenance

RESOLUTION 03–2022

RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, PROVIDING FOR LEVY FOR THE LIBRARY'S FISCAL YEAR BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023

BE IT RESOLVED by the Messenger Public Library Board of Trustees of the Village of North Aurora, Kane County, Illinois as follows:

Section 1: Whereas the Library Board of Trustees approved on May 12, 2022 the Budget and Appropriation for FY 2022-2023 (Resolution # 02 - 2022).

<u>Section 2</u>: The following sums of money be and the same are hereby levied for the following purposes of the Library:

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	<u>AMOUNT</u> BUDGETED AND APPROPRIATED	AMOUNT FROM OTHER SOURCES	AMOUNT TO BE LEVIED
Salaries/Benefits	\$1,327,000	-	\$1,327,000
Library Equipment & Services	\$409,000		\$409,000
Library Materials	\$171,000		\$171,000
Capital Projects	\$225,000	\$225,000	\$0
TOTAL CORPORATE:	\$2,132,000	\$225,000	1,907,000
TOTAL BUILDING MAINTENANCE:	\$110,000.00		\$110,000.00
5	<u>AMOUNT</u> <u>APPROPRIATED</u>	OTHER SOURCES	AMOUNT LEVIED
Total Corporate	\$2,132,000	\$225,000	1,907,000
Total Building and Maintenance	\$110,000		\$110,000
I viai Dallang	\$2,242,000	\$225,000	2,017,000

Section 3: The amount to be levied as stated above (\$2,017,000) should be incorporated in the financial ordinances of the Village, including the Village's next levy to be filed in 2022.

Section 4. The Secretary shall file promptly with the Village of North Aurora a certified copy of this Resolution.

ADOPTED this 13th day of October 2022, pursuant to a roll call vote as follows:

AYES: 6 NAYS: ABSENT: ____

APPROVED by me this 13th day of October 2022.

President Mark Saperston

ATTEST:

Secretary Corinn Sparks

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

BE IT RESOLVED, by the Board of Library Trustees of the Village of North Aurora, Illinois, that an additional tax of .02% of the value of all taxable property in the Village as equalized or assessed by the Department of Revenue be levied for the fiscal Year beginning June 1, 2022 – May 31, 2023, by the Library's corporate authority for the maintenance, repairs, and alterations of library buildings and equipment, etc., as authorized by State of Illinois 75 ILCS 16/35(b).

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

Ayes _____ Nays _____ Abstain _____ Absent _____

nr

Mark Saperston President of the Messenger Library Board of Trustees

Pari Sparlie

Corinn Sparks Secretary of the Messenger Library Board of Trustees DATE: October 13, 2022

Memorandum

TO:Village President and Board of TrusteesFROM:Robyn Stecklein, Police Pension Board PresidentCC:Jason Paprocki, Finance Director/TreasurerDATE:October 18, 2022RE:Annual Police Pension Tax Levy Request

The June 1, 2022 actuarial valuation for the Police Pension Fund has been recently completed and presented to the Police Pension Board. The actuary determined that the required contribution from the Village increased from \$1,443,240 to \$1,652,487 for the 2022 tax levy year. This recommended contribution reflects the annual amount to have the pension fund 100% funded by 2040.

As President of the Police Pension Board, we request that the Village include the recommended contribution of \$1,652,487 in the upcoming 2022 tax levy for the funding of police pension plan.

SUMMARY OF REPORT

The regular annual actuarial valuation of the Village of North Aurora Police Pension Fund, performed as of June 1, 2022, has been completed and the results are presented in this report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended May 31, 2024.

The contribution requirements, compared with those set forth in the June 1, 2021 actuarial report, are as follows:

Valuation Date	6/1/2022	6/1/2021
Applicable to Fiscal Year Ending	<u>5/31/2024</u>	<u>5/31/2023</u>
Total Recommended Contribution	\$1,952,694	\$1,746,526
% of Projected Annual Payroll	64.5%	57.1%
Member Contributions (Est.)	(300,207)	(303,286)
% of Projected Annual Payroll	(9.9%)	(9.9%)
Village Recommended Contribution	1,652,487	1,443,240
% of Projected Annual Payroll	54.6%	47.2%

As you can see, the Total Recommended Contribution shows an increase when compared to the results determined in the June 1, 2021 actuarial valuation report. The increase is attributable to unfavorable plan experience, assumption changes reflected in this valuation, and an increase in assumed administrative expenses.

Plan experience was unfavorable overall on the basis of the plan's actuarial assumptions. Sources of unfavorable experience included the disablements of 2 active employees and an investment return of 5.65% (Actuarial Asset Basis) which fell short of the 6.50% assumption. These losses were offset in part by a gain associated with an average salary increase of 3.63% which fell short of the 4.60% assumption.

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

- CC: Steven Bosco, Village Administrator
- Date: November 7, 2022
- **RE:** IMLRMA Liability, Workers Compensation, and Other Coverage Renewal

The Village has received its 2023 coverage renewal from the Illinois Municipal League Risk Management Association (IMLRMA). This policy covers the Village's workers' comp, auto liability & comprehensive general liability, portable equipment, auto physical damage, and property coverage. The total 2023 contribution is \$335,424, which represents an increase of \$21,944, or 7.0%, compared to the 2022 contribution. The Village can elect to pay the 2023 contribution by November 18, 2022 and receive a 1% early payment discount. The 1% discount would save \$3,354.24, which brings the 2023 contribution to \$332,069.76.

Similar to prior years, the Village can elect to participate in the minimum-maximum program. This option allows the Village's contribution to vary based on claims experience. The Village could see a 15% reduction in normal loss fund contributions if claims experience is favorable, but could result in a 30% increase in normal loss fund contributions if claims experience is unfavorable. Using the 2023 normal contribution amount, the minimum-maximum program could result in a \$35,974 savings, or up to \$71,948 in additional costs compared to selecting the normal annual contribution. Historically, the Village has not participated in this program due to the volatility. During the last five completed policy years (2017-2021), the minimum-maximum program would have resulted in an additional \$128,477 in contributions.

#1	#2	#3	#4	#5	#6	#7	#8
				MIN-MAX CO	NTRIBUTION		
YEAR	NORMAL ANNUAL CONTRIBUTION	EXCESS & ADMINISTRATION COSTS (28.5% of normal annual contribution)	NORMAL CLAIM LOSS FUND (#2 minus #3)	MINIMUM CONTRIBUTION (85% of normal loss fund plus excess & admin costs)	MAXIMUM CONTRIBUTION (130% of normal loss fund plus excess & admin costs)	POSSIBLE SAVINGS (#2 minus #5)	POSSIBLE ADDITIONAL COST (#6 minus #2)
2023	335,424	95,596	239,828	299,450	407,372	35,974	71,948

YEAR	# CLAIMS	PAID CLAIMS	OUTSTANDING RESERVES	TOTAL EXPERIENCE	MINIMUM LOSS FUND	MAXIMUM LOSS FUND	EST. SAVINGS or (ADDITIONAL COST)
2017	14	\$21,686	\$0	\$21,686	\$173,183	\$264,868	\$30,562
2018	33	\$652,755	\$344,572	\$997,327	\$180,244	\$275,667	(\$63,616)
2019	24	\$308,634	\$1,841,311	\$2,149,944	\$180,244	\$275,667	(\$63,616)
2020	7	\$21,147	\$41,443	\$62,589	\$180,244	\$275,667	\$31,808
2021	22	\$222,780	\$86,258	\$309,038	\$180,244	\$275,667	(\$63,616)

2017-2021 estimated savings/(additional cost) (\$128,477)

The staff recommendation is to continue with the normal annual contribution amount for 2023 and take advantage of the 1% early payment discount. As noted, this would bring the Village's 2023 contribution to \$332,069.76. Based on the unpredictability of recent claims trends, we would not recommend participating in the minimum-maximum program.



October 3, 2022

The Honorable Mark Gaffino Village President Village of North Aurora 25 East State Street North Aurora, IL 60542-1668

Dear Village President Gaffino:

The Illinois Municipal League Risk Management Association (RMA) thanks you for your continued participation in the RMA program. We are very proud of our long history of providing a comprehensive and innovative risk management program and superior customer service to our members.

Enclosed please find your municipality's invoice for the 2023 coverage year starting on January 1, 2023. While the effects of inflation are noticeable in the overall rising costs of claims and increased auto and property values, RMA knows the importance of budget stability and we have worked hard to keep any specific rate increases to a minimum after four years of flat rates. We are also pleased to continue to offer a 1% early payment discount if your contribution payment is received in full by November 18, 2022.

We are pleased to provide the following coverage enhancements for 2023:

- Expanded property in the open coverage to include power poles, power lines and wires, up to 10% of property values on file, not to exceed \$50,000 per occurrence, subject to a maximum of \$10,000 each item;
- Added blanket sales tax interruption coverage of \$25,000 per occurrence/annual aggregate with higher limits available by endorsement up to \$250,000; and,
- Added \$1 million indemnification coverage for sexual abuse claims if member immediately reported to proper authorities and prevented any expected or intended acts after the member knew or should have known of such acts.

These coverage enhancements are in addition to the protection, budget stability, convenience, loss control training, expert claims handling and superior customer service that you are already accustomed to as a valued RMA member.

We thank you for making RMA your choice for professional risk management services and insurance coverage. If you have questions about your 2023 renewal contribution amount or coverages, please contact Julia Reynolds at (800) 252-5051 ext. 1199 or Josh Odle at (800) 252-5051 ext. 2163.

If you would like one of our staff members to visit your municipality to review the RMA program and its benefits, or have any other questions or comments, please feel welcome to contact our main office at (217) 525-1220 to schedule an appointment. As always, please feel welcome to contact me directly at any time.

ours very tru BRAD COLE

Managing Director

c: Mandy Flatt, Risk Management Coordinator

Disclaimer: The trade secret, commercial, and financial information contained in the documents hereby provided are proprietary, privileged, and confidential IMLRMA/CCMSI records. Distribution of such trade secret, commercial, or financial information is prohibited and would cause competitive harm to IMLRMA/CCMSI.

169 ABILL 09022022

Illinois Municipal League



INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side. Date: October 3, 2022 Member: Village of North Aurora Account #: 0414 Indicate Payment Option (from list below): _____ Amount Enclosed: \$_____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2023 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION \$168,247 Work Comp \$124,375 Auto Liability & Comprehensive General Liability \$2,166 Portable Equipment \$7,083 Auto Physical Damage \$33,553 Property \$335,424 \$1,500 2023 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES* \$336,924 INVOICE TOTAL

PLEASE CHOOSE ONE OF THE FOLLOWING **PAYMENT OPTIONS and enter it in the space** provided above: **OPTION #1** – Pay Full Amount **Contribution Amount** \$335,424.00 \$3,354.24 Minus 1% Savings \$332,069.76 \$1,500.00 Illinois Municipal League Dues \$333,569.76 Total due by 11/18/22 **OPTION #2** - Pay Full Amount **Contribution Amount** \$335,424.00 \$1,500.00 Illinois Municipal League Dues \$336,924.00 Total due by 12/16/22 **OPTION #3** - Pay in two installments Includes 1% installment fee \$335,424.00 **Contribution Amount** \$3,354.24 Plus 1% fee \$338,778.24 \$1,500.00 Illinois Municipal League Dues \$340,278.24 \$170,139.12 Due by 12/16/22 \$170,139.12 Due by 5/19/23

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title:_____

Date:_____

INTEROFFICE MEMORANDUM

VILLAGE PRESIDENT GAFFINO AND NORTH AURORA BOARD OF TRUSTEES
JOSEPH DELEO, CHIEF OF POLICE
AUTHORIZATION TO PURCHASE THREE (3) POLICE SQAUD VEHICLES
OCTOBER 14, 2022
STEVEN BOSCO, VILLAGE ADMINISTRATOR

<u>Issue</u>

Staff is seeking the authorization to purchase three (3) 2023 Ford utility AWD police patrol vehicles.

Discussion

Based upon the on-going fleet replacement schedule, two (2) Ford Explorers (2016 and 2019) and one (1) 2012 Chevy Impala are slated to be replaced due to age, mileage, wear and tear, etc. Staff is seeking approval to replace those three (3) vehicles with three (3) Ford utility AWD patrol vehicles. The total cost for the three (3) vehicles is \$130,196.00. The amount budgeted for the purchase of the vehicles is \$152,100.00. The purchase will be made through Morrow Bros. Ford, located in Greenfield, IL. Morrow Bros. won the state bid pricing for the Ford vehicles and is a state bid vendor who we have purchased vehicles from in the past. The entire fleet of patrol vehicles are AWD Ford Explorers. All three (3) of the replaced vehicles will go to auction.

Conclusion

Staff recommends the authorization to purchase three (3) 2023 Ford utility AWD patrol vehicles in the amount of \$130,196.00 from Morrow Bros. Ford.



VENDOR	
Company:	Morrow Brothers Ford
Address:	1242 Main St
City/State:	Greenfield, IL
Zip/Postal Code:	62044
Phone:	12173683037
Fax:	2173683517
Contact Name:	Richie Wellencamp

BI	LI		N	G	
		-	_		

North America Balling Demonstrations
North Aurora Police Department
200 S. Lincolnway
North Aurora, IL
60542
630-897-8705
630-897-8700
Sgt. Dan Cyko

Company:	North Aurora Police Department
Address:	200 S. Lincolnway
City/State:	North Aurora, IL
Zip/Postal Code:	60542
Phone:	630-897-8705
Fax:	630-897-8700
Contact Name:	Sgt. Dan Cyko

PURCHASE ORDER

P.O. Number:	NAPD_160_61
P.O. Date:	2022/10/14
Terms:	UPON DELIVERY

POLI	CE	DEP	PART	MENT

200 South Lincolnway North Aurora, Illinois 60542 Phone: (630) 897-8705 Fax: (630) 897-8700 www.northaurora.org

> DAVID C. FISHER CHIEF OF POLICE

Item #	Description	Quantity	Unit Price	Amount
1	2023 FORD EXPLORER	1	\$39,590.00	\$39,590.00
2	YZ_OXFORD WHITE	1	\$0.00	\$0.00
3	DDSS (DELETE DRIVER SIDE SPOTLIGHT)	1	\$-100.00	\$-100.00
4	DELIVER MULTIPLE UNITS (SEE PO NAPD_160_66_75)	1	\$250.00	\$250.00
5	LICENSE AND TITLE (PASSENGER PLATES)	1	\$386.00	\$386.00
6	65U-INTERIOR UPGRADE	1	\$380.00	\$380.00
7	66A-FRONT HEADLAMP LIGHTING SOLUTION	1	\$840.00	\$840.00
8	66C-REAR LIGHTING SOLUTION	1	\$430.00	\$430.00
9	17T-RED/WHITE CARGO AREA LIGHT	1	\$50.00	\$50.00
10	21L-FRONT AUX LED LIGHTS (R/B)	1	\$530.00	\$530.00
11	60A-PRE WIRE GRILLE	1	\$50.00	\$50.00
12	64E-18" PAINTED WHEELS	1	\$480.00	\$480.00
13	87R-REAR VIEW CAM IN REAR VIEW MIRROR	1	\$0.00	\$0.00
14	1435X - CARS KEYED ALIKE	1	\$60.00	\$60.00
15	WTECH-WEATHERTECH FLOOR LINERS FRONT/REAR	1	\$190.00	\$190.00
16	549-HEATED SIDE VIEW MIRROR	1	\$190.00	\$190.00
17	76R-REVERSE SENSING	1	\$260.00	\$260.00
18	17A-AUX AIR CONDITIONING	1	\$590.00	\$590.00

Notations: PATROL VEHICLE

TOTAL	\$44,176.00

Authorized By:



STATE OF ILLINOIS POLICE INTERCEPTOR GOVERNMENT PRICING

ORDERING AGENCY: NORTH AURORA POLICE DEPARTMENT
CONTACT PERSON: SGT DAN CYKO CELL: 331-452-9877
FORD FLEET # QF401 PURCHASE ORDER # NAPD_160_6
QUANTITY: O cost Each: $s \frac{44.76}{2} co$
ADDRESS: 200 SOUTH LINCOLNWAY
CITY: NORTH AURORA ZIP CODE: 60542 TAX EXEMPT # E999_6 - 0710 - 06
PHONE: <u>630-897-8705</u> FAX: <u>630-897-8700</u> EMAIL: <u>dcyko@northaurora.org</u>
TOTAL ORDER COST: \$ 441763 CC
SIGNATURE

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044 Phone # 1-217-368-3037 Fax # 1-217-368-3517 Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

MECHANICAL

- Drivetrain All-Wheel-Drive
- V6 Direct Injection Gasoline Engine 136 MPH Top Speed
- Brakes 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. Towing Capacity
- Column Shifter
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Suspension Independent Front & Rear
 Transmission 10-Speed Automatic
- Transmission Oil Cooler

EXTERIOR

- Exhaust True Dual (down-turned)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Headlamps Automatic, LED Low -and-High Beam
 Pre-molded Side Warning LED Holes (does not include LED Warning Modules)
- Liftgate Manual 1-Piece Fixed Glass w/Door-Lock Cylinder
- · Power Mirror Glass, Manual Folding with Integrated Spotter
- Spare Full Size 18" Tire w/TPMS
- Tail lamps LED
- Tires 245/60R18 A/S BSW
- Wheels 18" Painted Black Steel with Stainless Steel Hub Cover

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- · Airbags, dual-stage driver & front-passenger, side seat,
- passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes with Traction Control
- Brakes Police Calibrated High-Performance
- Belt-Minder® (Front Driver / Passenger)
- Individual Tire Pressure Monitoring System
- Rearview Camera with Washer, Viewable in 4.2" Center Stack
- Seat Belts, Pretensioner/Energy-Management System
- w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
- AM/FM / CD / MP3 Capable / Clock / 4-speakers
- Bluetooth® interface Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 UBS Port (1)
- 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics[™] Includes Fleet Telematics Modem and
- complimentary 2-year subscription
- Front Door Tether Straps (driver/passenger)
- Power Pigtail Harness
- Front Recovery Tow Hook Provision (1)
- Two-Way Radio Pre-Wire
- Two (2) 50 amp battery power circuits power distribution junction
- block (behind 2nd row passenger seat floorboard)
- Wipers Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

INTERIOR / COMFORT

- Cargo Hooks in Cargo Area
- Dual-Zone Electronic Automatic Temperature Control
- Power Door Locks
- Power Windows with Driver Control Feature
- Fixed Pedals (Driver Dead Pedal)
- Floor Flooring Heavy-Duty Thermoplastic Elastomer
- Glove Box Locking/Non-Illuminated
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
- 3rd row overhead map light
- Mirror Day/Night Rear View
- Particulate Air Filter
- Powerpoints (1) First Row
- Rear-Window Defrost
 Scuff Plates Front & Rear
- Scurr Plates
 Seats
- 1st Row Police Grade Cloth Trim, Dual Front Buckets
- 1st Row Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar)
- 1st Row Passenger 2-way manual track (fore/aft. with manual recline)
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Cruise Control
- Speedometer Calibrated (includes digital readout)
- · Steering Wheel Tilt / Telescoping and 4 user configurable switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray Center of I/P for mounting aftermarket equipment

OPTIONS INCLUDED

- Gasoline Engine (99B / 44U)
- All Wheel Drive (K8A)
- Interior Lights Disabled, Dark Mode (43D)
- Driver's Side LED Spotlight (51R)
- Ignition Override System (47A)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

ILLINOIS GOVERNMENT PRICE \$39,590.00

2023 POLICE INTERCEPTOR UTILITY

SERIES	OPTION CODE	CHARGE	SELECTION
AWD Utility Police Interceptor, 3.3L Gasoline, 136-MPH Top Speed	99B/44U	\$39,590.00	4
AWD Utility Police Interceptor, 3.3L Hybrid, 136-MPH Top Speed	99W/44B	Add \$2,775.00	Ċ
AWD Utility Police Interceptor, 3.0L EcoBoost, 148-MPH Top Speed	99C/44U	Add \$3,775.00	

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
Medium Brown Metallic	BU	Add \$0.00	
Arizona Beige Metallic Clearcoat	E3	Add \$0.00	
Vermillion Red	E4	Add \$0.00	
Blue Metallic	FT	Add \$0.00	
Agate Black	UM	Add \$0.00	
Smokestone Metallic	HG	Add \$0.00	
Kodiak Brown Metallic	J1	Add \$0.00	
Dark Toreador Red Metallic	JL	Add \$0.00	
Carbonized Grey	M7	Add \$0.00	
Dark Blue	LK	Add \$0.00	
Royal Blue	LM	Add \$0.00	
Light Blue Metallic	LN	Add \$0.00	
Silver Grey Metallic	TN	Add \$0.00	
Sterling Grey Metallic	UJ	Add \$0.00	
Iconic Silver Metallic	JS	Add \$0.00	
Medium Titanium Metallic	YG	Add \$0.00	p
Oxford White	YZ	Add \$0.00	NR.

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Cloth Front Buckets / Vinyl Rear • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 60/40 Split Vinyl	96 Standard	Standard	k
Cloth Front Buckets / Cloth Rear • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 35/30/35 Split Cloth	F6 Optional	Add \$60.00	

OPTIONAL UTILITY DELETIONS	CODE	CHARGE	SELECTION
Delete Driver's Side Spotlight	DDSS	Credit \$100.00	A
Delete Ignition Override System	DIOS	Credit \$100.00	

LICENSE, TITLE FEE AND DELIVERY		CHARGE	SELECTION
M	-	Add \$225.00	
MP	-	Add \$225.00	
Sheriff	1	Add \$225.00	
Delivery - Single Unit	-	Add \$300.00	9
Delivery - Multiple Units	-	Add \$250.00 each	Br .
Agency Pick-up in Greenfield, Illinois - Does Not Include Fuel	-	\$0.00	
Agency Pick-up in Greenfield, Illinois with Full Tank of Fuel	-	Add \$100.00	

7 NEED PASSENGER PLATES

OPTIONAL EQUIPMENT	OPTION CODE	CHARGE	SELECTION	
INTERIOR UPGRADE OPTION	OF HON CODE	CHARGE	SELECTION	
1st and 2nd Row Carpet Floor Covering				
Cloth Seating, Front and Rear				
Center Floor Console less shifter w/unique Police console finish plate				
 Includes Console and Top Plate with 2 cup holders 				
• Floor Mats, front and rear (carpeted)				
• Deletes the standard console mounting plate (85D)				
• SYNC® 3				
 Enhanced Voice Recognition Communications and Entertainment System 			0	
 4.2" Color LCD Screen Center-Stack "Smart Display" 	65U	Add \$380.00	N.	
○ AppLink®				
○ 911 Assist®				
Note: Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth®				
Interface with SYNC®				
Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with				
your voice. It is compatible with select smartphone platforms. Commands may vary by				
phone and Applink® software.				
FRONT HEADLAMP LIGHTING SOLUTION				
 Includes LED Low beam/High beam headlamp, Wig-Wag function and (2) White LED 	CC A	Add \$940.00	4	
side warning lights in each headlamp	66A	Add \$840.00	N.	
TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY				
 Pre-existing holes with standard twist lock sealed capability (does not include LED 	86T	Add #60.00		
Warning) (eliminates need to drill housing assemblies)	001	Add \$60.00		
REAR LIGHTING SOLUTION				
 Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / 				
passenger side blue) mounted to inside liftgate glass	66C	Add \$430.00		
 Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / 			A	
Passenger side blue) installed on inside lip of liftgate			17.0	
LED lights only. Wiring, controller "not" included.				
Rear console mounting plate (85R) – contours through 2nd row; channel for wiring				
Pre-wiring for grille LED lights, siren and speaker (60A)	-			
Wiring harness I/P to rear cargo area (overlay)				
 Two (2) light cables – supports up to six (6) LED lights (engine compartment/arille) 	0711	110500.00	_	
compartment/grille) One (1) 10-amp siren/speaker circuit engine compartment 	67U	Add \$530.00		
 Rear hatch/cargo area wiring – supports up to six (6) rear LED lights 				
Does "not" include LED lights, side connectors or controller				
 Recommend Police Wire Harness Connector Kit 67V 				
POLICE WIRE HARNESS CONNECTOR KIT - FRONT/REAR				
For connectivity to Ford PI Package solutions includes (FRONT):				
 (2) Male 4-pin connectors for siren 				
 (5) Female 4-pin connectors for lighting/siren/speaker 				
• (1) 4-pin IP connector for speakers				
• (1) 4-pin IP connector for siren controller connectivity				
• (1) 8-pin sealed connector				
• (1) 14-pin IP connector				
 For connectivity to Ford PI Package solutions includes (REAR): 	67V	Add \$190.00		
 (2) Male 4-pin connectors for siren 			-	
 (5) Female 4-pin connectors for lighting/siren/speaker 				
• (1) 4-pin IP connector for speakers				
• (1) 4-pin IP connector for siren controller connectivity				
 (1) 4-pin liP connector (1) 14-pin IP connector 				

KEY EXTERIOR OPTIONS	OPTION CODE	CHARGE	SELECTION
AMPS / LIGHTING			
Daytime Running Lamps	942	Add \$50.00	
Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)	17T	Add \$50.00	
 Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Iote: Requires 60A 	21L	Add \$530.00	4
 Front Interior Visor Light Bar (LED) Whelen FST Front Inner Edge Trio (Red/Blue/White), 5 Year Warranty 	FST	Add \$1,080.00	[,] D
Pre-wiring for grille LED lights, siren and speaker	60A	Add \$50.00	P
 Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) LED lights only. Wiring, controller "not" included. 	43A	Add \$420.00	
 Whelen Rear Quarter Glass Side Warning LED Lights (Duo Red/Blue) LED lights only. Wiring, controller "not" included. 	63L	Add \$570.00	
 Interior Rear LED Light Bar Whelen RST Rear Trio (Red/Blue/Amber) Inner Edge, 5 Year Warranty 	RST	Add \$1,180.00	
 Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) Located on backside of exterior mirror housing LED lights only. Wiring, controller "not" included. 	63B	Add \$280.00	
BODY			_
Glass – Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	Add \$120.00	
Glass – Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	92R	Add \$90.00	
Underbody Deflector Plate (engine and transmission shield)	76D	Add \$360.00	
VHEELS	051	00.000 664	-
Wheel Covers (18" Full Face Wheel Cover)	65L	Add \$60.00	
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel.	64E	Add \$480.00	μ
AUDIO / VIDEO			
 12.1" Integrated Computer Screen Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable Includes SYNC 3® 	47E	Add \$2,580.00	•
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View			
Airror)	070	Nie Obarra	YC.
Note: This option replaces the standard display in the center stack area.	87R	No Charge	P.
Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror			
 Rear Camera On-Demand – allows driver to enable rear camera on-demand 	19V	Add \$220.00	
DOORS / LOCKS			
 Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Locks/windows operable from driver's door switches only 	52P	Add \$160.00	
 Rear-Door controls Inoperable (locks, handles and windows) 	68G	Add \$75.00	
Note: Locks/windows operable from driver's door switches only		Add \$10.00	
 Remote Keyless-Entry Key Fob (w/o Keypad) – (includes 4-key fobs) 			
Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike	55F	Add \$320.00	
KEYS (can be ordered with Remote Keyless Entry 55F)		1	~
Keyed Alike – 1435x	59E	Add \$60.00	Ŕ
Keyed Alike – 1284x	59B	Add \$60.00	
• Keyed Alike – 0135x	59D	Add \$60.00	
Keyed Alike – 0576x	59F	Add \$60.00	
Keyed Alike – 1111x	59J	Add \$60.00	
Keyed Alike – 1294x	59C	Add \$60.00	
Keyed Alike – 0151x	59G	Add \$60.00	

KEY EXTERIOR OPTIONS (cont.)	OPTION CODE	CHARGE	SELECTION
FLOORING / SEATS			
 1st and 2nd row carpet floor covering 	16C	Add \$120.00	, D
Front & Rear WeatherTech Floor Liners	WTECH	Add \$190.00	J J
 Power passenger seat (8-way) w/2-way manual recline and lumbar) 	87P	Add \$320.00	
Rear Center Seat Delete			
 Deletes the center section of the 2nd row seat 	85S	No Charge	
 Includes molded trim floor panel in lieu of center seat section 			
Rear Console Plate Conduit	85R	Add \$45.00	
SAFETY & SECURITY			
 Ballistic Door-Panels (Level III) – Driver Front-Door Only¹ 	90D	Add \$1,590.00	
 Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors¹ 	90E	Add \$3,190.00	
 Ballistic Door-Panels (Level IV+) – Driver Front-Door Only² 	90F	Add \$2,390.00	
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors ²	90G	Add \$4,790.00	
BLIS® – Blind Spot Monitoring with Cross-Traffic Alert	55B	Add \$570.00	
 Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. 	68B	Add \$685.00	
 Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) 	76P	Add \$170.00	
Note: Not available with option 96W			
Mirrors – Heated Sideview	549	Add \$60.00	A C
 Perimeter Anti-Theft Alarm Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn 	593	Add \$130.00	
 Police Engine Idle feature (Ford Factory Ignition Override System) This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. (3 year / 36,000 mile warranty) 	47A	INCLUDED	
Reverse Sensing	76R	Add \$260.00	Å
MISCELLANEOUS			
Aux Air Conditioning	17A	Add \$590.00	×
Note: Recommended for K9 Use			
Additional Noise Suppression Bonds, Ground Straps	60R	Add \$100.00	
Engine Block Heater	41H	Add \$90.00	
Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	Add \$90.00	
H8 AGM Battery (850 CCA/92-amp)	19K	Add \$120.00	
Rear Bumper Step Pad	16P	Add \$90.00	
100 Watt Siren/Speaker	18X	Add \$290.00	
OBD-II Split Connector Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	Add \$60.00	

Tested and meets the requirements of NIJ Standard 0108.01 Level III

• 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)

Per LAPD requirements, they re also designed to withstand special threat rounds.

• 7.62 x 39 mm MSC 7.9g (Type 56)

• 5.56 x 45 mm M193 3.36g

5.56 x 45mm M855 4g

² Tested and meets the requirements of NIJ Standard 0108.01 Level IV.

.30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)

Designed to withstand special threat rounds

• 7.62 x 54R LPS 9.65g

• 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)

In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

WARNING EQUIPMENT AND PACKAGES	CHARGE	SELECTION
 Basic Patrol Package Whelen Liberty II 48" LED Light Bar Integrated Alley Lights, Take Downs with Flash Integrated Traffic Advisor Full Feature Siren w/ Light Controls, PA (Whelen) 100 Watt Siren Speak w/Bracket (Whelen) 4 Corner LED Warning, 2-Front 2-Rear (Whelen) Custom Equipment Console 12 Volt Outlets, USB Port, Cup holders, Arm-Rest Light Bar Mounting Kit Installation of Customer Supplied 2-Way Radio and Antenna All Parts, Labor, and Professional Installation 	Add \$5,980.00	Ċ
Upgrade Light Bar to Whelen Legacy Model	Add \$1,970.00	
 Slick Top Package Interior LED's in lieu of Light Bar; Includes Whelen FST Trio & RST Trio 	Add \$5,980.00	
Two Whelen Micron LED Grill Lights (standard with Slick Top Package)	Add \$280.00	
180 Degree Under Mirror LED Side Warning	Add \$490.00	
Whelen Tracer Lower Side Warning	Add \$1,980.00	
Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess	Add \$930.00	
Supply & Install LED Light in Prisoner Area	Add \$160.00	
Rear Window Armor, 2nd Row	Add \$290.00	
Dual Weapons Rack w/Timer; AR/870 Setina or Pro Gard	Add \$830.00	
Push Bumper with 4 Ion LED Warning Lights	Add \$1,180.00	
Rear Prisoner Seat w/ Cargo Barrier	Add \$1,680.00	
Rear Cargo Barrier Only	Add \$690.00	
Mount for Customer Supplied Docking Station (includes new charge guard)	Add \$490.00	
Install Additional Radio	Add \$90.00 each	
Install Video* Camera System	Add \$490.00	
Install Radar* System	Add \$90.00	
Locking Dual-Drawer Rear Cargo Storage Cabinet	Add \$2,360.00	
Whelen Rear Pillar LED Warning	Add \$990.00	

Above prices include all parts, mounting brackets, freight and professional installation.

*Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit

MORROW BROTHERS FORD INC. TRADE INFORMATION

CONTACT: Richie M. Wellenkamp PHONE: 1-217-368-3037 FAX: 1-217-368-3517

ORDERING AGENCY:	CONTACT:
ADDRESS:	CITY:
PHONE NUMBER:	FAX NUMBER:
TRADE VALUE (MORROW BROTHERS USE ONLY) \$	×
TRADE-IN VEHICLE INFORMATION	
YEARMAKEN	MODEL / BODY STYLE
COLOR	VIN #
ENGINE TRANSMISSION	MILEAGE
FRONT WHEEL DRIVE ALL-WHEEL DRIVE	4X4 TRUCK 2WD TRUCK

HAS THIS VEHICLE BEEN USED AS A K9 UNIT?

LIST ANY BODY DAMAGE:

LIST ANY MECHANICAL PROBLEMS OR DEFECTS:

YOU MAY E-MAIL PICTURES TO: richie@morrowbrothersfordinc.com

WE WILL TRADE FOR ANYTHING!



VENDOR		
Company:	Morrow Brothers Ford	
Address:	1242 Main St	
City/State:	Greenfield, IL	
Zip/Postal Code:	62044	
Phone:	12173683037	
Fax:	2173683517	
Contact Name:	Richie Wellencamp	

B	I	L	L	Ν	C	j

North Aurora Police Department	
200 S. Lincolnway	
North Aurora, IL	
60542	
630-897-8705	
630-897-8700	
Sgt. Dan Cyko	
	200 S. Lincolnway North Aurora, IL 60542 630-897-8705 630-897-8700

SHIPPING

Company:	North Aurora Police Department	
Address:	200 S. Lincolnway	
City/State:	North Aurora, IL	
Zip/Postal Code:	60542	
Phone:	630-897-8705	
Fax:	630-897-8700	
Contact Name:	Sgt. Dan Cyko	

Authorized By:

PURCHASE ORDER

P.O. Number:	NAPD_160_66_75	
P.O. Date:	2022/10/14	
Terms:	UPON DELIVERY	

Item #	Description	Quantity	Unit Price	Amount
1	2023 FORD POLICE INTERCEPTOR UTILITY (COLOR UM AGATE BLK)	2	\$39,590.00	\$79,180.00
2	Incl OPT (99B/44U,K8A,43D,51R,47A,66B,18D, 5/10000 WARR)	2	\$0.00	\$0.00
3	MP - Municipal Police Plates	2	\$225.00	\$450.00
4	DELIVERY - MULTIPLE UNITS	2	\$250.00	\$500.00
5	66A - Front Headlamp Solution	2	\$840.00	\$1,680.00
6	66C- Rear Lighting Solution	2	\$430.00	\$860.00
7	17T - Switchable Red/White Light Cargo	2	\$50.00	\$100.00
8	21L - Front Warning Aux LED R/B	2	\$530.00	\$1,060.00
9	60A - Pre-Wiring grille LED	2	\$50.00	\$100.00
10	87R - Rear View Cam - Rear view mirror	2	\$0.00	\$0.00
11	68G - Rear Door Control Inoperable	2	\$75.00	\$150.00
12	59E - Keyed Alike 1435x	2	\$60.00	\$120.00
13	549 - Heated Side View Mirrors	2	\$60.00	\$120.00
14	76R - Reverse Sensing	2	\$260.00	\$520.00
15	17A - Aux Air Conditioning	2	\$590.00	\$1,180.00

Notations: PATROL VEHICLE		
PATROL VEHICLE		
	TOTAL	\$86,020.00

POLICE DEPARTMENT

200 South Lincolnway North Aurora, Illinois 60542 Phone: (630) 897-8705 Fax: (630) 897-8700 www.northaurora.org



STATE OF ILLINOIS POLICE INTERCEPTOR GOVERNMENT PRICING

Morrow Brothers Ford Inc. 1242 Main Street Greenfield, IL 62044 Phone # 1-217-368-3037 Fax # 1-217-368-3517 Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

MECHANICAL

- Drivetrain All-Wheel-Drive
- V6 Direct Injection Gasoline Engine 136 MPH Top Speed
- · Brakes 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. Towing Capacity
- Column Shifter
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Suspension Independent Front & Rear
- Transmission 10-Speed Automatic
- Transmission Oil Cooler

EXTERIOR

- Exhaust True Dual (down-turned)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Headlamps Automatic, LED Low -and-High Beam
 Pre-molded Side Warning LED Holes (does not include LED Warning Modules)
- · Liftgate Manual 1-Piece Fixed Glass w/Door-Lock Cylinder
- · Power Mirror Glass, Manual Folding with Integrated Spotter
- Spare Full Size 18" Tire w/TPMS
- Tail lamps LED
- Tires 245/60R18 A/S BSW
- Wheels 18" Painted Black Steel with Stainless Steel Hub Cover

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- · Airbags, dual-stage driver & front-passenger, side seat,
- passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes with Traction Control
- Brakes Police Calibrated High-Performance
- Belt-Minder® (Front Driver / Passenger)
- Individual Tire Pressure Monitoring System
- · Rearview Camera with Washer, Viewable in 4.2" Center Stack
- Seat Belts, Pretensioner/Energy-Management System
- w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / CD / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 UBS Port (1)
- 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics ™ Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front Door Tether Straps (driver/passenger)
- Power Pigtail Harness
- Front Recovery Tow Hook Provision (1)
- Two-Way Radio Pre-Wire
- Two (2) 50 amp battery power circuits power distribution junction
- block (behind 2nd row passenger seat floorboard)
- Wipers Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

INTERIOR / COMFORT

- Cargo Hooks in Cargo Area
- Dual-Zone Electronic Automatic Temperature Control
- Power Door Locks
- Power Windows with Driver Control Feature
- Fixed Pedals (Driver Dead Pedal)
- Floor Flooring Heavy-Duty Thermoplastic Elastomer
- Glove Box Locking/Non-Illuminated
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
- 3rd row overhead map light
- Mirror Day/Night Rear View
- Particulate Air Filter
- Powerpoints (1) First Row
- Rear-Window Defrost
- Scuff Plates Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Cruise Control
- Speedometer Calibrated (includes digital readout)
- Steering Wheel Tilt / Telescoping and 4 user configurable switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray Center of I/P for mounting aftermarket equipment

OPTIONS INCLUDED

- Gasoline Engine (99B / 44U)
- All Wheel Drive (K8A)
- Interior Lights Disabled, Dark Mode (43D)
- Driver's Side LED Spotlight (51R)
- Ignition Override System (47A)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

ILLINOIS GOVERNMENT PRICE \$39,590.00

2023 POLICE INTERCEPTOR UTILITY

SERIES	OPTION CODE	CHARGE	SELECTION
AWD Utility Police Interceptor, 3.3L Gasoline, 136-MPH Top Speed	99B/44U	\$39,590.00	μ (
AWD Utility Police Interceptor, 3.3L Hybrid, 136-MPH Top Speed	99W/44B	Add \$2,775.00	
AWD Utility Police Interceptor, 3.0L EcoBoost, 148-MPH Top Speed	99C/44U	Add \$3,775.00	

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
Medium Brown Metallic	BU	Add \$0.00	
Arizona Beige Metallic Clearcoat	E3	Add \$0.00	
Vermillion Red	E4	Add \$0.00	
Blue Metallic	FT	Add \$0.00	
Agate Black	UM	Add \$0.00	ġ.
Smokestone Metallic	HG	Add \$0.00	
Kodiak Brown Metallic	J1	Add \$0.00	
Dark Toreador Red Metallic	JL	Add \$0.00	
Carbonized Grey	M7	Add \$0.00	
Dark Blue	LK	Add \$0.00	
Royal Blue	LM	Add \$0.00	
Light Blue Metallic	LN	Add \$0.00	
Silver Grey Metallic	TN	Add \$0.00	
Sterling Grey Metallic	UJ	Add \$0.00	
Iconic Silver Metallic	JS	Add \$0.00	
Medium Titanium Metallic	YG	Add \$0.00	
Oxford White	YZ	Add \$0.00	

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Cloth Front Buckets / Vinyl Rear • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 60/40 Split Vinyl	96 Standard	Standard	1 the
Cloth Front Buckets / Cloth Rear • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 35/30/35 Split Cloth	F6 Optional	Add \$60.00	

OPTIONAL UTILITY DELETIONS	CODE	CHARGE	SELECTION
Delete Driver's Side Spotlight	DDSS	Credit \$100.00	
Delete Ignition Override System	DIOS	Credit \$100.00	

LICENSE, TITLE FEE AND DELIVERY		CHARGE	SELECTION
M	-	Add \$225.00	
MP	-	Add \$225.00	A
Sheriff	-	Add \$225.00	
Delivery - Single Unit	-	Add \$300.00	
Delivery - Multiple Units	-	Add \$250.00 each	de la
Agency Pick-up in Greenfield, Illinois - Does Not Include Fuel	-	\$0.00	
Agency Pick-up in Greenfield, Illinois with Full Tank of Fuel	-	Add \$100.00	

OPTIONAL EQUIPMENT	OPTION CODE	CHARGE	SELECTION
INTERIOR UPGRADE OPTION			
 1st and 2nd Row Carpet Floor Covering 			
Cloth Seating, Front and Rear			
 Center Floor Console less shifter w/unique Police console finish plate 			
 Includes Console and Top Plate with 2 cup holders 			
 Floor Mats, front and rear (carpeted) 			
 Deletes the standard console mounting plate (85D) 			
• SYNC® 3			
 Enhanced Voice Recognition Communications and Entertainment System 	65U	Add \$380.00	
 4.2" Color LCD Screen Center-Stack "Smart Display" 			-
○ AppLink®			
○ 911 Assist®			
Note: Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth® Interface with SYNC®			
Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with			
your voice. It is compatible with select smartphone platforms. Commands may vary by			
phone and Applink® software.			
FRONT HEADLAMP LIGHTING SOLUTION			
 Includes LED Low beam/High beam headlamp, Wig-Wag function and (2) White LED side warning lights in each headlamp 	66A	Add \$840.00	No.
TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY			
 Pre-existing holes with standard twist lock sealed capability (does not include LED 	86T	Add \$60.00	
Warning) (eliminates need to drill housing assemblies)	001	Add \$00.00	-
REAR LIGHTING SOLUTION			
 Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / 			
passenger side blue) mounted to inside liftgate glass			5
 Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / 	66C	Add \$430.00	
Passenger side blue) installed on inside lip of liftgate			
LED lights only. Wiring, controller "not" included.			
ULTIMATE WIRING PACKAGE			
 Rear console mounting plate (85R) – contours through 2nd row; channel for wiring Bre wiring for grille LED lights given and enceker (60A) 			
Pre-wiring for grille LED lights, siren and speaker (60A)			
 Wiring harness I/P to rear cargo area (overlay) Two (2) light cables – supports up to six (6) LED lights (engine 			
compartment/grille)	67U	Add \$530.00	
 One (1) 10-amp siren/speaker circuit engine compartment 	010	7 Idd \$000100	
 Rear hatch/cargo area wiring – supports up to six (6) rear LED lights 			
Does "not" include LED lights, side connectors or controller			
 Recommend Police Wire Harness Connector Kit 67V 			
POLICE WIRE HARNESS CONNECTOR KIT - FRONT/REAR			
 For connectivity to Ford PI Package solutions includes (FRONT): 			
 (2) Male 4-pin connectors for siren 			
 (5) Female 4-pin connectors for lighting/siren/speaker 			
 (1) 4-pin IP connector for speakers 			
 (1) 4-pin IP connector for siren controller connectivity 			
 (1) 8-pin sealed connector 			
 (1) 14-pin IP connector 			
 For connectivity to Ford PI Package solutions includes (REAR): 	67V	Add \$190.00	
 (2) Male 4-pin connectors for siren 			
 (5) Female 4-pin connectors for lighting/siren/speaker 			
 (1) 4-pin IP connector for speakers 			
 (1) 4-pin IP connector for siren controller connectivity 			
○ (1) 8-pin sealed connector			
○ (1) 14-pin IP connector			
Note: See upfitters guide for further detail at www.fordpoliceinterceptorupfit.com			

KEY EXTERIOR OPTIONS	OPTION CODE	CHARGE	SELECTION
AMPS / LIGHTING			A CONTRACT OF
Daytime Running Lamps	942	Add \$50.00	
 Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light) 	17T	Add \$50.00	
 Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Iote: Requires 60A 	21L	Add \$530.00	HE I
 Front Interior Visor Light Bar (LED) Whelen FST Front Inner Edge Trio (Red/Blue/White), 5 Year Warranty 	FST	Add \$1,080.00	
 Pre-wiring for grille LED lights, siren and speaker 	60A	Add \$50.00	
 Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in pplique panel) LED lights only. Wiring, controller "not" included. 	43A	Add \$420.00	
 Whelen Rear Quarter Glass Side Warning LED Lights (Duo Red/Blue) LED lights only. Wiring, controller "not" included. 	63L	Add \$570.00	
 Interior Rear LED Light Bar Whelen RST Rear Trio (Red/Blue/Amber) Inner Edge, 5 Year Warranty 	RST	Add \$1,180.00	
 Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) Located on backside of exterior mirror housing LED lights only. Wiring, controller "not" included. 	63B	Add \$280.00	
BODY			
Glass – Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	Add \$120.00	
 Glass – Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window 	92R	Add \$90.00	
 Underbody Deflector Plate (engine and transmission shield) 	76D	Add \$360.00	
VHEELS	0.51	A 11 000 00	
Wheel Covers (18" Full Face Wheel Cover)	65L	Add \$60.00	
 18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. 	64E	Add \$480.00	
VDIO / VIDEO			
 12.1" Integrated Computer Screen Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable Includes SYNC 3® 	47E	Add \$2,580.00	•
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View			
Airror)	070	No Channe	4
Note: This option replaces the standard display in the center stack area.	87R	No Charge	d
Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror			
 Rear Camera On-Demand – allows driver to enable rear camera on-demand 	19V	Add \$220.00	
DOORS / LOCKS	P		
 Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Locks/windows operable from driver's door switches only 	52P	Add \$160.00	
 Rear-Door controls Inoperable (locks, handles and windows) 	68G	Add \$75.00	N at
Note: Locks/windows operable from driver's door switches only			14
 Remote Keyless-Entry Key Fob (w/o Keypad) – (includes 4-key fobs) 			_
Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike	55F	Add \$320.00	
(EYS (can be ordered with Remote Keyless Entry 55F)			
Keyed Alike – 1435x	59E	Add \$60.00	D
• Keyed Alike – 1284x	59B	Add \$60.00	
• Keyed Alike – 1204A	59D	Add \$60.00	
Keyed Alike – 0576x	59F	Add \$60.00	
Keyed Alike – 1111x	59J	Add \$60.00	
• Keyed Alike – 1294x	59C	Add \$60.00	
Keyed Alike – 0151x	59G	Add \$60.00	

KEY EXTERIOR OPTIONS (cont.)	OPTION CODE	CHARGE	SELECTION
FLOORING / SEATS			
 1st and 2nd row carpet floor covering 	16C	Add \$120.00	
Front & Rear WeatherTech Floor Liners	WTECH	Add \$190.00	
 Power passenger seat (8-way) w/2-way manual recline and lumbar) 	87P	Add \$320.00	
Rear Center Seat Delete			
 Deletes the center section of the 2nd row seat 	85S	No Charge	
 Includes molded trim floor panel in lieu of center seat section 			
Rear Console Plate Conduit	85R	Add \$45.00	
SAFETY & SECURITY			
 Ballistic Door-Panels (Level III) – Driver Front-Door Only¹ 	90D	Add \$1,590.00	
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors ¹	90E	Add \$3,190.00	
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only ²	90F	Add \$2,390.00	
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors ²	90G	Add \$4,790.00	
BLIS® – Blind Spot Monitoring with Cross-Traffic Alert	55B	Add \$570.00	
• Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B	Add \$685.00	D
Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)	76P	Add \$170.00	
Note: Not available with option 96W	F 10	111000.00	No.
Mirrors – Heated Sideview Perimeter Anti-Theft Alarm	549	Add \$60.00	*-
 Perimeter Anti-Their Alarm Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn Requires Keyless-Entry Key Fob (55F) 	593	Add \$130.00	
 Police Engine Idle feature (Ford Factory Ignition Override System) This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. (3 year / 36,000 mile warranty) 	47A	INCLUDED	
Reverse Sensing	76R	Add \$260.00	E.
MISCELLANEOUS			
Aux Air Conditioning Note: Recommended for K9 Use	17A	Add \$590.00	1
Additional Noise Suppression Bonds, Ground Straps	60R	Add \$100.00	
Engine Block Heater	41H	Add \$90.00	
Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	Add \$90.00	
H8 AGM Battery (850 CCA/92-amp)	19K	Add \$120.00	
Rear Bumper Step Pad	16P	Add \$90.00	
100 Watt Siren/Speaker	18X	Add \$290.00	
OBD-II Split Connector Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	Add \$60.00	-

¹ Tested and meets the requirements of NIJ Standard 0108.01 Level III.

• 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)

Per LAPD requirements, they're also designed to withstand special threat rounds.

• 7.62 x 39 mm MSC 7.9g (Type 56)

• 5.56 x 45 mm M193 3.36g

• 5.56 x 45mm M855 4g

² Tested and meets the requirements of NIJ Standard 0108.01 Level IV.

.30-06 M2 AP 165gr (7.62 x 63 APM2 10.8g)

Designed to withstand special threat rounds

• 7 62 x 54R LPS 9.65g

• 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)

In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

WARNING EQUIPMENT AND PACKAGES	CHARGE	SELECTION
Basic Patrol Package		OLLEGHON
Whelen Liberty II 48" LED Light Bar		
Integrated Alley Lights, Take Downs with Flash		
Integrated Traffic Advisor		
Full Feature Siren w/ Light Controls, PA (Whelen)		
• 100 Watt Siren Speak w/Bracket (Whelen)		
• 4 Corner LED Warning, 2-Front 2-Rear (Whelen)	Add \$5,980.00	
Custom Equipment Console		
• 12 Volt Outlets, USB Port, Cup holders, Arm-Rest		
Light Bar Mounting Kit		
 Installation of Customer Supplied 2-Way Radio and Antenna 		
All Parts, Labor, and Professional Installation		
Upgrade Light Bar to Whelen Legacy Model	Add \$1,970.00	
Slick Top Package	Add \$5,980.00	
Interior LED's in lieu of Light Bar; Includes Whelen FST Trio & RST Trio		
Two Whelen Micron LED Grill Lights (standard with Slick Top Package)	Add \$280.00	
180 Degree Under Mirror LED Side Warning	Add \$490.00	
Whelen Tracer Lower Side Warning	Add \$1,980.00	
Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess	Add \$930.00	
Supply & Install LED Light in Prisoner Area	Add \$160.00	
Rear Window Armor, 2nd Row	Add \$290.00	
Dual Weapons Rack w/Timer; AR/870 Setina or Pro Gard	Add \$830.00	<u> </u>
Push Bumper with 4 Ion LED Warning Lights	Add \$1,180.00	
Rear Prisoner Seat w/ Cargo Barrier	Add \$1,680.00	
Rear Cargo Barrier Only	Add \$690.00	
Mount for Customer Supplied Docking Station (includes new charge guard)	Add \$490.00	D
Install Additional Radio	Add \$90.00 each	
Install Video* Camera System	Add \$490.00	
Install Radar* System	Add \$90.00	
Locking Dual-Drawer Rear Cargo Storage Cabinet	Add \$2,360.00	D
Whelen Rear Pillar LED Warning	Add \$990.00	

Above prices include all parts, mounting brackets, freight and professional installation.

*Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit

MORROW BROTHERS FORD INC. TRADE INFORMATION

CONTACT: Richie M. Wellenkamp PHONE: 1-217-368-3037 FAX: 1-217-368-3517

CONTACT:	
CITY:	
FAX NUMBER:	
\$	
_MODEL / BODY STYLE	
VIN #	
	MILEAGE
E 4X4 TRUCK	2WD TRUCK
TS:	
	CITY: FAX NUMBER:\$ MODEL / BODY STYLE VIN # E4X4 TRUCK

YOU MAY E-MAIL PICTURES TO: richie@morrowbrothersfordinc.com

WE WILL TRADE FOR ANYTHING!



MEMORANDUM

То:	North Aurora Village Board
From:	Kevin Drendel of Drendel & Jansons Law Group
DATE:	November 7, 2022
RE:	PROPOSED LAND SWAP AGREEMENT FOR PUBLIC WORKS BUILDING WITH SOUTHERN KANE COUNTY TRAINING ASSOCIATION
~~~~~~	

Staff has been talking with Southern Kane County Training Association (SKCTA) representatives for many months as the plans for a new public works building have been moving forward. At a recent past Board meeting, you determined that the preferred option for a new Public Works building is to build a new building on SKCTA property that would not be constrained by the existing building and would allow the Public Works Department to continue operating in the existing building while the new building is being constructed.

Toward that end, staff have been negotiating an agreement with the SKCTA for a land swap that would give the Village the ability to build a new Public Works building on vacant ground owned by the SKCTA in keeping with the preference of the Board. An agreement has been negotiated and drafted, and that agreement is being presented to the Board with this memo.

This is one of the most, if not the most, complicated real estate agreements the Village has entered into in many years. The first step in this process is to approve and sign the agreement with the SKCTA. In this memo I will summarize the key terms of the agreement and the process that needs to be followed to finalize the transaction, which most likely will not be finalized for many months (up to a year or more).

To begin with, we do not presently know exactly the dimensions and legal description of the SKCTA land that the Village needs to acquire. The exact dimensions and legal description will need to be developed after we have an approved schematic from the architect for the building. The building footprint will determine the dimensions and legal description of the property that needs to be acquired.

The Village will want to do other due diligence, such as environmental testing, soil testing, and other things. The architects will need to develop a basic building footprint and all the design elements of the building. Engineers will need to develop plans for the underground work, the interior roads, the stormwater facilities, etc.

During that same period of time, which will likely take place during the first 60 days after the agreement is signed, the SKCTA will have an opportunity to do its due diligence on the existing public works building to determine the condition of the building and confirm that they really want to go forward with the land swap. Either party may terminate the agreement during that first 60-day period.





## Memorandum

Once we have a schematic and footprint for the building and are able to get a survey for the SKCTA property to be acquired by the Village, as well as a survey of the existing Village property to be swapped with the SKCTA, we need to go through the statutory process to approve the transfer and acquisition of land. That process requires the following:

- 1. Approval by the Village Board by ³/₄ vote of a public hearing to consider the land swap;
- 2. Notice of the public hearing must be published in the paper not less than 15 days, nor more than 30 days before the hearing;
- 3. The notice must include the following:
  - a. A legal description of the Village parcel to be conveyed to the SKCTA;
  - b. A legal description of the SKCTA parcel to be conveyed to the Village; and
  - c. The basic terms and conditions of the exchange (which are contained in the agreement, that we will be approving up front)
- 4. We must conduct the public hearing and receive any public comments;
- 5. After the public hearing is closed, an ordinance must be approved by a ³/₄ vote that includes the following:
  - a. A legal description of the parcel to be conveyed to the SKCTA;
  - b. A statement that the parcel to be conveyed is no longer needed for the public interest;
  - c. A legal description of the parcel to be acquired by the Village;
  - d. An opinion that the parcel to be acquired will be useful to the Village for the public interest; and
  - e. A finding that the total value of the parcel being received is approximately equal to or greater in value then the parcel being conveyed taking the long-term public interest into account.

Following through with the statutory procedures to approve the land swap and transfer of title, however, is not the end of the process for the Village. We will need to initiate a special use/PUD process that will create a PUD over the entire area that includes both Village-owned property and SKCTA-owned property.

The PUD will include both the property being acquired by the Village on which the new Public Works building will be constructed along with the property being transferred to the SKCTA where the Public Works facility currently stands. It will include a reconfiguration of the private roadways and dedication of them to the Village establishing the circulation through the combined properties. It will include storm water detention/retention sufficient for the combined project that the Village will eventually control for the benefit of the Planned Unit Development area. The engineering plans and other details that are typically involved in a PUD will also be developed through that process, along with cross access easements, parking, etc.

Once we have the PUD in place, along with finished architectural and engineering plans, the Village can go out to bid on the project. The way the agreement with the SKCTA is drafted, the Village is not locked into the land swap unless and until we go out to bid and determine to construct the new Public Works building. Thus, if we find that the cost is prohibitive, we can still terminate the agreement. We are not





MEMORANDUM

locked in.

We have incorporated a 365-day due diligence period for the Village to accomplish all of that. The SKCTA will have 60 days to determine whether to go through with the agreement. After those 60 days, the contingency applies only in favor of the Village. Thus, the SKCTA is locked in after the 60 days, subject to the Village's determination to go through with the agreement and close on the transfer of the parcels at the end of the longer due diligence period. We have also built in the ability to extend that time period.

Once we have made a final determination to go through with the land swap and the construction of a new Public Works facility on the new property to be acquired by the Village, we will have a closing where the actual title to the properties will be transferred to each party, and the build out on the Public Works facility, the storm water facility, parking, roads, fire hydrants, etc. can begin.

The Public Works Department will continue to operate in the existing Public Works facility even after title transfer. Once the new Public Works facility is created and occupancy is granted, the Public Works Department will move out of the existing Public Works facility into the new Public Works facility, and the SKCTA will take possession of the old Public Works facility.

This is a contract in which the Village is basically the developer of the property, and we have a very long lead time to get from the date when we sign the agreement to a final closing where the real estate transfer will actually take place. Approving the agreement is the first step in the process. It triggers the first 60-days of due diligence, and the process will move forward from there.



# Memorandum

To:	Mark Gaffino, Village President & Board of Trustees
Cc:	Steven Bosco, Village Administrator
From:	John Laskowski, Public Works Director
Date:	October 27, 2022
Re:	Public Works Facility Land Swap Agreement with SKCTA

In past meetings, Village staff presented three potential options for the Public Works Facility. In summary these options are: Option 1: an addition to the existing facility; Option 2: demolishing the existing facility and designing a new one in its place; and Option 3: swapping land with the Southern Kane County Training Association (SKCTA) and relocating the new facility on the adjacent property. At the September 19, 2022 Village Board meeting, staff received formal direction to engage the SKCTA in discussions regarding the land swap and to present them with the draft land swap agreement prepared by the Village Attorney.

Since September 19, 2022, the Village has been working with the SKCTA to modify the agreement to address concerns and develop a mutually beneficial agreement. The highlights of the agreement have been summarized in the memorandum prepared by the Village Attorney.

The agreement presented today has been reviewed by both parties and approved by the SKCTA. It is the staff recommendation to approve the agreement and move into the Schematic Design phase of the project. The Village is currently under contract with Williams and Associates to complete this phase of the project in the amount of \$105,000. During this phase, the Village will work with the Architect, Civil Engineer, and Construction Manager to refine the conceptual design. The Construction Manager will then rely on the additional detail from Schematic Design to provide the Village with a more accurate project cost.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Resolution No.

# RESOLUTION APPROVING A LAND SWAP AGREEMENT WITH THE SOUTHERN KANE COUNTY TRAINING ASSOCIATION FOR PROPERTY ON WHICH TO CONSTRUCT A <u>NEW PUBLIC WORKS FACILITY</u>

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

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

Signed _____

#### **RESOLUTION NO.**

#### A RESOLUTION APPROVING A LAND SWAP AGREEMENT WITH THE SOUTHERN KANE COUNTY TRAINING ASOCIATION FOR PROPERTY ON WHICH TO CONSTRUCT A NEW PUBLIC WORKS FACILITY

**WHEREAS**, the existing Public Works facility is obsolete and no longer adequate for the Public Works Department; and

WHEREAS, the North Aurora Village President and Board of Trustees have determined that the best option for constructing a new Public Works facility is to acquire land owned by the Southern Kane County Training Association (the "SKCTA") in exchange for the existing Public Works facility and construct a new Public Works facility on vacant land that is not constrained by existing improvements; and

**WHEREAS**, North Aurora Village staff have negotiated an agreement with the SKCTA for the exchange of property owned by the SKCTA for the existing Public Works facility, the exact dimensions of which shall be determined in the due diligence period identified in the agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit A (the "Land Swap Agreement"); and

**WHEREAS**, the land swap must be approved in compliance with the authority under Section 11-76.2-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-76.2-1 et seq.), as provided in the Land Swap Agreement; and

**WHEREAS**, President and Board of Trustees determine it is in the best interests of the village of North Aurora to enter into the Land Swap Agreement and to initiate the due diligence provided for in the Land Swap Agreement for the exchange of property for the construction of a new Public Works facility.

**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 Land Swap Agreement in the form attached hereto is hereby approved, and the Village Administer and/or his designee(s) is/are hereby authorized and directed sign the Land Swap Agreement and to take whatever actions are necessary and appropriate to carry out and enforce the terms and conditions thereof for the eventual exchange of real estate for the construction of a new Public Works facility.

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 Gaffino _____ Mark Guethle _____

Michael Lowery _____ Carolyn Salazar

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

Mark Gaffino, Village President

ATTEST:

Jessica Watkins, Village Clerk

R:\Secretary\Clients - Municipal\VONA\Real Property Acquisition\300 Butterfield Road (SKCTA)\2022-11-07 Resolution Approving Land Swap Agreement with SKCTA.docx

# EXHIBIT A

Land Swap Agreement

#### AN AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY BETWEEN THE VILLAGE OF NORTH AURORA AND THE SOUTHERN KANE COUNTY TRAINING ASSOCIATION.

THIS AGREEMENT (Agreement) dated as of ______, 2022 (Effective Date) is made by and between the Village of North Aurora, an Illinois municipal corporation (Village), and the Southern Kane County Training Association, an Illinois nonprofit corporation (SKCTA).

WHEREAS, the SKCTA owns property commonly known as 300 Butterfield Road, North Aurora, IL 60542, on which it operates for nonprofit purposes a regional center for local governmental entities in fire, EMS, and disaster training that is legally described in Exhibit A to this Agreement (SKCTA Property). The Village desires to acquire a portion of the SKCTA Property legally described in Exhibit B to this Agreement for the purpose of building and operating a new public works facility (the "SKCTA Transfer Parcel") (the exact dimensions and legal description of which shall be determined by survey during the Contingency period); and

WHEREAS, the Village owns property immediately adjacent and to the east of the SKCTA Property commonly known as 314 and 318 Butterfield Road, North Aurora, IL 60542, on which it currently operates it public works facility that is legally described in Exhibit C to this Agreement (Village Property). The SKCTA desires to acquire a portion of the Village Property legally described in Exhibit D to this Agreement for the purpose of operating an indoor training facility with office and storage functions within the current Village public works building (the "Village Transfer Parcel") (the exact dimensions and legal description of which shall be determined by survey during the Contingency period); and

WHEREAS, the Village has authority under Section 11-76.2-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-76.2-1 et seq.) to exchange the Village Property for the SKCTA Property under terms and conditions that are in the long-term best interests of the public; and

WHEREAS, the Village corporate authorities have determined that the total value of the SKCTA Transfer Parcel is approximately equal to or exceeds the value of the Village Transfer Parcel being exchanged under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, be it agreed by and between the Village and the SKCTA in exchange for the transfer of the Village Transfer Parcel to the SKCTA and transfer of the SKCTA Transfer Parcel to the Village, and for other good and valuable consideration as provided herein, the adequacy and sufficiency of which is hereby acknowledged, as follows:

Section 1 - Transfer of Title. The Village shall transfer the Village Transfer Parcel to the SKCTA, and the SKCTA shall transfer the SKCTA Transfer Parcel to the Village on the Closing Date on the terms and conditions hereafter described. Each party shall transfer title by a fully executed, recordable, stamped warranty deed subject only to the

following permitted exceptions described herein, if any,: (a) building set-back lines and use or occupancy restrictions, (b) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (c) zoning laws and ordinances, (d) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (e) drainage ditches, feeders, laterals and drain tile, pipe or other conduit (the "Permitted Exceptions").

**Section 2.** - **Title Insurance**. Each party may obtain, at each party's own expense, a title commitment prior to the Closing and a Title Policy dated after the Effective Date in form and the amount of its choosing. If, within the Contingency Period as hereinafter defined, either party notifies the other party in writing about exceptions to title disclosed by a Title Commitment or plat of survey that are objectionable, then the respective party shall promptly take all necessary actions to have those title defects cured or insured over, and Closing date may be extended by agreement until the exceptions have been removed or the Title Company has agreed to insure over those title defects.

Section 3 – Contingencies. This Agreement is contingent the right of the Village and SKCTA during the Contingency period defined below to do and determine the following:

A. Within ten (10) business days from the Effective Date, the parties shall exchange any and all documents in the possession of each party that might affect title to the property, including, but not necessarily limited to, the following: surveys, soil reports, environmental reports, building inspection reports, and other third-party studies or reports;

B. The Village may obtain samples, test borings, percolation, groundwater and other tests (including but not limited to, testing for hydrocarbons, hazardous substances, toxic pollutants and other contaminants) being obtained by and at the expense of Village showing environmental conditions satisfactory to Village;

C. The Village shall obtain a survey for the SKCTA Transfer Parcel and the Village Transfer Parcel in cooperation and consultation with the SKCTA to determine the exact dimensions, location, and legal description of the parcels to be exchanged, and the legal descriptions and survey shall be attached to this Agreement in place of the diagrams in Exhibit B and Exhibit D respectively:

D. The Village shall publish for and conduct a hearing as required by the Illinois Municipal Code 65 ILCS 5/11-76.2-1 *et seq.*) and make a determination whether the total value of the SKCTA Transfer Parcel is approximately equal to or exceeds the value of the Village Transfer Parcel being exchanged, taking into consideration the long-term best interest of the public as required by the Act;

E. The Village shall initiate and complete with the cooperation of the SKCTA an application for and approval of a special use/planned unit development (PUD), plat of subdivision, and engineering plans for the Village Property, SKCTA Property, and the Village Transfer Parcel and SKCTA Parcel as a PUD with dedicated roads and easements to be agreed by the parties;

F. The Village shall contract for and obtain architectural plans and cost projections for the build out of a new public works facility on the SKCTA Transfer Parcel, bid out the project for

construction, and make a final determination whether to move forward with the new building construction.

G. The Village may, upon written notice the SKCTA, terminate this Agreement during the Contingency Period if the Village determines that 1) the total value of the SKCTA Transfer Parcel is not approximately equal to or exceeds the value of the Village Transfer Parcel being exchanged; or 2) the construction of the new public works facility on the SKCTA Transfer Property and ongoing maintenance obligations described in Section 11 (the "Village Maintenance Obligations") below are not economically feasible or in the best interests of the public.

H. The SKCTA shall have sixty (60) days from the Effective Date ("SCKTA Due Diligence Period" to obtain an inspection of the building on the Village Transfer parcel and determine that (1) use of the structures within the Village Transfer Parcel are not economically feasible or otherwise suitable for use by the SKCTA due to deterioration, infestation, mold, or other damage and may, upon written notice to the Village, terminate this Agreement during the SKCTA Due Diligence Period if the SKCTA board determines that (1) use of the structures within the Village Transfer Parcel are not economically feasible or otherwise suitable for use by the SKCTA due to determine that (1) use of the structures within the Village Transfer Parcel are not economically feasible or otherwise suitable for use by the SKCTA due to deterioration, infestation, mold, or other damage.

**Section 4 - Contingency Period**. A Contingency Period shall run 365 days from the Effective Date for the Village to determine the economic feasibility of the construction of the new public works facility on the SKCTA Transfer Property and ongoing Maintenance Obligations and the best interests of the public, and the Village may extend the Contingency period on written request by an additional period not to exceed 180 days.

Section 5. Consideration. The value of the Village Transfer Parcel and the SKCTA Transfer Parcel are substantially equal, together with a payment from the Village to the SKCTA of \$50,000 at Closing together with all the terms and conditions in this Agreement.

Section 6. Closing; Costs. Within thirty (30) days from the date the Village gives notice in writing that the contingencies in Section 3 are satisfied, the closing shall take place at Chicago Title Insurance Company, in Geneva, Illinois, (the "Closing Date"). The Village and the SKCTA each will execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary documentation from the Title Company to effectuate a "New York Style" closing, including without limitation a Gap Undertaking and an ALTA Statement. On the Closing Date, the obligations of Buyer and Seller shall be as follows:

- A. The Village shall pay by cashier's or certified check or wire transfer to the SKCTA \$50,000.00.
- B. Both parties shall execute and deliver deeds conveying title to the transfer parcels to the other party, subject to the Permitted Exceptions, and any exceptions created or suffered by transferee.
- C. The transfers are exempt from State and County transfer taxes, but Village and the SKCTA shall execute transfer tax declarations for the State of Illinois and Kane County

- D. Both parties shall execute such other documentation as is required by applicable law to effectuate the transaction contemplated hereby, including, without limitations, a FIRPTA affidavit, if required, and such other documentation as is reasonably required by the Title Company to issue a title policy in accordance with Section 2 hereof, including without limitation, ALTA statements and gap undertakings, if required. This Section 6 shall not require Buyer or Seller to incur any extraordinary obligations at the request of the Title Company.
- E. Such other documents, instruments, certificates and confirmations as may be reasonably necessary to consummate the exchange between the parties pursuant to the terms of this Agreement.
- F. Each party shall pay one half of the escrow closing fee, and each party shall pay its own attorneys' fees, for its own title insurance policy for the parcel being transferred to it, for the deed being transferred to the other party, and for any wire fees and other fees attributable to that party.

Section 7. No Real Estate Taxes. The SKCTA represents that the SKCTA Transfer Parcel currently is exempt from real estate taxes, and the Village represents that the Village Transfer Parcel us exempt from real estate taxes, and, therefore, no real estate taxes should be due or payable at the Closing.

Section 8. Representations and Warranties of SKCTA. The SKCTA represents and warrants to the Village that, as of the date of this Agreement and the date of the Closing:

- A. The SKCTA owns fee simple title to the SKCTA Transfer Parcel;
- B. The persons executing this Agreement on behalf of the SKCTA, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the SKCTA's obligations hereunder, have full authority to bind the SKCTA to such obligations and to so act on behalf of the SKCTA;
- C. There are no persons in possession of, or having a right to possession of, any part of the SKCTA Transfer Parcel other than the SKCTA;
- D. The SKCTA has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- E. The SKCTA has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the SKCTA Property other than this Agreement;
- F. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the SKCTA, will not result in a breach or default under any agreement to which the SKCTA is a

party or to which the SKCTA is bound, and will not violate any restriction, court order, or agreement to which the SKCTA is subject;

- G. The SKCTA has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the SKCTA has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the SKCTA has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the SKCTA Transfer Parcel of any hazardous substance (as defined under applicable environmental laws) or petroleum; and
- H. The SKCTA has not received any notices from any governmental authority with respect to the SKCTA Transfer Parcel that have not been corrected.

Section 9. Representations and Warranties of Village. The Village represents and warrants to the SKCTA that, as of the date of this Agreement and the date of the Closing:

- A. The Village owns fee simple title to the Village Transfer Parcel;
- B. The persons executing this Agreement on behalf of the Village, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Village's obligations hereunder, have full authority to bind the Village to such obligations and to so act on behalf of the Village;
- C. There are no persons in possession of, or having a right to possession of, any part of the Village Transfer Parcel other than the Village
- D. The Village has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and
- E. The Village has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Village Property other than this Agreement
- F. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Village, will not result in a breach or default under any agreement to which the Village is a party or to which the Village is bound, and will not violate any restriction, court order, or agreement to which the Village is subject.
- G. The Village has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility,

or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Village has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Village has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the Village Transfer Parcel of any hazardous substance (as defined under applicable environmental laws) or petroleum; and

H. The Village has not received any notices from any governmental authority with respect to the Village Transfer Parcel that have not been corrected

Section 10. Accuracy of Representations as of Closing; Survival. As a condition to the Closing for the benefit of each party, the representations and warranties of each party in Sections 8 and 9 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 8 or 9 is not true and correct. The representations and warranties in Sections 8 and 9 of this Agreement will survive the Closing.

Section 11. Village Maintenance Obligations. The Village shall undertake certain maintenance obligations consistent with the following terms and conditions after the exchange of the Village Transfer Parcel and the SKCTA Transfer Parcel:

- A: <u>Stormwater Detention</u>. The Village shall determine whether and to what extent the existing stormwater detention facilities on the SKCTA Property must be expanded and improved to accommodate the development associated with the construction of a new public works facility. If the stormwater detention facilities must be expanded and/or improved, the Village shall undertake that work at its sole cost. The stormwater detention area shall be dedicated to the Village by plat, and the Village shall take over maintenance of the stormwater detention facilities from and after the transfer of title and recording of the plat of subdivision at it sole cost. The SKCTA shall be allowed to the use the stormwater detention area for drainage and training purposes, providing that the use does not interfere with or adversely affect the operation of the stormwater facilities for their intended purpose.
- B. <u>Roads</u>. The roads that interconnect the Village Property and SKCTA Property shall be dedicated to the Village by plat, and the Village shall tale over maintenance of the roads from and after the transfer of title and recording of the plat of subdivision at its cost. The Village shall grant the SKCTA a permanent easement to use all roads for SKCTA purposes.
- C. <u>Parking</u>. Parking requirements for the public works facility shall be determined in the special use/PUD process. The existing pavement on the SKCTA Transfer Property shall be removed by the Village, and new parking facilities shall be constructed and maintained with a cross access easement in favor of the SKCTA for future use.

- D. Fire Hydrants. The Village agrees to maintain all fire hydrants located along the roads that interconnect the Village Property and SKCTA property.
- E. <u>The Existing Public Works Facility; Utilities</u>. When the SKCTA takes possession of the existing public works facility, the SKCTA shall become responsible for the building, including the utilities available to the building. The payment of the \$50,000.00 from the Village to the SKCTA at Closing is intended to aide the SKCTA in the initial payment of utilities.
- F. <u>PUD Requirements</u>. The Village shall be responsible for completing the special use/PUD process and determining the requirements for parking, signage, fencing and other matters within the purview of the Village, and the Village shall be responsible for meeting those requirements in the improvements to be made on the SKCTA Transfer Parcel.
- G. Public Works Building. The Village shall maintain the building on the Village Transfer Parcel in the same condition it is in on the Effective Date of this Agreement and to deliver possession of the building it in the same condition, ordinary wear and tear excepted, when the Village turns over possession to the SKCTA.

Section 12. Risk of Loss. Each party shall bear the risk of loss, damage or destruction of the respective parcels by fire or otherwise until the Closing. Either party shall have the option to terminate this Agreement upon any material change in the other Transfer Parcel prior to Closing from any cause whatsoever. After the Closing and until the date that possession of the Village Transfer Parcel is turned over to the SKCTA, the Village shall bear the risk of loss of the Village Transfer Parcel and shall maintain insurance on it in an appropriate amount.

**Section 13. Possession**. Following the closing and transfer of title, the Village shall take immediate possession of the SKCTA Transfer Property, but possession of the Village Transfer Property by the SKCTA shall be postponed until the new public works facility is fully constructed on the SKCTA Transfer Property and the Village takes occupancy of the new public works facility.

Section 14. No Broker Fees. Each party represents to the other party that it has not engaged a real estate broker, it owes no brokerage fees in connection with the exchange of the property, and each party hereby agrees to indemnify and hold the other party harmless for any broker fees incurred by it,

Section 15. Notices. Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (1) actual receipt, (2) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (3) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

Village of North Aurora c/o the Village Administrator 25 E. State Street North Aurora, IL 60542

With a copy to

Drendel & Jansons Law Group c/o Kevin G. Drendel 111 Flinn Street Batavia, IL 60510

Notices and communications to the SKCTA must be addressed to, and delivered at, the following address:

Southern Kane County Training Association c/o Fire Chief 2 N. Monroe Street North Aurora, IL 60542

With a copy to

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. c/o Shawn P. Flaherty 1804 N. Naperville Road, Suite 350 Naperville, IL 60563

#### Section 16. General Provisions.

- A. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.
- B. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.
- C. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Village of the SKCTA Property and by the SKCTA of the Village Property, and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.
- D. Incorporation of Exhibits. Exhibits A through D attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

- E. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- F. Calendar Days and Time. Any reference herein to a "day" or to "days" means a calendar day or days and not a business day or days.
- G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.
- I. The SKCTA agrees to fully cooperate with the Village in obtaining all necessary permits, lot splits, zoning changes or other matters which are necessary to enable the Village to obtain and use the SKCTA Transfer Parcel for the purposes contemplated.
- J. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs legal representatives, successors, and assigns

Section 17. Patriot Act. The Village and the SKCTA each represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Signature: Printed Name: Title:	Mike Klemencic Board president
Attest:	
Signature: Printed Name: Title:	Devid MeCabl VICE PRESIDENT · SKCTA
	VILLAGE OF NORTH AURORA
Signature: Printed Name:	

Title:

SOUTHERN KANE COUNTY TRAINING ASSOCIATION

Attest:		
Signature: Printed Name:		
Printed Name		

a.

#### CORPORATE RESOLUTION NO. 2022-01

#### A RESOLUTION APPROVING EXECUTION OF AN AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY BY THE SOUTHERN KANE COUNTY TRAINING ASSOCIATION

WHEREAS, the Southern Kane County Training Association (hereinafter "Association") was created and exists as an Illinois not-for-profit corporation to advance training and education in fire, emergency medical, and disaster training in the community; and

WHEREAS, the Board of Directors ("Board") of the Association has been created to oversee and supervise Association activities and business; and

WHEREAS, the Board has long operated a training and education center for fire, EMS and disaster training located at its training site located at 300 Butterfield Road, North Aurora, Illinois ("Association Property"); and

WHEREAS, the Association has been approached by the Village of North Aurora ("Village") concerning a possible swap of a portion of the Association Property with a portion of the Village-owned property located next to the Association Property at 314 and 318 Butterfield Road, North Aurora, Illinois; and

WHEREAS, the Board has engaged in negotiations with the Village and the Board believes it would be beneficial for the Board to approve the proposed exchange of real property, as set forth in greater detail in the "Agreement for the Exchange of Real Property Between the Village of North Aurora and the Southern Kane County Training Association" attached to this Resolution as ATTACHMENT ONE ("Agreement"); and

WHEREAS, the Board represents that it is duly authorized to enter into such an Agreement with the Village and that it is lawfully able to approve the transfers of property between the Association and Village as set forth within the Agreement: and

1

WHEREAS, Michael Klemencic, Association President and David McCabe, Association Vice-President are the two individuals that are duly authorized and empowered to execute loan documents on behalf of the Association.

**NOW, THEREFORE**, Be It Resolved by the Board of Directors of the Southern Kane County Training Association, as follows:

**Section One**: The preambles of this Resolution are incorporated into and made a part of this Resolution.

<u>Section Two</u>: The Board of Directors authorizes and directs its Officers, Michael Klemencic, President, and David McCabe, Vice-President, with the authority to execute the Agreement between the Association and Village as set forth in the Agreement between the parties.

<u>Section Three</u>: The Board further authorizes and directs its Officers named above to execute any and all necessary real estate documents to effectuate the transfer of properties in accordance with the Agreement upon the expiration of the Village's contingency period as set forth in the Agreement.

Section Four: The Board further states as follows: (a) the Association owes fee simple title in the property to be transferred to the Village; (b) the Board is unaware of any other persons or parties being in possession of any part of the Association Property other than the Association, and (c) the Board is unaware of any legal or contractual obligation of the Association that would prevent it from entering into the Agreement or transferring any portion of the Association Property to the Village.

Section Five: This Resolution shall be in full force and effect upon its adoption and shall supersede any resolution or motions or parts of resolutions or motions in conflict with any part herein and any such resolutions or motions or parts of resolutions are hereby repealed to the extent of the conflict.

2

Section Six: If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

ADOPTED and APPROVED this 24th day of October, 2022 at a meeting of the Board of Directors of the Southern Kane County Training Association, held in North Aurora, Illinois.

President, Board of Directors

Secretary Board of Directors

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Vice-President, Board of Directors

Treasurer, Board of Directors

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Village Engineer

Date: October 25, 2022

Re: Award Bid for Ridge Road Storm Sewer Lining Project

The base bid includes the installation of a liner within approximately 600 feet of storm sewer main through a rear yard easement. The alternate bid includes approximately 300 feet of additional lining.

This storm sewer, which serves as the emergency storm water route for this area of the Fairview Way Townhome Subdivision, had the invasive roots removed this past summer that were blocking the sewer. Lining the pipe will prevent this reoccurrence. The base bid includes the sewer segments that had the worst root intrusion and the alternate bid includes an additional sewer segment that had less significant blockages due to root intrusion.

On October 25, 2022 four sealed bids were received for the Ridge Road Storm Sewer Lining Project. A summary of the bid is below.

	ADDRESS	As Calculated Bid Amount	As Calculated Bid Amount	As Calculated Bid Amount
COMPANY	CITY, STATE, ZIP	(Base Only)	(Alternate Only)	(Base + Alternate)
	PO Box 65 1416 County Road			
Hoerr Construction, Inc.	200 N Goodfield, IL 61742	\$92,500.00	\$49,898.00	\$142,398.00
	2500 West Arthington Street			
National Power Rodding	Chicago, IL 60612	\$96,227.46	\$53,830.00	\$150,057.46
	580 Goddard Avenue			
Insituform Technologies USA, LLC	Chesterfield, MO 63005	\$101,362.00	\$30,825.00	\$132,187.00
	9014 S. Thomas Avenue			
Visu-Sewer of Illinois, LLC	Bridgeview, IL 60455	\$112,630.00	\$61,960.00	\$174,590.00

Village staff is recommending to award the base plus alternate bid to eliminate the need for the Village to complete future root removal in this area. Access for equipment to this area is difficult, resulting in higher prices for root removal and if the alternate segment was lined at a future time it would also be significantly more expensive due to the mobilization cost.

Insituform Technologies USA, LLC (Chesterfield, MO) was the low bidder for the base plus alternate in the amount of \$132,187.00. The construction cost will be paid from the Capital Projects Fund. The fiscal year budget currently has \$160,000 for Ridge Road Storm Sewer Repairs, which also included the root removal. The Root Removal that was previously completed cost \$45,700. Though the total project is more expensive than

originally budgeted, the Capital Projects Fund has a sufficient fund balance to support the expenditure. The total project is \$17,887 over the budgeted amount.

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

Insituform Technologies USA, LLC has successfully completed projects for other nearby government agencies. Village staff is recommending the award of the bid to Insituform Technologies USA, LLC in the amount of \$132,187.00.

#### Contract for Ridge Road Storm Sewer Lining Project

**THIS AGREEMENT**, made and concluded this <u>7th</u> day of November, 2022, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as "Village") and <u>Insituform Technologies USA, LLC.</u> an Illinois <u>Limited Liability Company</u> (hereinafter referred to as "Contractor") for <u>Ridge Road Storm Sewer Lining Project</u>.

WHEREAS, the Village advertised for bids for the Ridge Road Storm Sewer Lining 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 <u>One Hundred</u> <u>Thirty-Two Thousand One Hundred Eighty-Seven and 00/100 dollars (\$132,187.00</u>) 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 <u>November 7</u>, <u>2022.</u>

**NOW THEREFORE**, in consideration of <u>One Hundred Thirty-Two Thousand One</u> <u>Hundred Eighty-Seven and 00/100 dollars (\$132,187.00</u>) to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for Ridge Road Storm Sewer Lining, 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 and 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

Insituform Technologies USA, LLC

Signature

Printed Name, Title

S:\7 Stormwater\Ridge Road\Lining\Ridge Road Storm Sewer Lining Project Contract.docx

# 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: 23 N. LINCOLNWAY PROPERTY ACQUISITION
AGENDA: NOVEMBER 7, 2022 REGULAR VILLAGE BOARD MEETING

#### ITEM

Ordinance authorizing an agreement for the purchase of 23 N. Lincolnway, North Aurora

#### DISCUSSION

The subject property is 0.74-acres in size and is located in the O-R Office Research District on the southeast corner of IL Route 31 and Oak Street. The property consists of three individual parcels: the two northern parcels contain a 3,249 square foot standalone building and the southernmost parcel is vacant. The building is currently in use as a medical office (d.b.a. Obregon Medical Clinic). The subject property is located in 'Block One,' the Village Center Sub Area (as specified in the Comprehensive Plan) and the United TIF District. The Village is interested in acquiring the property in order to swap land with the North Aurora Fire Protection District and relocate Fire Station #1 onto the property or retain the property for future development opportunities.

Staff solicited feedback from the Village Board during an executive session discussion at their September 19, 2022 meeting. The Board was supportive of a purchase price not



to exceed \$800,000. The real estate contract for the acquisition of 23 N. Lincolnway includes a purchase price of \$780,000 and a January 6, 2023 closing date. As the property/business owner requested time to plan for their future, the contract also includes a post-closing possession agreement through June 2, 2023, with the ability to extend that time for another thirty (30) days. This would allow the current property/business owner to remain on the property rent-free until June 2, 2023 (and possibly 30 days thereafter), as long as they pay for maintenance, insurance, utilities and any other operational expenses incurred during such time. In order to allow the Fire District access to the property so they can plan their new facility, the contract includes language that allows the Fire District access to the property before the Village takes full possession.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No. _____

## ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF 23 N. LINCOLNWAY, NORTH AURORA

Adopted by the Board of Trustees and President of the Village of North Aurora this 7th day of November, 2022

Published in Pamphlet Form by authority of the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this 7th day of November, 2022

by Jessi Watkins, the North Aurora Village Clerk.

Signed _____

#### ORDINANCE NO.

#### AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF 23 N. LINCOLNWAY, NORTH AURORA

WHEREAS, the President and Trustees deem it advisable and necessary for the health, safety, and welfare of the residents of the Village of North Aurora to provide for the purchase of certain Real Property known as 23 N. Lincolnway and legally described on the document attached hereto and incorporated herein by reference as Exhibit A (the Property); and

**WHEREAS**, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code, the Village is authorized to purchase real and personal property for public purposes pursuant to contract; and

**WHEREAS**, MLAJ LLC (Seller) has agreed to sell the Property sell the Village for the purchase price of \$780,000, payable at closing plus or minus application prorations as negotiated and pursuant to the terms of the Real Estate Contract dated October 18, 2022, attached hereto and incorporated herein by reference as Exhibit B (Real Estate Contract).

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

**1.** Recitals. The foregoing recitals are incorporated herein as findings of the President and Trustees.

2. Acquisition Approval. The President and Trustees hereby determine that it is advisable, necessary, and in the interests of the public health, safety, and welfare that the Village purchase the Property and for the purpose of exchanging with the North Aurora Fire District for construction of a new fire Station and for redevelopment of Block One in keeping with the Comprehensive Plan and the Unified TIF Redevelopment Plan at a total cost of \$780,000 to be paid at closing plus or minus applicable prorations pursuant to the terms and conditions of the Real Estate Contract.

**3.** Delegation of Authority. From and after the effective date of this Ordinance the Administrator of the Village or his designee is hereby authorized and directed to execute sign any documentation, take any actions, and do all things necessary and essential to close on the sale of the purchase of the Property and carry out and enforce the terms and conditions of the Real Estate Contract.

**4.** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner 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 Salazar	

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

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk

### EXHIBIT A Legal Description

LOTS 25, 26, 27, 28 AND 29 IN BLOCK I OF THE ORIGINAL TOWN OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

**EXCEPT THAT PART DESCRIBED AS FOLLOWS:** THAT PART OF LOTS 25, 26, 27, 28 AND 29 OF BLOCK I IN NORTH AURORA, BEING A SUBDIVISION OF PART OF THE NORTHEAST OUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1876 AS DOCUMENT NO. I 0790, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE ON ASSUMED BEARING OF NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST ON THE WEST LINE OF SAID LOTS 25, 26, 27, 28 AND 29, A DISTANCE OF 149.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 29; THENCE NORTH 80 DEGREES 43 MINUTES 15 SECONDS EAST ON THE NORTH LINE OF SAID LOT 29, A DISTANCE OF 53.07 FEET: THENCE SOUTH 12 DEGREES 30 MINUTES 05 SECONDS EAST, 9.66 FEET; THENCE SOUTH 68 DEGREES 12 MINUTES 23 SECONDS WEST, 18.37 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 57 SECONDS WEST, 42.99 FEET: THENCE SOUTH 12 DEGREES 30 MINUTES 03 SECONDS EAST, 103.52 FEET TO THE SOUTH LINE OF SAID LOT 25; THENCE SOUTH 80 DEGREES 43 MINUTES 03 SECONDS WEST ON SAID SOUTH LINE. 5.07 FEET TO THE POINT OF BEGINNING, AS SHOWN INDEED RECORDED AS DOCUMENT 2010K001044.

PINs 15-04-206-017, 15-04-206-018, 15-04-206-019

Commonly known as 23 N. Lincolnway, North Aurora, IL 60542

# EXHIBIT B

# **Real Estate Contract**

# **REAL ESTATE CONTRACT**

#### 1. THE PARTIES:

Buyer(s) The Village of North Aurora

Address 25 East State Street North Aurora. IL 60542

### Seller(s) MLAJ LLC

Address 18004 S. Hunt Club Dr., Mokena, IL 60448

Buyer and Seller are hereinafter collectively referred to as the "Parties".

2. THE REAL ESTATE: Seller agrees to sell and convey to Buyer and Buyer agrees to buy and pay for the real property comprised of three parcels approximately thirty thousand fifty six (30,056) square feet located at the northwest corner of Route 31 and Oak Street in the City of North Aurora, County of Kane, and State of Illinois, commonly known as 23 N. Lincolnway, North Aurora, IL, identified by permanent index numbers 15-04-206-017, 15-04-206-018, and 15-04-206-019, and legally described on Exhibit A attached hereto and made a part hereof, together with all improvements, rights, and appurtenances on or pertaining thereto, including Seller's right, title, and interest in adjacent streets, alleys, or rights-of-way and all air conditioning and heating equipment, underground tanks, light fixtures and shrubbery (herein collectively the "Property").

3. FIXTURES AND PERSONAL PROPERTY: Seller shall remove all items of personal property on the prior to the date of closing.

4. **PURCHASE PRICE** of Seven Hundred Eighty Thousand Dollars (\$780,000) shall be paid, as adjusted by prorations, at the closing by wire transfer or certified or cashier's check or check from the title company or mortgage lender.

**6.(a) CLOSING:** The Closing shall be on or before January 6, 2023, or by mutual agreement of the parties at Seller's title company or office of Seller's attorney in the county in which the property is located or as otherwise agreed. Possession shall be tendered on or before June 2, 2023 ("Post Closing Possession Period"), subject to one right of extension for thirty (30), which may be exercised by Seller by giving Buyer notice in writing at least thirty (30) days prior to the end of the Post Closing Possession Period ("Possession Extension Right") as provided in Section 6.(b) below. ("Post Closing Possession") THE CLOSING AND POSSESSION DATE IS LEGALLY SIGNIFICANT TO BUYER AND SELLER. THE PARTIES UNDERSTAND THAT WHEN THIS CONTRACT IS SIGNED BY BOTH BUYER AND SELLER THE CLOSING AND POSSESSION DATE MAY ONLY BE CHANGED BY MUTUAL AGREEMENT OF PARTIES.

**6.(b)** USE AND OCCUPANCY AGREEMENT: Buyer shall be allowed to remain in the property without obligation to pay rent after Closing pursuant to the terms of the Post Closing Possession Agreement attached hereto and incorporated herein by reference as Exhibit "B" until the Date of Possession as defined therein.

7. **PROPERTY ACCESS:** Seller shall allow the Buyer and its agents and invitees, including employees and agents of the North Aurora Fire Protection District, to have access to the Property at reasonable times to inspect, survey, and review the Property prior to and after the closing.

8. PLAT OF SURVEY: Prior to closing, Seller shall at its expense, furnish a Plat of Survey to Buyer acceptable to Title Company for extended coverage title insurance, which is dated not more than six (6) months prior to the date of closing, by an Illinois registered land surveyor, showing all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line setbacks, fences and all buildings and other improvements on the Real Estate and distances thereof to all lot lines.

9. NOTICE: All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney or agent and shall be given by; (a) certified or registered mail, return receipt requested, and sent to the Parties at the addresses recited herein, which notice shall be effective on the date of post mark in the U.S. Mail or (b) personally served on the Seller or Buyer, and a receipt obtained with the date and time of service, which notice shall be effective upon the date of receipt, or (c) transmission of notice between the parties and their attorneys via facsimile or email shall be sufficient, provided that the notice transmitted shall be sent on ordinary business days (Monday through Friday, excluding weekends and legal holidays), during ordinary business hours (9:00 a.m. to 5:00 p.m.) and the original of the document transmitted via facsimile or email shall be sent contemporaneously to the receiving party, postage prepaid first class mail or (d) personal service upon Seller or Buyer, in accordance with the Civil Practice Act of the State of Illinois. Notice to any one of a multiple person party shall be sufficient notice to all. THE FAILURE OF ANY PARTY TO PROVIDE THEIR ADDRESS HEREIN SHALL BE DEEMED A WAIVER OF THE RIGHT TO RECEIVE NOTICE. Notice shall be given to the parties as follows with copies to their attorneys:

If to SellerIf to BuyerMLAJ LLCVillage of North Aurorac/o Felix Obregonc/o Mike Toth23 N. Lincolnway25 E. State St.North Aurora, IL 60510North Aurora, IL 60510FAX:FAX:Email:Email: mtoth@northaurora.org

10. THE DEED. Seller shall convey or cause to be conveyed to Buyer, or to such other grantee as Buyer shall direct in writing, by a recordable general Warranty Deed conveying good, marketable and merchantable title to the Real Estate and subject only to the following permitted exceptions described herein, if any, (none of which shall impair the use of the Real Estate as a residence): (a) general Real Estate taxes accrued, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building setback lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

11. TITLE. Prior to closing, Seller shall furnish or cause to be furnished to Buyer or Buyer's attorney, at Seller's expense, a Commitment for Title Insurance issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over Schedule B General Exceptions in the amount of the purchase price covering the date hereof, and extended coverage subject only to the following (a) permitted exceptions as set forth in Paragraph No. 10, (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing, if necessary), and (c) acts done or suffered by or judgments against

Buyer, or those claiming by, through or under Buyer. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have thirty (30) days from the date of delivery thereof to have said exceptions removed, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments and the closing date shall be delayed, if necessary, to allow time to have said exceptions waived. If Seller fails to have unpermitted exceptions, within the specified time, Buyer may terminate the Contract between Parties, or may elect, upon notice to Seller within ten (10) days after the expiration of the 30 day period, to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. If Buyer does not elect to accept the Real Estate as provided above, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

12. AFFIDAVIT OF TITLE. Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, subject only to those permitted exceptions set forth in Paragraph No. 10, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in a manner specified in paragraph No. 11. In the event that this Contract calls for title to be conveyed by a Land Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by either the trustee or the beneficiaries of said Trust.

13. PRORATIONS. Items to be prorated, as applicable, include, without limitation: real estate taxes, rents and deposits (if any) for tenants, utilities, homeowners or condominium association assessments, premiums for insurance policies or accrued interest on any mortgage assumed. All prorations shall be prorated as of the date of closing and shall be final unless otherwise agreed in writing between Seller and Buyer. The general real estate taxes shall be prorated to and including the date of Closing based on 105% of the most recent ascertainable full year tax bill.

14. INTERNAL REVENUE CODE REQUIREMENTS: Parties agree to furnish, execute and deliver all documentation and information to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code.

15. PERFORMANCE AND DEFAULT: Time is of the essence in this Contract. If Buyer fails to perform in accordance with this Contract, then at the option of Seller, and upon the written notice to Buyer, the earnest money shall be forfeited by Buyer as liquidated damages and this Contract shall thereupon terminate, or Seller may refuse to accept the earnest money as liquidated damages and pursue any and all legal remedies that may be available in law and equity against Buyer. If Seller fails to perform in accordance with this Contract, then the earnest money shall be refunded to Buyer and Buyer may pursue any and all legal remedies against Seller that are available in law and equity. In addition, the non-prevailing Party shall pay all reasonable attorney fees and costs incurred by the prevailing Party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance or any other remedy, or in defending any proceeding to which Buyer or Seller is made a party as a result of any act or omission of the other Party.

16. DAMAGE OF REAL ESTATE PRIOR TO CLOSING: If prior to delivery of the deed hereunder, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. In no event shall Seller be obligated to repair or replace damaged improvements. The provisions of the Uniform

Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

17. SELLER REPRESENTATIONS: Seller, or its beneficiaries, or agents, warrant that no notice has been received from any state or local governmental authority of any zoning, building, fire or health code violations, or of any pending rezoning, or of any special assessment proceedings affecting the Real Estate. Seller has received no written notice of and has no knowledge of any pending or threatened litigation or administrative proceeding or violation of law involving in any manner the property or the ownership, operation, management, use or maintenance of the property. Seller is not a party to any commitment, obligation or agreement, including, but not limited to any right of first refusal or option to purchase granted to a third party which would or could prevent Seller from completing the sale of the Property under this Contract or which would bind Buyer subsequent to the consummation of this Contract and Seller is not aware of any such commitment, obligation or agreement whether or not Seller is a party thereto. That Seller has the legal power, right and authority to enter into and execute this Contract and the instruments referenced herein and to consummate the transaction contemplated hereby; all requisite action (corporate, partnership or otherwise) has been taken by Seller in connection with entering into this Contract, the instruments referred to herein and the consummation of the transaction referred to herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. This Contract and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, subject to bankruptcy, creditors rights generally and general principles of equity. That the transfer contemplated by this Contract does not come within the purview of the Illinois Responsible Property Transfer Act and that the Environmental Disclosure Statement described in said Act is not required to be prepaid, delivered or filed.

18. CONDITION OF REAL ESTATE AND INSPECTION. Seller agrees to leave the Real Estate in clean condition. All refuse, personal property and fixtures shall be removed from the Real Estate at Seller's expense before the date of possession.

**19. REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974:** The Buyer and Seller will comply with the Real Estate Settlement Procedures Act of 1974, as amended, and will furnish all information required for compliance therewith.

20. ESCROW CLOSING: This sale shall be closed through an escrow with the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, the payment of the purchase price and delivery of deed and other documents required to be delivered by this Contract, shall be made through the escrow. The cost of the escrow shall be shared equally by the parties.

21. FLOOD PLAIN: Buyer shall obtain flood insurance if the Real Estate is located within a designated flood plain as determined by the Flood Plain Maps of the Department of Housing and Urban Development, and if said insurance is required by the Buyer's lender.

22. DATE OF THE CONTRACT AND SIGNATURES: The date of the Contract shall be deemed to be the date of acceptance. Facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract.

23. ATTORNEYS: Attorneys for the respective Parties are:

Buyer's Attorney:

Kevin G. Drendel **DRENDEL & JANSONS LAW GROUP** 111 Flinn Street Batavia, IL 60510-6808 PH: (630) 406-5440 FAX: (630) 406-6179 Email: kgd@batavialaw.com Seller's Attorney:

Richard DellaCroce

9447 W. 144th Place Orland Park, IL 60462 (708) 403-7771 FAX: Email: <u>rdellacroce@orlandlaw.com</u>

24. Approval by Village Board. This Contract is subject to approval by the North Aurora Village Board of Trustees. If the North Aurora Village Board of Trustees does not approve this Contract, the Contract shall be considered terminated upon notice of the failure of the Village Board to approve the Contract.

Date of Offer October, 18 2022

Date of Acceptance Uctober 22, 2022

Buyer: Village/of North Aurora

By Steven Bosco, its Administrator

Federal Tax I.D. #_____

Seller: MLAJ LLC By Andrew Obregon, its Manager

Federal Tax I.D. # 36-4225167

#### EXHIBIT A

#### Legal Description

LOTS 25, 26, 27, 28 AND 29 IN BLOCK 1 OF THE ORIGINAL TOWN OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF LOTS 25, 26, 27, 28 AND 29 OF BLOCK 1 IN NORTH AURORA, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1876 AS DOCUMENT NO. 10790, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE ON ASSUMED BEARING OF NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST ON THE WEST LINE OF SAID LOTS 25, 26, 27, 28 AND 29, A DISTANCE OF 149.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 29; THENCE NORTH 80 DEGREES 43 MINUTES 15 SECONDS EAST ON THE NORTH LINE OF SAID LOT 29, A DISTANCE OF 53.07 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 05 SECONDS EAST, 9.66 FEET; THENCE SOUTH 68 DEGREES 12 MINUTES 23 SECONDS WEST, 18.37 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 57 SECONDS WEST, 42.99 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 03 SECONDS EAST, 103.52 FEET TO THE SOUTH LINE OF SAID LOT 25; THENCE SOUTH 80 DEGREES 43 MINUTES 03 SECONDS WEST ON SAID SOUTH LINE, 5.07 FEET TO THE POINT OF BEGINNING, AS SHOWN IN DEED RECORDED AS DOCUMENT 2010K001044.

PINs 15-04-206-017, 15-04-206-018, 15-04-206-019

Commonly known as 23 N. Lincolnway, North Aurora, IL 60542