



Meeting Held Electronically

NORTH AURORA VILLAGE BOARD MEETING MONDAY, NOVEMBER 21, 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/86341575505>

Meeting ID: 863 4157 5505

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

PUBLIC HEARING

Willard's Corner Annexation Agreement First Amendment

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 11/07/2022; Committee of the Whole Minutes dated 11/07/2022
2. Interim Bills List Dated 11/09/2022 in the Amount of **\$333,569.76**
3. Bills List Dated 11/21/2022 in the Amount of **\$403,129.82**
4. Approval of Ordinance Proposing the Establishment of Special Service Area No. 45 in the Village of North Aurora (Opus 1-88 Corporate Park)

NEW BUSINESS

1. Approval of Special Event Permit for The Rustic Fox for Chris Kringle Holiday Market

2. Approval of Phase 2 Engineering Agreement with EEI for the Orchard Gateway STP Project in the Amount of \$295,891.00

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: PETITION 22-05: WOODMANS WAREHOUSE ADDITION

AGENDA: **NOVEMBER 21, 2022 PUBLIC HEARING:** WILLARD'S CORNER ANNEXATION AGREEMENT FIRST AMENDMENT

DISCUSSION

The Village of North Aurora entered into an Annexation Agreement with Woodman's Food Market, Inc., now known as the "Willard's Corner Development," that was approved for annexation by Ordinance No. 04-08-30-01. Willard's Corner was annexed pursuant Ordinance No. 04-08-30-01, dated August 23, 2004, and Zoned B-2 General Community Business District subject as part of a Planned Unit Development by Ordinance No. 04-08-30-02. An application for the First Amendment to the Annexation Agreement and amendment to the Special Use/ B-2 General Community Business District PUD has been submitted relative to a warehouse addition to be constructed on the northern portion of the existing Woodman's food store building.

Woodman's is classified as a permitted use in the Zoning Ordinance and the Willard's Corner PUD. The Zoning Ordinance classifies the use as a 'Food Store.' The Willard's Corner PUD more specifically defines the use as: Grocery Stores primarily engaged in the sale of packaged foods and food preparation for sale on premises and any accessory use under the same roof, which is generally in conjunction with the permitted use. As the warehouse addition would be an 'accessory use under the same roof which is generally in conjunction with the permitted use,' it is also considered part of the permitted use.

Staff has reviewed various PUD and Zoning Ordinance requirements and found the following items need approval from the Village:

- Special Use - Planned Unit Development deviations
 - Lot 8 Parking Deviation
 - Exterior Lighting Deviation
- Site Plan Approval
- Resubdivision of Lot 6 & Lot 8 of Willard's Corner

A public hearing was conducted on the items listed above before the Plan Commission at their November 1, 2022 meeting. The Plan Commission unanimously recommended approval of Petition #22-05 subject to two additional conditions.

The Village Board discussed Petition #22-05 at the November 7, 2022 Committee of the Whole meeting. The Village Board was supportive of Petition #22-05.

A draft of the First Amendment to the Annexation Agreement between Village of North Aurora and Woodman's Food Market, Inc. is hereby attached for any public comment.

**FIRST AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN VILLAGE
OF NORTH AURORA AND WOODMANS FOOD MARKET, INC**

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between the **VILLAGE OF NORTH AURORA, ILLINOIS**, a Municipal Corporation, hereinafter (the “Village”), and by Woodman’s Food Market, Inc., an Illinois limited liability company (the “Owner”).

W I T N E S S E T H:

WHEREAS, the Village of North Aurora entered into an Annexation Agreement with Woodman’s Food Market, Inc., and the property legally described in Exhibit A, which is attached hereto and made a part hereof (the “Property”) (now known as the “Willard’s Corner Development”), that was approved for annexation by Ordinance No. 04-08-30-01, which Ordinance and Annexation Agreement were recorded on August 31st, 2004, as Document #2004K115411 in the Kane County Recorder’s Office; and

WHEREAS, the Territory was annexed pursuant Ordinance No. 04-08-30-01, dated August 23, 2004, and zoned B-2 General Community Business District as part of a Planned Unit Development on the same date pursuant to Ordinance No. 04-08-30-02 (“PUD Ordinance”); and

WHEREAS, an application for a first amendment to the Annexation Agreement and amendment to the Special Use/ B-2 General Community Business District PUD has been submitted by the Owner for the Property related to a warehouse addition to be constructed on the northern portion of the existing Woodman’s food store building; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters for the consideration, approval, and execution of this Amendment to the Annexation Agreement

have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed by and between the Village and Owner as follows:

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

2. **AMENDMENT.** Developer shall comply in all respects with the generally applicable provisions of North Aurora Municipal Code on Subdivision, Building Code provisions, and other provisions of the North Aurora Municipal Code pertaining to the development and construction, except as amended by the provisions of this Ordinance, including the following:

Per Section 1017 of the 2015 International Building Code, the Developer shall have the ability to increase the exit access travel distance to 400 feet, provided the following conditions are met:

- A. The building is limited to one story in height.
- B. The minimum building height from the finished floor to the bottom of the roof deck is 24 feet.
- C. The building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1

3. **ZONING.** The Property shall continue to be classified as B-2 General Commercial District with a special use permit for a B-2 General Commercial District PUD as revised by the

Amendment to the PUD Ordinance attached hereto and incorporated herein by reference as Exhibit B together with the plans attached thereto as to Lot 3 and Lot 8. All other provisions of the original PUD Ordinance and previous amendments thereto not affected by the amendments shall remain in full force and effect.

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

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

6. **MODIFICATIONS.** Modifications of this Amendment to the Annexation Agreement may be approved pursuant to the procedures established by law, in force from time to time. The Village and the owner of record of any portion of the Property, even if not the Owner named herein, may agree to modify this Agreement with respect to such portion of the Property. This Agreement may be amended by the Village and the owner of record of a portion of the Property as to the provisions applying exclusively thereto, without the consent of the owners of other portions of the Property not affected by this Amendment.

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

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

said terms, including the terms of the PUD Ordinance passed concurrently herewith. Both Village (including any of its departments, officials or employees) and Owner shall act in good faith, reasonably and promptly with respect to all consents, approvals and actions required or requested of it or taken by it hereunder or in connection with the development of the Property. During the term of this Agreement, Owner may continue its current uses on the Property including farming and general agricultural uses as to those portions of the Property not then developed and the existing residential use. In the event of a vacancy with respect to any office or position referenced in this Agreement, the person or persons acting in the stead of and to carry out the functions of the person normally filling the vacant position shall have all the rights and powers of the person normally filling such vacant position to carry out the terms of this Agreement. The Village agrees that with respect to the minimum distance between a church or school and a use which requires a liquor license, the provisions of Illinois Statutes shall govern and any greater requirement included in any ordinance of the Village as to such minimum separation shall not apply to the Property.

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

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

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

If to Owner: : _____

With a copy to: _____

10. **RECORDING.** This Agreement may be recorded in the County Recorder of Deeds Office by either party.

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

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

VILLAGE OF NORTH AURORA, ILLINOIS

ATTEST:

By: _____
Village President

Village Clerk

WOODMAN'S FOOD MARKET, INC.

By: _____
_____, its _____

EXHIBIT A

Legal Description

LOT 6 AND LOT 8 OF WILLARD'S CORNER IN THE NORTHEAST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

Commonly known as: 151 Hansen Boulevard (Lot 8) and Lot 6 of Willard's Corner

EXHIBIT B

Amendment to the PUD Ordinance

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, November 7, 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 –

PRESENTATION-Presentation by Lauterbach & Amen Regarding the Village's 2022 Audit Process
Finance Director Paprocki introduced Brad Porter from Lauterbach & Amen to present regarding the 2022 Audit.

Brad Porter provided a recap of the 2021-2022 audit cycle. He commended Director Paprocki and the Finance team on their seamless communication with Lauterbach & Amen throughout the audit process. Porter went on to mention the Statement on Auditing Standard with no disagreements or difficulties noted during the auditing process. The Village was also awarded the Certificate of Achievement Award for the audit period ending May 31, 2021.

Porter stated that the Village was issued an Unmodified Opinion on the financial statements provided to Lauterbach & Amen.

Porter went on to highlight additional important information within the audit report.

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
6. Approval of Salt Purchase through the Illinois Central Management System's Bureau of Strategic Sourcing in the Amount of \$237,210.00 with the Option of Spending \$284,652 Pending Severe Weather Conditions
7. Travel and Expenses for Business Purposes in the Amount of \$50.00
8. Approval of Ordinance Establishing Special Service Are No. 45 in the Village of North Aurora (Opus I-88 Corporate Park)

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

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

Administrator Bosco explained that the Mobil gas station located at 329 Lincolnway had changed ownership and was looking to acquire a Class G-Gas Station Liquor License.

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

2. Approval of Comprehensive Annual Financial Report as of May 31, 2022 and Other Financial Reporting Documents

Director Paprocki stated that the agenda item was for the approval of the audit report that had just been discussed.

Paprocki presented key points from the audit report to the Village Board. He dissected the Balance Sheet to provide more thorough insight of the Village's funds.

Mayor Gaffino congratulated Paprocki on a job well done and spoke about the pride that the Board has in the Village's financial position.

Trustee Salazar commended Paprocki on a stellar job.

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

3. Approval of Estimate of 2022 Tax Levy for Purposes of Truth in Taxation

Director Paprocki explained that the agenda item was for the approval of the estimate for tax levy purposes, which will then be published as a notice in the newspapers and then will return before the Board at the first meeting in December to officially approve.

Paprocki stated that based on the last Committee of the Whole discussion, the Village is going to levy zero percent increase, the introduction of new construction is estimated to bring in an additional \$23,355 of new money. Included in the levy estimate was the Library's \$2,017,000, a 3.8% levy over their last request.

Paprocki also spoke about SSA levy amounts for Willow Lakes and Waterford Oaks.

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

4. Approval of 2023 Annual Contribution to IMLRMA in the Amount of \$332,089.76

Director Paprocki stated that the agenda item was for coverage renewal of the Village's workers compensation and liability policy for 2023. The total policy came in at \$335,424 or a 7% increase over the previous year. IMLRMA was offering a one percent discount if paid by November 18.

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).**

5. Approval to Purchase Three 2023 Ford Utility AWD Patrol Vehicles from Morrow Bros. Ford in the Amount of \$130,196.00

Chief DeLeo was seeking the approval to purchase three vehicles from Morrow Bros. located in Greenfield, IL. Morrow Bros. won the state bid pricing for the Ford vehicles and is a state bid vendor that the Village has purchased vehicles from in the past.

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

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

Village Attorney Drendel explained that the first step in the process of a land exchange with private entities, in accordance with the State of Illinois Municipal Code, would be to sign an agreement with the SKCTA for the land swap. Both parties will have a lengthy period of time for due diligence, which would also include determining the actual size of the land swap based on the amount of land that will be needed for the new Public Works building. A legal description will need to be developed before the statutory process to begin.

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

7. Approval to Award Ridge Road Storm Sewer Lining Project to Technologies USA, LLC in the Amount of \$132,187.00

Director Laskowski reminded the Board about the process of removing roots from the Ridge Road storm sewer between Lincoln Valley and townhomes on Ridge Road. The roots have been cleared out, the next step in the process was to line the storm sewer. Four bids were received for the lining, the base bid for 600 feet of lining and an alternate bid of the initial 600 feet plus an additional 300 feet for sewer lines that weren't as bad as the initial 600 feet but could pose a problem in the future. The low bid for the base and alternate bids was \$132,187 which is \$17,000 more than budgeted. However staff feels this route would be more cost effective in the long run.

Trustee Niedzwiedz asked if asked Director Laskowski if the lining will effectively solve the issue.

Director Laskowski stated that in his experience the lining solves the issue, the concern is that some of the trees at this location are very invasive and for this reason the sewer line will be reviewed periodically and if the trees continue to be an issue, the property owner may have to be contacted for either potentially root pruning or tree removal.

Motion for approval made by Trustee Lowery and seconded by Trustee Curtis. **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).**

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

Director Toth stated that the Village was intending to purchase the property located at 23 N. Lincolnway, for the purpose of a land swap with the Fire Protection District for the construction of a new fire station. There was a signed contract with the property owner of 23 N. Lincolnway for \$780,000 and a closing date of January 6, 2023. There would be a post-closing possession agreement allowing the current property owner to stay at that location until June 2, 2023 with a 30 day option to stay on. The Village will retain the right to access the property for the sake of due diligence and the current property owner will maintain insurance until the Village takes possession.

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

VILLAGE PRESIDENT – Mayor Gaffino commented on the leaf pickup program, and complemented the Public Works staff for their hard work.

TRUSTEES COMMENTS – Trustee Carroll commented on the Obregon purchase and the forward momentum of Block One.

ADMINISTRATOR’S REPORT – Administrator Bosco reminded the Board about the Veterans’ Day memorial program held on Friday, November 1, 11am at the Veteran’s Memorial on Willow Way. Bosco also commented on a memo included in the meeting packet from Director Laskowski regarding staff moving forward with an architect for the new public works facility. He stated that it will be a significant process and a commitment of about \$105,000 but necessary to move forward with the final design of the layout. Bosco wanted to ensure the Board that at certain points in the process, things will come back to the Board for review and approval before moving forward.

ATTORNEY’S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – Chief DeLeo said that the police therapy dog, Indy, will be arriving at the Police Station on December 12 for training and will be a member of the department moving forward and will be introduced to the community with a meet and greet at the police station.
4. **Public Works** – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, November 7, 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.

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

DISCUSSION

1. Petition #22-05: Woodman's Warehouse Addition

Jim Arneson of FoxArneson Construction was on hand to present regarding the Woodman's proposed warehouse expansion. Arneson stated that FoxArneson had been working with Woodman's since 1983. He explained that Woodman's does not have any centralized distribution centers, instead each of the Woodman's stores has a significant amount of warehouse space and Woodman's own trucking fleet redistributes the inventory between the stores. Due to recent distribution issues, Woodman's has begun building more warehouse space on to locations that can accommodate expansions. Woodman's was looking to add 67,000 square feet to their existing store, totaling just over 300,000 square feet. The proposed plan called for matching the existing structure. Mr. Arneson went on to explain in more detail how they plan on achieving that.

Mr. Arneson addressed traffic issues that the Plan Commission had mentioned.

Mr. Arneson spoke about the PUD deviations of the exterior lighting as well as the parking that had been proposed. He stated that the lighting that had been called for in the PUD was outdated and that they preferred to use LED lighting. The PUD called for a parking ratio that aligned with accounting for customers, however the additional warehouse space was not intended for customer access.

Paul McIlheran, civil engineer from raSmith detailed the site plan for the Village Board. McIlheran stated that they will be working with the Village to update the site's storm water management. He also spoke about the landscaping surrounding the new structure.

Director Toth commented that the deviations of the lighting and parking were a Special Use requiring a Public Hearing which was held before the Plan Commission Meeting on November 1, 2022.

Trustee Curtis stated that she was concerned about the aesthetics of the entirety of the building, including the existing structure. Mr. Arneson explained that the current building was the model that all Woodman's stores adopt, however they would not be opposed to looking in to changes.

Trustee Lowery asked for clarification on the changes to the rear of the building. Mr. McIlheran stated that the throughway behind the building would be widened to meet standards. There was discussion about a concern brought up at the Plan Commission meeting about traffic issues behind the Woodman's building as well as at the parcel pick-up area.

The Village Board were in favor of the expansion.

2. Silo Lighting Concepts

Administrator Bosco reminded the Board about the history of the silo (Berman Tower) restoration/lighting project which began in 2018 with the activation of the lighting in December 2020. He stated that about a year ago, the Board asked if anything further could be done with the lighting, perhaps animation. Bosco said that since then staff had worked on creating more lighting thematic options and reached out to Schuler and Shook, the lighting consultants used during the initial part of the project, for pricing and lighting options which they estimate to be \$75,000-\$150,000.

Administrator Bosco presented animated lighting options offered by Shuler and Shook. He also presented the Board with renderings of the original concept options along with the original pricing information. These option included a deck around the silo structure, a playground utilizing the existing topography of the land, and conversion of the silo to an observation tower. Bosco spoke about the specifics of each of these concepts as well as the original estimates of the enhancements.

Bosco asked the Board for feedback about whether or not they were interested in pursuing the animated lighting. He also asked if the Board would be interested in moving forward with any of the original concept plans or if they were content with the silo as it was.

Trustee Curtis stated that she is content with the way the silo is and does not want to invest any additional money in the project. She explained that the Fox Valley Park District is investing in improvements at their parks along the river north of the silo and would be in competition with the Village's silo. Additionally, she stated that she believed that animating the lights could be a distraction to drivers.

Trustee Salazar commented that if the Village invested in some of the original concept plans, such as seating, walkways or a playground, it could create an area for people to visit. She said it would also be complementary to the Block One area. She would not be interested in upgrading the lighting.

Administrator Bosco spoke about the original idea of incorporating the concepts being that the improvements would create a destination for visitors as opposed to just a beacon that the lighted silo creates. Bosco also reminded the Board that the silo is located within a TIF district.

Mayor Gaffino said he sees the silo as a landmark. With North Aurora's lack of a downtown area, he said that this project can become a destination that the Village can take ownership of and potentially tie in to the Block One area.

Trustee Curtis stated that the silo is only lit at night and she does not anticipate people making the silo a destination point.

Trustee Carroll expressed that he believed the only way that people will view the silo as a destination point is if it is converted to an observation tower.

There was further discussion about regarding improvements to the silo and how that could or may not enhance the area.

Administrator Bosco reminded the Board that there was also a redevelopment concept for the Riverfront Park area. He explained that having a completed concept with cost estimates bodes better for attempting to win grants to assist in funding projects. He suggested that the Board decide what to prioritize and to have a completed concept in an effort to receive grant funds.

The Board discussed what they felt the priorities of the Village should be and offered different ideas for the area. The consensus being that the silo and Riverfront Park would be brought up for discussion during the Village's strategic planning.

EXECUTIVE SESSION –

1. Collective Bargaining
2. Personnel

ADJOURNMENT TO EXECUTIVE SESSION

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

RETURN FROM EXECUTIVE SESSION

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, Police Chief Joe DeLeo, Village Attorney Kevin Drendel, Attorney John Kelly.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 11/08/2022 - 4:29PM
Batch: 00503.11.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
IML Risk Management Association						
003210						
IML Dues	1,500.00	01-410-4390	Dues & Meetings	10032022-01	10/3/2022	11/09/2022
2023 Contribution	332,069.76	14-430-4944	Liability Coverage	10032022-02	10/3/2022	11/09/2022
Total:	333,569.76	*Vendor Total				
Report Total:	333,569.76					

Accounts Payable

To Be Paid Proof List

User: ablasr
Printed: 11/16/2022 - 3:43PM
Batch: 00502.11.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aaron Anderson						
043760						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
Aflac						
030540						
AFLAC- Oct 2022	80.48	01-000-2053	AFLAC	424351	10/26/2022	11/21/2022
Total:	80.48	*Vendor Total				
Alexander Negro						
468235						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
Amalgamated Bank						
024400						
Fiscal Agent Fee	475.00	32-430-4709	Fiscal Agent Fees	11012022	11/1/2022	11/21/2022
Total:	475.00	*Vendor Total				
Anna Helene Tuohy						
044040						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
Arms Unlimited Inc						
468340						
Less Lethal Shotguns	1,850.00	01-440-4383	Firearm Training	AU21663	9/14/2022	11/21/2022
Total:	1,850.00	*Vendor Total				
Asila Consulting Services LLC						
468268						
Block Of Support Hours	5,000.00	01-430-4280	Professional/Consulting Fees	06062022	6/6/2022	11/21/2022
Total:	5,000.00	*Vendor Total				
Aurora Area Convention						
003770						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
NA Lodging Hotel Tax/ Sept 2022	2,867.48	15-430-4752	90% Tourism Council	11022022	11/2/2022	11/21/2022
Total:	2,867.48	*Vendor Total				
B & F Construction						
015600						
Plan Review- 140 Hanson Blvd	300.00	01-441-4276	Inspection Services	60349	10/31/2022	11/21/2022
Plan Review- 100 Hanson Blvd	895.50	01-441-4276	Inspection Services	60383	11/2/2022	11/21/2022
Total:	1,195.50	*Vendor Total				
Borekci Real Estate, LLC						
468158						
NATC Rebate June 22 - Aug 22- Inline 100%	19,216.25	01-490-4781	Sales Tax Rebates	11102022	11/10/2022	11/21/2022
Total:	19,216.25	*Vendor Total				
Brackett, Michael						
005890						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
Camic Johnson, LTD.						
03989						
Legal Fees	350.00	01-440-4260	Legal	142	10/28/2022	11/21/2022
Total:	350.00	*Vendor Total				
Carus Corporation						
033300						
HMO Chemicals- WTP	1,594.50	60-445-4437	Chemicals - Water Treatment	SLS 1010426	10/31/2022	11/21/2022
HMO Chemicals- ETP	1,104.00	60-445-4437	Chemicals - Water Treatment	SLS 1010426	10/31/2022	11/21/2022
Total:	2,698.50	*Vendor Total				
Casey Equipment Co, Inc						
010570						
Fuel Foil Filters	492.60	01-445-4511	Vehicle Repair and Maint	P03666	10/21/2022	11/21/2022
Lift Ram (2)	56.93	01-445-4511	Vehicle Repair and Maint	P03715	11/2/2022	11/21/2022
Total:	549.53	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning- PW Garage	57.50	01-445-4520	Public Buildings Rpr & Mtce	4135371372	10/25/2022	11/21/2022
First Aid Kit Supplies- PW Garage	70.28	01-445-4870	Equipment	5130350368	10/26/2022	11/21/2022
Total:	127.78	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 1901 Orchard Gateway	41.85	10-445-4660	Street Lighting and Poles	0835082016	11/3/2022	11/21/2022
Street Lights/ 1197 Comiskey	8.88	10-445-4660	Street Lighting and Poles	0903075187	10/17/2022	11/21/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Street Lights/ 1051 Kettle Ave	19.56	10-445-4660	Street Lighting and Poles	1083133047	11/3/2022	11/21/2022
Street Lights/ 1193 Comiskey	8.88	10-445-4660	Street Lighting and Poles	1743032047	10/17/2022	11/21/2022
Total:	79.17	*Vendor Total				
Core & Main						
039040						
Brass Fittings	124.40	60-445-4568	Watermain Rprs. & Rplcmts.	R815651	10/25/2022	11/21/2022
Total:	124.40	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Mud Flap	362.88	01-445-4511	Vehicle Repair and Maint	246757	10/26/2022	11/21/2022
Total:	362.88	*Vendor Total				
DACRA Adjudication Systems						
467842						
Adjudication- Oct 2022	1,850.00	01-440-4510	Equipment/IT Maint	DT 2022-10-2	10/31/2022	11/21/2022
Total:	1,850.00	*Vendor Total				
David Arndt						
047010						
Travel Reimbursement	143.75	01-430-4370	Conferences & Travel	11032022	11/3/2022	11/21/2022
Total:	143.75	*Vendor Total				
Donald E Morris Architect, PC						
468287						
Plan Review- Sept 2022	2,821.19	01-441-4276	Inspection Services	09302022	9/30/2022	11/21/2022
Plan Review- Oct 2022	2,425.40	01-441-4276	Inspection Services	10312022	10/22/2022	11/21/2022
Total:	5,246.59	*Vendor Total				
Doug Botkin						
047330						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Eng Srvcs- PW/ Sept 2022	233.33	01-445-4260	Legal	3144	10/30/2022	11/21/2022
Total:	233.33	*Vendor Total				
Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Steering Shaft- Truck #147	726.71	01-445-4511	Vehicle Repair and Maint	078272	10/25/2022	11/21/2022
Total:	726.71	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Dunn-Rite Window Cleaning Inc.						
467922						
Window Cleaning- VH/ Sept 2022	710.00	01-445-4520	Public Buildings Rpr & Mtce	5448	10/27/2022	11/21/2022
Total:	710.00	*Vendor Total				
Dynegy Energy Services						
048750						
Well #9 9/16 - 10/16	5,113.71	60-445-4662	Utility	14653112210	10/19/2022	11/21/2022
Well #7 9/8 - 10/6	5,154.71	60-445-4662	Utility	14653112210	10/19/2022	11/21/2022
Well #4/ WTP 9/7 - 10/5	4,829.98	60-445-4662	Utility	14653112210	10/19/2022	11/21/2022
Well #5/ ETP 9/8 - 10/6	1,118.13	60-445-4662	Utility	14653112210	10/19/2022	11/21/2022
Well #8 9/6 - 10/4	4,361.92	60-445-4662	Utility	14653112210	10/19/2022	11/21/2022
Well #6 9/2 - 10/3	3,210.29	60-445-4662	Utility	14653112210	10/19/2022	11/21/2022
Total:	23,788.74	*Vendor Total				
Energenees, Inc						
035320						
Antenna Replacement, Cable, Fittings	9,490.01	60-445-4565	Water Well Rpr & Mtce	0044616-IN	9/22/2022	11/21/2022
Total:	9,490.01	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
DART Fire Test	278.75	60-445-4255	Engineering	75399	10/21/2022	11/21/2022
LSLR Program	3,582.00	60-445-4255	Engineering	75400	10/21/2022	11/21/2022
Pedestrian Signal/ Randall & Ritter	11,840.31	21-456-4875	Capital Improvements	75401	10/21/2022	11/21/2022
Total:	15,701.06	*Vendor Total				
Federal Express Corporation						
009530						
Postage	64.26	01-445-4505	Postage	7-926-69945	10/26/2022	11/21/2022
Total:	64.26	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	6,452.98	71-000-1340	Gas/Diesel Escrow	3931498	11/1/2022	11/21/2022
Diesel Fuel	2,996.06	71-000-1340	Gas/Diesel Escrow	3931499	11/1/2022	11/21/2022
Total:	9,449.04	*Vendor Total				
FOX METRO WRD						
045480						
Sewer Bill- VH 7/31 - 9/30	82.24	01-445-4662	Utility	N02-0164	10/31/2022	11/21/2022
Sewer Bill- PW Garage 7/31 - 9/30	21.42	01-445-4662	Utility	N02-5782	10/31/2022	11/21/2022
Sewer Bill- PD 7/31 - 9/30	71.40	01-445-4662	Utility	N02-5784	10/31/2022	11/21/2022
Total:	175.06	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Frank Marshall Electric						
028510						
Light Repair- Riverfront Park	1,233.00	01-445-4530	Public Grounds/Parks Maint	91388	10/24/2022	11/21/2022
Light Repair- VH Boardroom	405.00	01-445-4520	Public Buildings Rpr & Mtce	91390	10/24/2022	11/21/2022
Total:	1,638.00	*Vendor Total				
Hach Company						
014100						
New Hardness Analyzer- ETP	3,746.76	60-445-4870	Equipment	13307313	10/27/2022	11/21/2022
Total:	3,746.76	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ Nov 2022	38,461.74	01-440-4130	Health Insurance	11092022-01	11/9/2022	11/21/2022
Health Insurance- Admin/ Nov 2022	5,900.65	01-430-4130	Health Insurance	11092022-02	11/9/2022	11/21/2022
Health Insurance- PSEBA/ Nov 2022	3,655.30	01-430-4132	PSEBA Health Insurance	11092022-03	11/9/2022	11/21/2022
Health Insurance- CommDev/ Nov 2022	3,337.54	01-441-4130	Health Insurance	11092022-04	11/9/2022	11/21/2022
Health Insurance- PW/ Nov 2022	14,537.37	01-445-4130	Health Insurance	11092022-05	11/9/2022	11/21/2022
Health Insurance- Water/ Nov 2022	6,537.34	60-445-4130	Health Insurance	11092022-06	11/9/2022	11/21/2022
Health Insurance- Retirees/ Nov 2022	1,957.99	01-000-2055	Payroll Deductions	11092022-07	11/9/2022	11/21/2022
Health Insurance- PD Pension/ Nov 2022	3,328.90	01-000-2055	Payroll Deductions	11092022-08	11/9/2022	11/21/2022
Dental Insurance- Admin/ Nov 2022	194.97	01-430-4136	Dental Insurance	11092022-09	11/9/2022	11/21/2022
Dental Insurance- CommDev/ Nov 2022	87.27	01-441-4136	Dental Insurance	11092022-10	11/9/2022	11/21/2022
Dental Insurance- PD/ Nov 2022	961.56	01-441-4136	Dental Insurance	11092022-11	11/9/2022	11/21/2022
Dental Insurance- PW/ Nov 2022	417.69	01-445-4136	Dental Insurance	11092022-12	11/9/2022	11/21/2022
Dental Insurance- Water/ Nov 2022	170.61	60-445-4136	Dental Insurance	11092022-13	11/9/2022	11/21/2022
Dental Insurance- Employee/ Nov 2022	2,062.77	01-000-2054	Insurance Employee Reimburse	11092022-14	11/9/2022	11/21/2022
Life Insurance- PD/ Nov 2022	100.80	01-440-4135	Life Insurance	11092022-15	11/9/2022	11/21/2022
Life Insurance- PW/ Nov 2022	37.44	01-445-4135	Life Insurance	11092022-16	11/9/2022	11/21/2022
Life Insurance- Admin/ Nov 2022	17.28	01-430-4135	Life Insurance	11092022-17	11/9/2022	11/21/2022
Life Insurance- CommDev/ Nov 2022	14.40	01-441-4135	Life Insurance	11092022-18	11/9/2022	11/21/2022
Life Insurance- Water/ Nov 2022	14.40	60-445-4135	Life Insurance	11092022-19	11/9/2022	11/21/2022
Vision/ Nov 2022	747.65	01-000-2056	VSP - Employee Contributions	11092022-20	11/9/2022	11/21/2022
Voluntary Life/ Nov 2022	418.07	01-000-2052	Voluntary Life Insurance	11092022-21	11/9/2022	11/21/2022
Total:	82,961.74	*Vendor Total				
J & S Construction						
029060						
Water Main Repair- Oak and Winstor	11,006.25	60-445-4568	Watermain Rprs. & Rplcmts.	2207301	11/1/2022	11/21/2022
Total:	11,006.25	*Vendor Total				
K & D Sales & Service						
468253						
Chain Saw Bar	15.90	01-445-4510	Equipment/IT Maint	13584	10/7/2022	11/21/2022
Total:	15.90	*Vendor Total				
KB Collision & Customs						
046310						
New Squad Equipment	550.00	01-440-4931	Vehicle Equip Fund Charges	271	11/8/2022	11/21/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	550.00	*Vendor Total				
Kiesler's Police Supply, Inc.						
039910						
Ammo	3,620.00	01-440-4383	Firearm Training	IN201456	11/1/2022	11/21/2022
Ammo	1,472.40	01-440-4383	Firearm Training	IN201480	11/1/2022	11/21/2022
Total:	5,092.40	*Vendor Total				
Kimball Midwest						
467916						
Wipes, Thread ID	60.47	01-445-4511	Vehicle Repair and Maint	100435443	10/28/2022	11/21/2022
Total:	60.47	*Vendor Total				
Layne Christensen Company						
025170						
Pump/ Motor Maintenance- Well #5	15,207.20	60-463-4875	Capital Improvements	2349844	10/19/2022	11/21/2022
Total:	15,207.20	*Vendor Total				
Linde Gas & Equipment Inc						
025120						
Cutting Torch Oxygen Cylinder	214.32	01-445-4510	Equipment/IT Maint	32127854	10/29/2022	11/21/2022
Total:	214.32	*Vendor Total				
Mark Bozik						
042430						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
Menards						
016070						
Decoration Supplies	247.48	01-445-4530	Public Grounds/Parks Maint	94685	10/25/2022	11/21/2022
Supplies For Repair Van	469.36	60-445-4568	Watermain Rprs. & Rplcmts.	94818	10/27/2022	11/21/2022
Swiffer And Cloths	32.67	01-445-4421	Custodial Supplies	95218	11/3/2022	11/21/2022
Fittings For Sampling	61.23	60-445-4567	Treatment Plant Repair/Maint	95235	11/3/2022	11/21/2022
Light Bulbs	169.95	01-445-4520	Public Buildings Rpr & Mtce	95306	11/4/2022	11/21/2022
Folding Chairs (32)	639.68	01-445-4799	Misc. Expenditures	95480	11/7/2022	11/21/2022
Expandable Foam For Leaf Box Seal	107.82	01-445-4510	Equipment/IT Maint	95512	11/7/2022	11/21/2022
Total:	1,728.19	*Vendor Total				
Metro West COG						
032210						
Metro West Meeting- Gaffino/ Sept 2022	50.00	01-410-4390	Dues & Meetings	4837-01	10/24/2022	11/21/2022
Metro West Meeting- Bosco/ Sept 2022	50.00	01-430-4390	Dues & Meetings	4837-02	10/24/2022	11/21/2022
Total:	100.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
North Aurora NAPA, Inc.						
038730						
Fask Masks	4.47	01-445-4870	Equipment	399447	12/27/2021	11/21/2022
RainX Weather Bead	142.90	01-445-4511	Vehicle Repair and Maint	403420	2/16/2022	11/21/2022
Windshield Wash, Drain Pan	9.79	01-445-4511	Vehicle Repair and Maint	409955	5/3/2022	11/21/2022
Air Filters	208.89	01-445-4511	Vehicle Repair and Maint	411819	5/24/2022	11/21/2022
Oil Filter	20.60	01-445-4511	Vehicle Repair and Maint	411820	5/24/2022	11/21/2022
Hydraulic Filter	10.06	01-445-4511	Vehicle Repair and Maint	411821	5/24/2022	11/21/2022
Fuse Holder	3.10	01-445-4511	Vehicle Repair and Maint	412294	5/31/2022	11/21/2022
Spayer, Disk Brake Quiet & Brake	30.28	01-445-4511	Vehicle Repair and Maint	413175	6/9/2022	11/21/2022
Battery	339.78	01-445-4511	Vehicle Repair and Maint	415410	6/5/2022	11/21/2022
Brake Pad, Roter- 2012 Ram	910.37	01-445-4511	Vehicle Repair and Maint	417690	8/1/2022	11/21/2022
Battery Warrenty	73.28	01-445-4511	Vehicle Repair and Maint	417997	8/4/2022	11/21/2022
Rearview Mirror Pro, Air Freshner	10.28	01-445-4511	Vehicle Repair and Maint	418647	8/12/2022	11/21/2022
Spreader (3 Pak)	2.23	01-445-4511	Vehicle Repair and Maint	420224	8/31/2022	11/21/2022
Belt- 2000 Ford	71.19	01-445-4511	Vehicle Repair and Maint	420316	9/1/2021	11/21/2022
12V Battery, Air Freshener	57.84	01-445-4511	Vehicle Repair and Maint	421627-01	9/19/2022	11/21/2022
Squad Parts	179.80	01-440-4511	Vehicle Repair and Maint	421627-02	9/19/2022	11/21/2022
Squad Parts	146.97	01-440-4511	Vehicle Repair and Maint	422786	10/3/2022	11/21/2022
Fuse	12.64	01-445-4511	Vehicle Repair and Maint	423212	10/7/2021	11/21/2022
Squad Parts	441.79	01-440-4511	Vehicle Repair and Maint	423420	10/11/2022	11/21/2022
Squad Parts	387.80	01-440-4511	Vehicle Repair and Maint	423433	10/11/2022	11/21/2022
Horn- Truck #181	26.41	01-445-4511	Vehicle Repair and Maint	423645	10/13/2022	11/21/2022
Step Bar	203.48	01-445-4511	Vehicle Repair and Maint	423749	10/20/2022	11/21/2022
Sensor & Connector	56.07	01-445-4511	Vehicle Repair and Maint	424439	10/24/2021	11/21/2022
Fuel Cap Tether	17.22	01-445-4511	Vehicle Repair and Maint	424440	10/24/2021	11/21/2022
Electronic Cle	36.47	01-445-4511	Vehicle Repair and Maint	424656	10/26/2022	11/21/2022
Housing	73.35	01-445-4511	Vehicle Repair and Maint	424662	10/26/2021	11/21/2022
Worklight	51.49	01-445-4511	Vehicle Repair and Maint	424707	10/27/2022	11/21/2022
Calipar, Brake Parts	128.36	01-445-4511	Vehicle Repair and Maint	424714	10/27/2022	11/21/2022
4 Piece Mechanics Set	73.61	01-445-4511	Vehicle Repair and Maint	424715	10/27/2021	11/21/2022
Squad Parts	117.07	01-440-4511	Vehicle Repair and Maint	424740	10/27/2022	11/21/2022
Adapter Trailer Wire	13.71	01-445-4511	Vehicle Repair and Maint	424857	10/28/2021	11/21/2022
Total:	3,861.30	*Vendor Total				
North East Multi-Regional						
001520						
Training- Robinson, Majerus	510.00	01-440-4380	Training	314255	11/9/2022	11/21/2022
Total:	510.00	*Vendor Total				
Olsson Roofing Company, Inc.						
042370						
Roof Leak Repair- VH	1,793.00	01-445-4520	Public Buildings Rpr & Mtce	22003235	10/28/2022	11/21/2022
Total:	1,793.00	*Vendor Total				
Paddock Publications, Inc.						
026910						
SSA #45 Public Notice	342.70	01-430-4506	Publishing/Advertising	232087	10/24/2022	11/21/2022
Total:	342.70	*Vendor Total				
Pitney Bowes Inc.						
017470						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Postage Machine	452.13	01-440-4505	Postage	3105774730	10/25/2022	11/21/2022
Total:	452.13	*Vendor Total				
Priority Products, Inc.						
041340						
Nuts, Fuses, Clamps	188.78	01-445-4511	Vehicle Repair and Maint	981625	10/21/2022	11/21/2022
Washers, Ties, Drill Bits	161.48	01-445-4511	Vehicle Repair and Maint	982270	11/4/2022	11/21/2022
Total:	350.26	*Vendor Total				
Richard Newell						
468236						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
SavATree, LLC						
468127						
Tree Trimming	9,892.00	01-445-4532	Tree Service	11623981	10/12/2022	11/21/2022
Total:	9,892.00	*Vendor Total				
Sebert Landscaping						
032840						
Mowing- SSA4	1,157.00	17-004-4533	Maintenance	248889-01	10/31/2022	11/21/2022
Mowing- SSA8	1,065.00	17-008-4533	Maintenance	248889-02	10/31/2022	11/21/2022
Mowing- SSA9	331.00	17-009-4533	Maintenance	248889-03	10/31/2022	11/21/2022
Mowing- SSA11	29.00	17-011-4533	Maintenance	248889-04	10/31/2022	11/21/2022
Mowing- Public Property	4,092.00	01-445-4531	Grass Cutting	248889-05	10/31/2022	11/21/2022
Total:	6,674.00	*Vendor Total				
Secretary of State						
002690						
Notary- McKiness	15.00	01-440-4799	Misc.	11042022	11/4/2022	11/21/2022
Total:	15.00	*Vendor Total				
SIT Service Dogs						
468358						
Comfort Dog	6,000.00	01-440-4799	Misc.	Pawiffer - Ind	10/24/2022	11/21/2022
Total:	6,000.00	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payment- Oct 2022	895.00	60-445-4510	Equipment/IT Maint	INV-011029	11/4/2022	11/21/2022
Total:	895.00	*Vendor Total				
The Needham Shop, Inc.						
041000						
Loader Light Repairs	70.35	01-445-4511	Vehicle Repair and Maint	70.35	10/4/2022	11/21/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	70.35	*Vendor Total				
Thomas Lenkart						
032550						
Plan/ Zoning Commission Meeting 11/1/22	50.00	01-410-4016	Per Diem - Plan Commission	11012022	11/1/2022	11/21/2022
Total:	50.00	*Vendor Total				
Treasurer, State of Illinois						
009370						
Airport/ Alder/ Ice Cream- Pay #4 Final	132,701.19	10-445-4875	Capital Improvements	124990	11/1/2022	11/21/2022
Total:	132,701.19	*Vendor Total				
Uline, Inc						
468220						
Custodial Supplies	1,125.67	01-445-4421	Custodial Supplies	155507233	10/24/2022	11/21/2022
Total:	1,125.67	*Vendor Total				
University of Illinois						
002780						
Training Class- Nordstrom	500.00	01-440-4383	Firearm Training	UPI11202	10/26/2022	11/21/2022
Total:	500.00	*Vendor Total				
Utility Dynamics Corporation						
052560						
LED Lighting Upgrades- Orchard Gateway	5,391.24	10-445-4661	Street Light Repair/Maint	1025-2913	10/25/2022	11/21/2022
Total:	5,391.24	*Vendor Total				
Water Products Company						
001170						
Grease & Sleeves For WM Repair	2,910.68	60-445-4568	Watermain Rprs. & Rplcmnts.	031004	11/2/2022	11/21/2022
Repair Clamp, Bolts, Fitting	1,254.00	60-445-4568	Watermain Rprs. & Rplcmnts.	0312957	10/31/2022	11/21/2022
Total:	4,164.68	*Vendor Total				
Williams Associates Architects, Ltd.						
024930						
Validation Phase	3,114.55	17-032-4533	Maintenance	0021313	10/26/2022	11/21/2022
Total:	3,114.55	*Vendor Total				
Report Total:	403,129.82					

Village of North Aurora

Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

Date: November 21, 2022

CC: Steven Bosco, Village Administrator

RE: Ordinance Proposing Opus I-88 Special Service Area (SSA No. 45)

The Village Board had previously approved SSA No. 45, however, we inadvertently did not hold a public hearing on this matter. Notice of the public hearing was sent to the Daily Herald and notices were mailed to taxpayers of record. Unfortunately, the actual public hearing was mistakenly left off the November 7, 2022 Village Board agenda. The original ordinance proposing SSA No 45 was passed on September 19, 2022, with final approval needed within 60 days. The November 21, 2022 Village Board meeting occurs greater than 60 days after the ordinance proposing SSA No. 45 was approved, therefore we will need to restart the process.

Per section 8 of the Opus I-88 Corporate Park PUD Ordinance, the Village shall establish a back-up 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.

Should the Village Board approve the Ordinance proposing SSA No. 45, the next step will include:

- A public hearing before the Village Board, which may take place no later than 60 days after the Ordinance proposing SSA No. 45 is approved.
- Mail notices to the last taxpayers of record at least 10 days prior to the public hearing.
- Publish notice in a newspaper of local circulation at least 15 days prior to the public hearing.

ORDINANCE NO.

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

WHEREAS, a special use for a planned unit development was approved by the Village Board by Ordinance No. 2021-04-05-01, 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 in The Village of North Aurora (the “PUD Ordinance”), for property legally described the document attached hereto and referenced herein as Exhibit “A”, and that property being developed as the Opus 1-88 Corporate Park (the “Development”) has been annexed to the Village; and

WHEREAS, Declaration of Covenants, Conditions and Restrictions for an owners’ association have been or will be executed and recorded and will bind future owners within the subdivision in compliance with the PUD Ordinance; and

WHEREAS, the preliminary/final plat and a declaration of covenants, conditions and restrictions identify (or shall identify) certain special improvements referenced in the PUD Ordinance including all private drives, parking lots, retention and detention basins, water service facilities, sanitary sewer service facilities (onsite and offsite), storm sewer facilities (onsite and offsite), surface drainage facilities, and landscaping, including signs, and common area landscaping (hereinafter “Common Facilities”) that uniquely benefit the Opus 1-88 Corporate Park; and

WHEREAS, the declaration that is or will be recorded requires or shall require an owners’ association to pay the expense of maintenance, repair, replacement, taxes, administration and operation of the Common Facilities; and

WHEREAS, it is proper and necessary that a Special Service Area be established as a backup source of funding for purposes of maintenance, repair and replacement of the Common Facilities as provided in the PUD Ordinance; and

WHEREAS, the proposed Ordinance will create Special Service Area No. 45 (Opus 1-88 Corporate Park) providing a tax associated with the establishment of the service area to be levied; and

WHEREAS, the services to be provided are special and unique to the Opus 1-88 Corporate Park development and are in addition to services generally provided throughout the Village of North Aurora; and

WHEREAS, the owners’ association established or to be established by the developer shall be primarily responsible for the maintenance, repair, replacements, taxes, administration and operation of the Common Facilities, and the proposed special service shall be established as a backup source of funding; and

WHEREAS, the Village has the authority to levy and impose taxes on property in special service areas to cover the cost of the special services to be provided pursuant to Article VII, Section 7, Part (6) of the 1970 Illinois constitution and 35 ILCS 200/27-5 et. seq. of the Illinois Municipal Code.

NOW, THEREFORE, Be It Ordained by the Mayor and Board of Trustees of the Village of North Aurora as follows:

1. The corporate authorities find as a fact the recitals set forth above.

2. That a Special Service Area is hereby proposed for the Opus 1-88 Corporate Park as a backup source of funding for mowing of grass, fertilization and pest control of grass and other landscape materials; cleaning and maintenance of stormwater basins and channels, including such stormwater detention elements, and repair flushing and ongoing maintenance of storm sewer lines; customary 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 as more fully described in the PUD Ordinance and including the accrual of interest at the rate of 6 percent (6%) per annum from the date of expenditure until the date of collection by the Village of the SSA Back-Up funding and a ten percent (10%) administrative fee.

3. That the time and place for a hearing on the proposed Special Service Area for Development shall be fixed within sixty (60) days after the adoption of this Ordinance and shall be subject to publication and mailing of required notices and any and all requirements imposed by law

4. That the Special Service Area tax shall be imposed at a rate or amounts sufficient to produce revenues required to provide the special services, but in no event more than fifty cents (\$0.50) per one hundred dollars (\$100.00) of assessed valuation, as equalized, of the taxable property, excluding all taxable personal property, per year located in the SSA.

5. This Ordinance shall be in full force and effect from and after its passage and approval by the President and passage of time as provided by law.

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

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

Mark Carroll	_____	Laura Curtis	_____
Mark Guethle	_____	Mark 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.

Village President

ATTEST:

Village Clerk

EXHIBIT A

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

TRACT 1

PARCEL 1:

THAT PART OF LOT 2 IN TOLLWAY PARK OF COMMERCE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER 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 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 2:

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.

TRACT 2:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 175.02 FEET TO THE NORTHWESTERN CORNER OF THE TRACT OF LAND CONVEYED TO THE VILLAGE OF NORTH AURORA AS DOCUMENT 1003704 IN THE OFFICE OF THE KANE COUNTY RECORDER; THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 100.29 FEET TO A POINT HERINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 200.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 04 SECONDS WEST PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST QUARTER 100.00 FEET TO THE

WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 942.57 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 07 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 1,005.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 15.87 FEET; THENCE NORTH 37 DEGREES 09 MINUTES 11 SECONDS EAST 173.55 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 905.65 FEET TO A POINT LYING SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 1,007.69 FEET FROM THE AFORESAID POINT "A"; THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 1,469.83 FEET TO A POINT ON THE WESTERN LINE OF THE FORMER CHICAGO BURLINGTON AND QUINCY RAILROAD COMPANY PROPERTY; THENCE SOUTH 00 DEGREES 39 MINUTES 04 SECONDS EAST ALONG THE WESTERN LINE OF SAID FORMER RAILROAD COMPANY PROPERTY 936.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 07 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 1,567.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1,468,048 SQUARE FEET OR 33.702 ACRES, MORE OR LESS.

TRACT 3:

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, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 175.02 FEET TO THE NORTHWESTERN CORNER OF THE TRACT OF LAND CONVEYED TO THE VILLAGE OF NORTH AURORA AS DOCUMENT 1003704 IN THE OFFICE OF THE KANE COUNTY RECORDER; THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 100.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 200.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 04 SECONDS WEST PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST QUARTER 100.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 942.57 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 07 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 1,005.85 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 15.87 FEET; THENCE NORTH 37 DEGREES 09 MINUTES 11 SECONDS EAST 173.55 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 905.65 FEET TO A POINT LYING SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 1,007.69 FEET FROM THE POINT OF THE BEGINNING; THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS WEST 1,007.69 FEET TO THE POINT OF BEGINNING, CONTAINING 1,194,744 SQUARE FEET OR 27.428 ACRES, MORE OR LESS.



Memorandum

To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: November 17, 2022

Re: The Rustic Fox Chris Kringle Holiday Market

Attached is a Special Event Permit application submitted by Nicole Kolosowski on behalf of The Rustic Fox seeking a special events permit from the Village of North Aurora for an outdoor holiday market event spanning two consecutive days.

The Rustic Fox is looking to host an outdoor holiday market at their location, 1790 Towne Center Drive, on the dates of Saturday, December 3 from 10 am to 6 pm and Sunday, December 4, 2022 from 11 am – 5 pm. The event will host approximately 65 vendors showcasing their Christmas crafts and also includes five food trucks. The event will have live performances by local musicians and Santa Claus will also be in attendance for photos.

The event requires a Special Event permit due to the fact there will be multiple food trucks / food vendors at the event for a duration of more than two hours and Village Code only allows for one food vendor a day for a two hour window without a Special Event Permit along with the event taking place outside. Please see the attached layout map for the event.



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

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

SPECIAL EVENT PERMIT APPLICATION

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

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

Application Date: 8-31-22

Name of Event: Chris Kringle Holiday Market

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

Location of Event: 1790 Towne Center Dr

Date(s) of Event: 12/3/22 & 12/4/22 Hours of Event: 10am to 6pm

Event / Organization Website (if applicable): therusticfoxhome.com *11am to 12pm*

Purpose of the event: Sales event Holiday Merchandise
Photos w/ Santa

Description of the event: _____

Map Included (check here): ☐

(Map must include location of event and applicable marked items (i.e. tents, direction of sound, barriers, etc.)

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

Contact person: Nicole Kolosowski

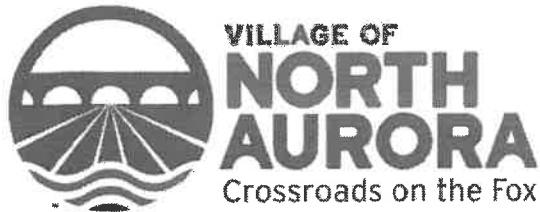
Contact person address: 1790 Towne Center Dr

City: North Aurora State: IL Zip: 60542

Home Phone: _____ Cell Phone: 331-442-1872 E-mail: nicole@therusticfoxhome.com

Organization address: 1790 Towne Center Dr

City: North Aurora State: IL Zip: 60542 Phone: 630-907-9218



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

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

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

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

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

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

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

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

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

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

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

Submit All COMPLETED Applications to:

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

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

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

Dated this 31st day of August, 20 22

Lisa Asturizaga
Signature of Organizer / Applicant



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

HOLD HARMLESS RELEASE

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

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

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

Lisa Asturrizaga

Name of Organizer / Applicant (please print)

Lisa Asturrizaga

Signature of Organizer / Applicant

8-31-22

Date

Additional description of event provided by The Rustic Fox:

The December event will host a number of vendors showcasing their Christmas crafts. As of today we have a total of 65 vendors participating in the event including five food trucks. We will be featuring live performances by local musicians. Santa Claus will also be in attendance for photo ops.

The Rustic Fox

FURNITURE & DECOR

SIDE DOOR
NO ENTRY

BATHROOMS

DUMPSTER
DO NOT USE

DOCK DOOR

Store
Entrance

Handicap
Parking

Handicap
Parking

Handicap
Parking

Handicap
Parking

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VENDOR
CHECK IN

VENDOR
CHECK IN

TOWNE CENTER BLVD.



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Village Engineer

Date: November 14, 2022

Re: Consideration of a Phase 2 Engineering Agreement with EEI for the Orchard Gateway STP Project in the amount of \$295,891.

The Village has received a proposal from EEI for the Phase 2 engineering services for the Orchard Gateway Project proposed for fiscal year 2024. This project would include pavement rehabilitation of Orchard Gateway from Orchard Road to Randall Road. It would also include the installation of a traffic signal and widening at the intersection of Hansen Boulevard and Orchard Gateway, replacing the existing four way stop sign.

EEI has been performing Phase 1 engineering services for the project and is nearing the completion of this phase of design. Part of the engineering completed during this phase was determining the need for additional right-of-way (ROW) or easements and completing an environmental study. It has been determined that additional right-of-way and easements will be necessary near the intersection of Orchard Gateway and Hansen in order to accommodate the installation of the traffic signal equipment and widening the intersection for additional turn lanes. The environmental testing and reporting determined that additional testing and reporting will be required during Phase 2 design.

EEI's proposal for Phase 2 engineering is in the amount of \$295,891. Included within their proposal is the use of two sub consultants. Environmental testing and reporting services by Huff & Huff in the amount of \$26,393. Right-of-way acquisition services by Mathewson Land Services, Inc. in the amount of \$63,800 which includes, following federal property acquisition requirements, titles, appraisals, property negotiations, and closings on three different parcels. EEI's scope includes completing final engineering plans and specifications for the project.

The Village had obtained federal funding for this project through the Kane County Council of Mayors (KKCOM) and Chicago Metropolitan Planning Agency (CMAP) in 2020 with partial funding from the federal Surface Transportation Project (STP) in the amount of \$1,888,890.

In 2022, Village staff requested additional funding for the project's construction due to KKCOM showing an unobligated balance of funds for fiscal year 2024. The Village was given an additional \$179,167 in funding, bringing the total grant funds to \$2,068,057.

A summary of the estimated project cost and grant funds is shown in the table below:

	Phase 1 Eng.	Phase 2 Eng.	ROW	Construction	Phase 3 Eng.
Village Funds	\$244,266	\$295,891	\$285,000	\$1,339,843	\$340,800
Grant Funds	-	-	-	\$2,068,057	-
Total	<i>\$244,266</i>	<i>\$295,891</i>	<i>\$285,000</i>	<i>\$3,407,900</i>	<i>\$340,800</i>

Total Estimated Project Cost = \$4,573,857

Total Estimated Project Cost with Village Funds = \$2,505,800

The ROW, construction, and Phase 3 engineering are estimated costs at this time

The Village Engineer and Public Works Director reviewed the professional services agreement prepared by EEI for the Phase 2 engineering services. It was determined that the scope outlined in the agreement is sufficient to address the needs of the project. There is currently \$245,000 budgeted for the project, with sufficient funds in the Capital Fund to cover the additional \$55,891 so it is the Staff recommendation to enter into an agreement with EEI in the amount of \$295,891.

**Agreement for Professional Services
Orchard Gateway Boulevard Roadway Improvements - Phase II
Village of North Aurora, IL**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, plans cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services shall include Design Engineering for the roadway improvements on Orchard Gateway Boulevard and Hansen Boulevard as shown on Attachment E. All engineering will be performed in accordance to all Village and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Work and services will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering for the project is \$205,198. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the Village shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 10%. Such outside services include, but are not limited to services to be provided by Huff & Huff, a Subsidiary of GZA and Mathewson Land Services, Inc. Direct Expenses are estimated to be \$90,693.

D. Changes in Rates of Compensation:

In the event that this contract extends beyond December 31, 2022, the contractor shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after January 1st of

2023. In the event that any rate changes do occur, the new effective rates will not affect the established Fixed Fee amount.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Estimated Project Schedule
Attachment E:	Project Location Map
Attachment F:	2022 Standard Schedule of Charges
Attachment G:	Huff & Huff Proposal
Attachment H:	Mathewson Land Services Proposal

L. Notices:

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

For the Village:

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

For the ENGINEER:

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

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

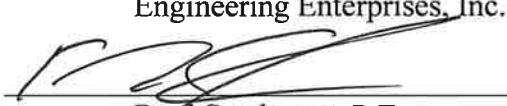
Agreed to this ____ day of _____, 2022.

Village of North Aurora:

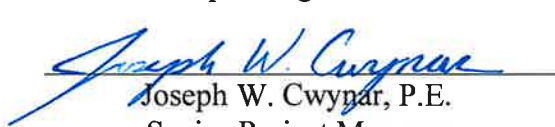
Mark Gaffino
Village President

Jessi Watkins
Village Clerk

Engineering Enterprises, Inc.:



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



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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

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

Orchard Gateway Boulevard Roadway Improvements - Phase II Engineering Services

Attachment B – Scope of Services

The Village of North Aurora (Village) requires Phase II Engineering services for the Orchard Gateway Boulevard Roadway Improvements. The Village has applied for and received STP-L Federal Funding through the Kane Kendall Council of Mayors (KKCOM). A project location map can be found in Attachment E of this proposal.

The scope of the project includes a new traffic signal and widening to accommodate new auxiliary lanes at the intersection of Orchard Gateway Boulevard and Hansen Boulevard. Pavement rehabilitation and resurfacing, ADA improvements as necessary and spot curb and gutter and sidewalk removal and replacement as necessary on Orchard Gateway Boulevard from Orchard Road to Randall Road.

In order to successfully complete this project, various items will need to be addressed during Phase II engineering for this project. Our proposed scope of services will include the following:

Design Engineering:

- Project Management, Coordination and Meetings
 - Project Comment Review Meetings (3 Meetings – 1 at Preliminary Plans, 1 at Prefinal Plans and 1 at Initial Final Plans)
 - Project Management
 - Project Coordination
 - Project Scheduling
- Plats, Legal Descriptions and Property Acquisition – **It is estimated that three (3) parcels will require Right-of-Way, Permanent Easements (ComEd ROW) and Temporary Easements. Some parcels will have both Right-of-Way and Temporary Easements.**
 - Calculations
 - Boundary Field Survey
 - Plat of Highways for 3 parcels
 - Legal Descriptions for 3 parcels
 - QC/QA
 - Staking Row
 - Title Commitments, Documents and Later Dates for 3 parcels (Mathewson Right-of Way Company)
 - Property Appraisals for 3 parcels (Mathewson Right-of Way Company)
 - Appraisal Review for 3 parcels (Mathewson Right-of Way Company)
 - Negotiations for 3 parcels (Mathewson Right-of Way Company)
 - Closings and Certification for 3 parcels (Mathewson Right-of Way Company)
- Additional Topographic Survey and Data Collection
 - Additional topographic survey required at the first driveway east of Hansen Boulevard to ensure ADA compliance for the sidewalk and driveway slopes on the south side of Orchard Gateway Boulevard
 - Additional survey throughout the project in order to complete the Phase II design.
 - Field verification of survey
- PESA Validation, PSI and CCDD Coordination
 - Preliminary Environmental Site Assessment (PESA) Validation. (Huff and Huff)

Orchard Gateway Boulevard Roadway Improvements - Phase II
Village of North Aurora
Professional Services Agreement
Attachment B - Scope of Services

- Preliminary Site Investigation (PSI) (Huff and Huff)
 - CCDD Documentation – LPC 662/663. (Huff and Huff)
 - Coordination of PESA Validation, PSI and CCDD tasks. (EEI)
- Utility, KDOT and IDOT Coordination
 - Perform design J.U.L.I.E. in order to obtain the most up-to-date atlases from the utilities that have facilities within the project limits.
 - IDOT Phase II Kickoff Meeting
 - IDOT Coordination throughout Project Design
 - Obtain, review and inventory existing utility information to identify potential conflicts.
 - KDOT coordination regarding traffic signal interconnect for the intersections along Orchard Gateway Boulevard at Orchard Road, Hansen Boulevard and Towne Center Drive
 - KDOT coordination regarding project design
 - Coordination with all utilities as necessary
 - Submit Pre-Final, Initial Final and Final Plans to all utilities and IDOT.
- Kane County Stormwater Permit
 - Completing all applications required for the Kane County Stormwater Permit
 - Providing any exhibits required for Kane County Stormwater Permit
- Prefinal Plans, Specifications and Cost Estimates (90% Complete)
 - Coordinate documentation for CCDD Management of soils. (Huff and Huff)
 - Develop Prefinal Plans including the following:
 - Title Sheet
 - General Notes
 - Summary of Quantities
 - Schedule of Earthwork Quantities
 - Existing and Proposed Typical Sections
 - Alignment, Ties and Benchmarks
 - Plan and Profile (1"=20')
 - ADA Details
 - Traffic Control Typical Sections
 - Suggested Construction Staging Plans
 - Erosion and Sediment Control Plans (1"=20')
 - Drainage and Utilities Plan and Profiles (1"=20')
 - Intersection Paving Plans (1"=10')
 - Pavement Marking, Signing & Landscaping Plan (1"=20')
 - Traffic Signal Plans
 - Cable Plans, Sequence of Operations and Schedule of Quantities for Traffic Signals
 - Traffic Signal Interconnect Plans and Interconnect Schematics
 - Traffic Signal Details
 - Project Details
 - Village Details
 - IDOT District One and IDOT Details
 - Cross Sections (@ 50 ft stations, 1"=10' horizontal, 1"=5' vertical)
 - Prepare bid package, and ancillary documents, including:
 - BLR12200 – Local Public Agency Formal Contract Proposal
 - BLR12200 A – Schedule of Prices
 - BLR12230 - Bid Bond Form

Orchard Gateway Boulevard Roadway Improvements - Phase II
Village of North Aurora
Professional Services Agreement
Attachment B - Scope of Services

- BC57 - Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR11310 – Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Prevailing Wage
 - Special Provisions in IDOT format
 - Project Special Provisions
 - Local Roads Special Provisions
 - District One Special Provisions
 - Village Provisions & Details
 - Status of Utilities
 - Calculate Quantities and prepare prefinal Cost Estimate
 - Quantities to be organized by funding source (if necessary)
 - BDE 213 – Estimate of Cost
 - Prepare BDE220A – Estimate of Time Required
 - Perform QC/QA review of prefinal plans, specifications, documents and cost estimate
 - Submit prefinal plans to the utility companies
 - Submit prefinal plans, estimate of cost, estimate of time and special provisions to the Village and IDOT for review.
 - Coordinate with the Village Staff on the final scope of improvements
- Initial Final Plans, Specifications and Cost Estimates
 - Prepare and provide disposition of prefinal plan comments to the Village and IDOT.
 - Update plans based on comments received from Village and IDOT on Prefinal Plans
 - Update summary of quantities, estimate of cost and estimate of time for initial final plan submittal.
 - Update special provisions for initial final plan submittal.
 - Perform QC/QA review of initial final plans, documents and cost estimate.
 - Submit initial final plans, estimate of cost, estimate of time and special provisions to IDOT, Village and utility companies for review.
 - Final Plans, Specifications and Cost Estimates
 - Prepare and provide disposition of initial final plan comments to the Village and IDOT.
 - Update plans based on comments received on initial final plans.
 - Update summary of quantities, estimate of cost and estimate of time for final submittal.
 - Update special provisions for final submittal.
 - Perform QC/QA review of final plans, documents and cost estimate.
 - Submit final plans, estimate of cost, estimate of time and special provisions to IDOT, Village and utility companies.
 - After approval of the plans and specifications by the Village and IDOT, EEI shall provide IDOT with an electronic submittal for the contract letting as per IDOT requirements.
 - Bidding Support and Shop Drawing Review
 - Review shop drawings for traffic signal components.
 - Answer contractor questions during bidding.

Orchard Gateway Boulevard Roadway Improvements - Phase II
Village of North Aurora
Professional Services Agreement
Attachment B - Scope of Services

Items not included in the scope:

- Redesign of existing traffic signal systems and replacement of existing traffic signal equipment at the intersections of Orchard Gateway Boulevard and Orchard Road and Orchard Gateway Boulevard and Towne Center Drive. Interconnect will be provided between these intersections.
- Detour Plan
- Design services by a landscape architect. Only basic landscaping will be provided.
- Design of private signs
- Any special aesthetic features or treatments
- Construction (Phase III) Engineering
- Bidding, Letting and Contracting. This will be performed by IDOT.
- Topographic survey for driveways and roadways on the south side of Orchard Gateway Boulevard east of the first driveway east of Hansen Boulevard.
- ADA design of the sidewalk and ADA ramps at all of the driveways and roadways on the south side of Orchard Gateway Boulevard east of the first driveway east of Hansen Boulevard.

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

CLIENT		PROJECT NUMBER														
Village of North Aurora		NO2209														
PROJECT TITLE		DATE														
Orchard Gateway Boulevard Roadway Improvements-Phase II		10/24/22														
TASK NO.	TASK DESCRIPTION	ROLE	ENGINEERING				SURVEYING				CAD DRAFTING				ADMIN	
			PIC	SPM	SPE 2	PE	SPM	PM	SPT 2	SPT 2	SPT 2	SPT 2	SPT 2	ADM		
		RATE	\$228	\$216	\$183	\$154	\$216	\$194	\$159	\$149	\$70					
DESIGN ENGINEERING																
2.1	Project Management, Coordination and Meetings		2	80	16						4	2		104	\$	21,400
2.2	Plats, Legal Descriptions and Property Acquisition							3	40	16				59	\$	10,952
2.3	Additional Topographic Survey and Data Collection			2	2	2		18		10				34	\$	6,584
2.4	PESA Validation, PSI and CCDD Coordination			16	8	8		8			4	8		44	\$	7,980
2.5	Utility, KDOT and IDOT Coordination			4	8	8						2		22	\$	3,700
2.6	Kane County Stormwater Permit			4	8	16					4	8	2	42	\$	6,760
2.7	Prefinal Plans, Specifications and Estimates		2	40	118	212					20	112		504	\$	83,206
2.8	Initial Final Plans, Specifications and Estimates		2	24	60	120					16	76		298	\$	48,968
2.9	Final Plans, Specifications and Estimates			8	16	32						8	2	66	\$	10,916
2.10	Bidding Support and Shop Drawing Review			2	16	8							2	28	\$	4,732
Task Subtotal:			6	180	252	406		21	40	26	44	216	10	1,201	\$	205,198
PROJECT TOTAL:			6	180	252	406		21	40	26	44	216	10	1,201	\$	205,198

DIRECT EXPENSES	
Printing/Scanning =	\$ 500
Huff & Huff (CCDD & PSI) =	\$ 26,393
Mathewson (ROW Acquis.) =	\$ 63,800
DIRECT EXPENSES =	\$ 90,693

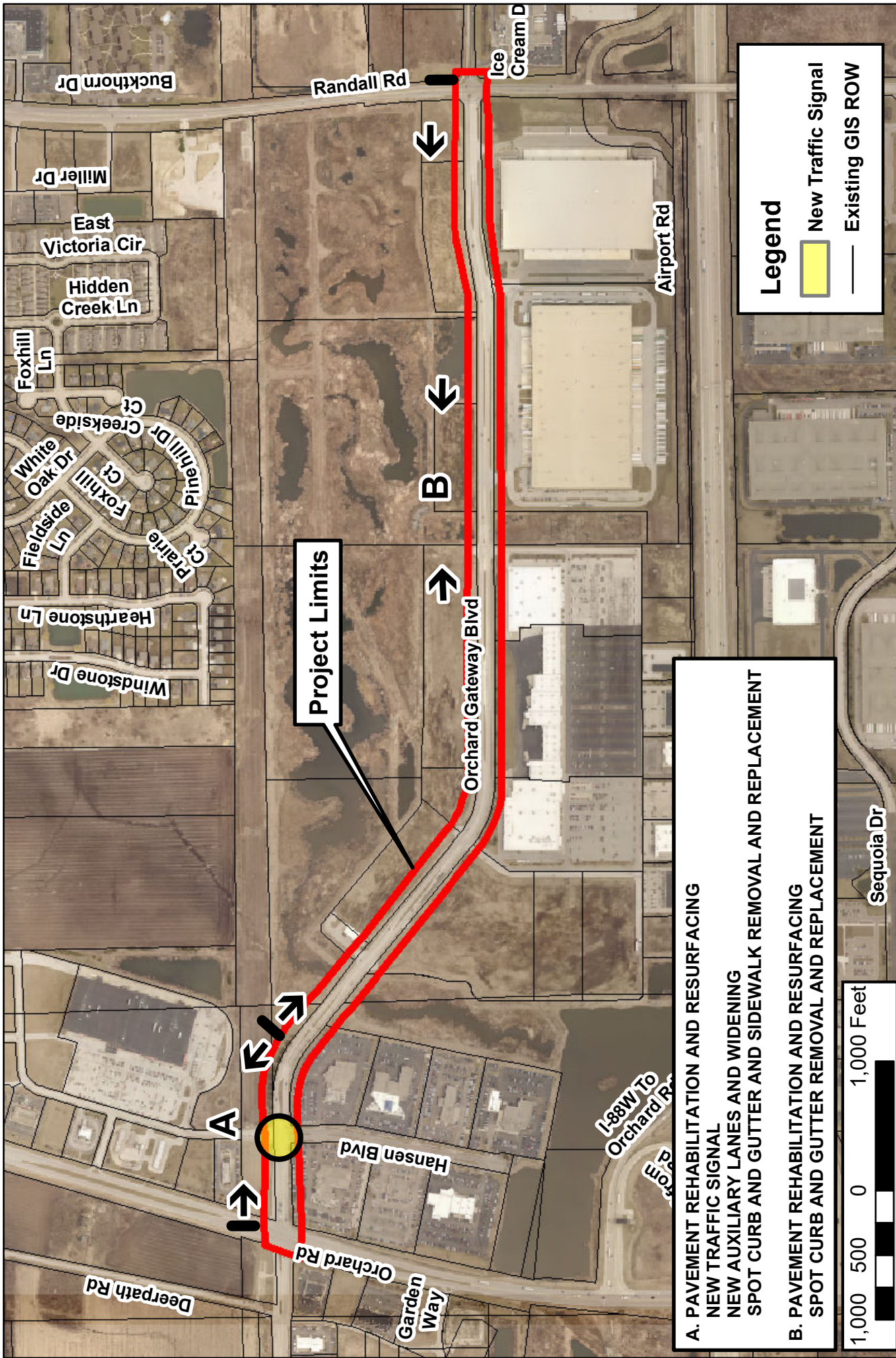
LABOR SUMMARY	
EEI Engin. Expenses =	\$ 148,888
EEI Survey Expenses =	\$ 16,430
EEI CAD Expenses =	\$ 39,180
EEI Admin. Expenses =	\$ 700
TOTAL LABOR EXPENSES =	\$ 205,198

TOTAL COSTS	\$ 295,891
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ATTACHMENT D: ESTIMATED PROJECT SCHEDULE

CLIENT		PROJECT NUMBER																			
Village of North Aurora		NO2209																			
PROJECT TITLE		PREPARED BY																			
Orchard Gateway Boulevard Roadway Improvements-Phase II		JWC																			
TASK NO.	TASK DESCRIPTION	2022			2023			2024													
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
DESIGN ENGINEERING																					
2.1	Project Management, Coordination and Meetings																				
2.2	Plats, Legal Descriptions and Property Acquisition																				
2.3	Additional Topographic Survey and Data Collection																				
2.4	PESA Validation, PSI and CCDD Coordination																				
2.5	Utility, KDOT and IDOT Coordination																				
2.6	Kane County Stormwater Permit																				
2.7	Prefinal Plans, Specifications and Estimates																				
2.8	Initial Final Plans, Specifications and Estimates																				
2.9	Final Plans, Specifications and Estimates																				
2.10	Bidding Support and Shop Drawing Review																				



Project Limits

- A. PAVEMENT REHABILITATION AND RESURFACING**
NEW TRAFFIC SIGNAL
NEW AUXILIARY LANES AND WIDENING
SPOT CURB AND GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT
- B. PAVEMENT REHABILITATION AND RESURFACING**
SPOT CURB AND GUTTER REMOVAL AND REPLACEMENT



Legend

New Traffic Signal

Existing GIS ROW

Engineering Enterprises, Inc.

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

Village of North Aurora

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

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

DATE:	November 2020
PROJECT NO.:	NO1902
BY:	MJT
PATH:	H:\GIS\PUBLIC\NORTH AURORA\
FILE:	NO1902_Orchard Gateway Blvd.MXD

**ORCHARD GATEWAY BOULEVARD
ROADWAY IMPROVEMENTS
ATTACHMENT E
PROJECT LOCATION MAP**



Standard Schedule of Charges

January 1, 2022

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

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



A Subsidiary of GZA

September 20, 2022

via email: JCwynar@eeiweb.com

Mr. Joseph W. Cwynar, P.E.
Senior Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

**Re: Phase II Environmental Services – Special Waste (PSI/CCDD)
Orchard Gate Boulevard Improvements – Village of North Aurora, Kane County, Illinois
Proposal No.: 81.P013097.23**

Dear Mr. Cwynar:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Engineering Enterprises, Inc. (Client) for Phase II engineering services for the proposed improvements along Orchard Gate Boulevard in the Village of North Aurora, IL (Village). Specifically, Client has requested environmental services to assist with completion of the proposed roadway improvement project including a Preliminary Site Investigation (PSI), including documentation for consideration of acceptance of eligible materials at a clean construction or demolition debris (CCDD) facility. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. INTRODUCTION

We understand the Village applied for STP-L Federal Funding for this project (through KKCOM) and was selected to the recommended program list for the Roadways and Intersections category for FY2024. The Village of North Aurora is planning roadway improvements to Orchard Gateway Boulevard between Orchard Road and North Randall Road including Area A with the addition of a traffic signal at the intersection of Orchard Gateway Boulevard and Hansen Boulevard; widening Orchard Gateway to add auxiliary lanes for the intersection of Orchard Gateway Boulevard and Hansen Boulevard; and Area B including performing a Local Agency Functional Overlay (LAFO resurfacing) for Orchard Gateway from Orchard Road to North Randall Road; and also completing spot curb and sidewalk removal and replacement throughout the corridor.

Phase I environmental studies included completion of a tree survey in area of proposed widening only and for entire corridor included wetland delineation (May 11, 2021) and reporting (July 20, 201) with no impacts identified, a Preliminary Environmental Site Assessment (PESA), with one site identified as having a recognized environmental condition (REC) and/or as a potentially impacted property (PIP).

It should be noted that historically IDOT has indicated PESAs require validation once 180 days have lapsed and a new PESA is required after 3 years have lapsed. However we understand they are currently validating PESAs every three (3) years, up to two (2) times, though it should be noted that is BDE and BLRS may still seek PESA Validations after 180 days have lapsed. Therefore, we have included a task for a PESA validation in case it becomes necessary to complete this task.

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



2. SCOPE OF SERVICES

Task 1 – Preliminary Site Investigation (PSI) /CCDD

It is anticipated that up to two (2) days of field effort will be required with up to five (5) soil borings within Area A with depths of five (5) to ten (10) feet depending on improvements to be performed with a drilling subcontractor and traffic control services (1 day) and up to twelve (12) hand auger soil borings within Area B to depths of two (2) feet deep, for a total of up to seventeen (17) total borings. The borings will be advanced and soil samples collected for laboratory analysis to address sites identified as RECs/PIPs and for full project coverage of non-REC/PIP for soil disposal considerations, specifically at locations identified for proposed excavation. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance. Consultant will finalize depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently it is estimated that borings will be advanced to depths ranging approximately 4 to 10 feet below ground surface. Samples will be collected in 2 to 5-foot intervals for field screening and select samples prepared for laboratory analysis as discussed below.

A. Soil Borings and Soil Sampling

It is anticipated that two (2) days of field effort will be required with up to seventeen (17) borings completed along the Project Corridor. The borings will be advanced and soil samples collected for laboratory analysis to address the PIPs/RECs for soil disposal considerations, specifically at locations identified for proposed excavations with up to one (1) sample per boring submitted for laboratory analysis.

B. Analytical

A total of seventeen (17) soil boring locations are proposed and we anticipate collecting one (1) sample for laboratory analysis from each boring. Up to twelve (12) of the soil samples will be analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

The remaining five (5) soil borings are expected to only have soil pH analyzed.

C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.



D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, GZA will prepare the LPC-663 document that will be signed/stamped by the GZA. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 2 – PESA Validation (if necessary)

The previously completed PESA, dated July 30, 2021, will be updated within six months of the anticipated letting date to assess the current site conditions, as/if necessary. We encourage Client to contact their IDOT project manager associated with the project to ensure we complete this task if necessary.

The PESA Update will include a new database search and include a site visit to assess current conditions. For identifying new PIPs or confirming previously identified PIPs, the PESA Update process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

The site's historical land use/ownership record will be developed from review of the previously completed PESA.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area (local, non-IDOT jurisdiction) will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, Consultant will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One letter report summarizing the results of the evaluation will be prepared. The summary will reference the previous PESA and identify PIPs. Figures identifying the revised project area and will be included in the letter report.



Task 3 – Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks.

Task 4 – QA/QC

Time under this task includes QA/QC time for the reports as described above.

2. LEVEL OF EFFORT AND SCHEDULE

The PSI/CCDD scope will require approximately 8 weeks to complete and will commence within 2 days of the notice to proceed from the Client.

3. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.

Associate Principal

Attachments: Terms and Conditions



This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

**TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES
Including Site Investigation, Remediation,
Geotechnical, Construction, And Testing**

© 2022 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
 - d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

3. Payment.



- a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry; Site Restoration. You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
- (ii) that are not correctly marked by the appropriate utility.

7. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE**



PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

9. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. Changed Conditions.

a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.

c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided



GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

19. Disputes.

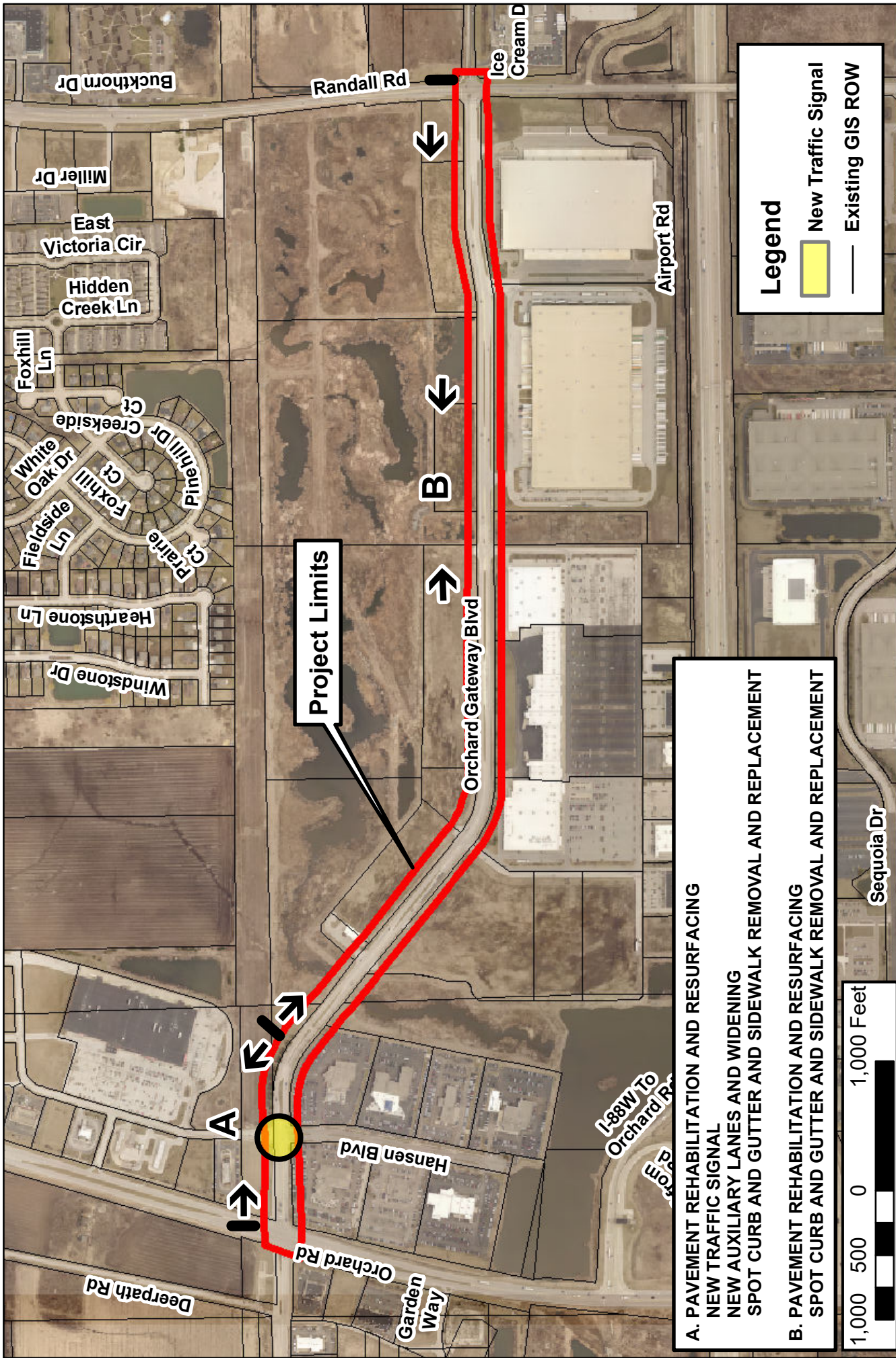
- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.



d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



Project Limits

- A. PAVEMENT REHABILITATION AND RESURFACING**
NEW TRAFFIC SIGNAL
NEW AUXILIARY LANES AND WIDENING
SPOT CURB AND GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT
- B. PAVEMENT REHABILITATION AND RESURFACING**
SPOT CURB AND GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT



Legend

New Traffic Signal

Existing GIS ROW

Engineering Enterprises, Inc.

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

Village of North Aurora

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

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

DATE:	November 2020
PROJECT NO.:	NO1902
BY:	MJT
PATH:	H:\GIS\PUBLIC\NORTH AURORA\
FILE:	NO1902_Orchard Gateway Blvd.MXD

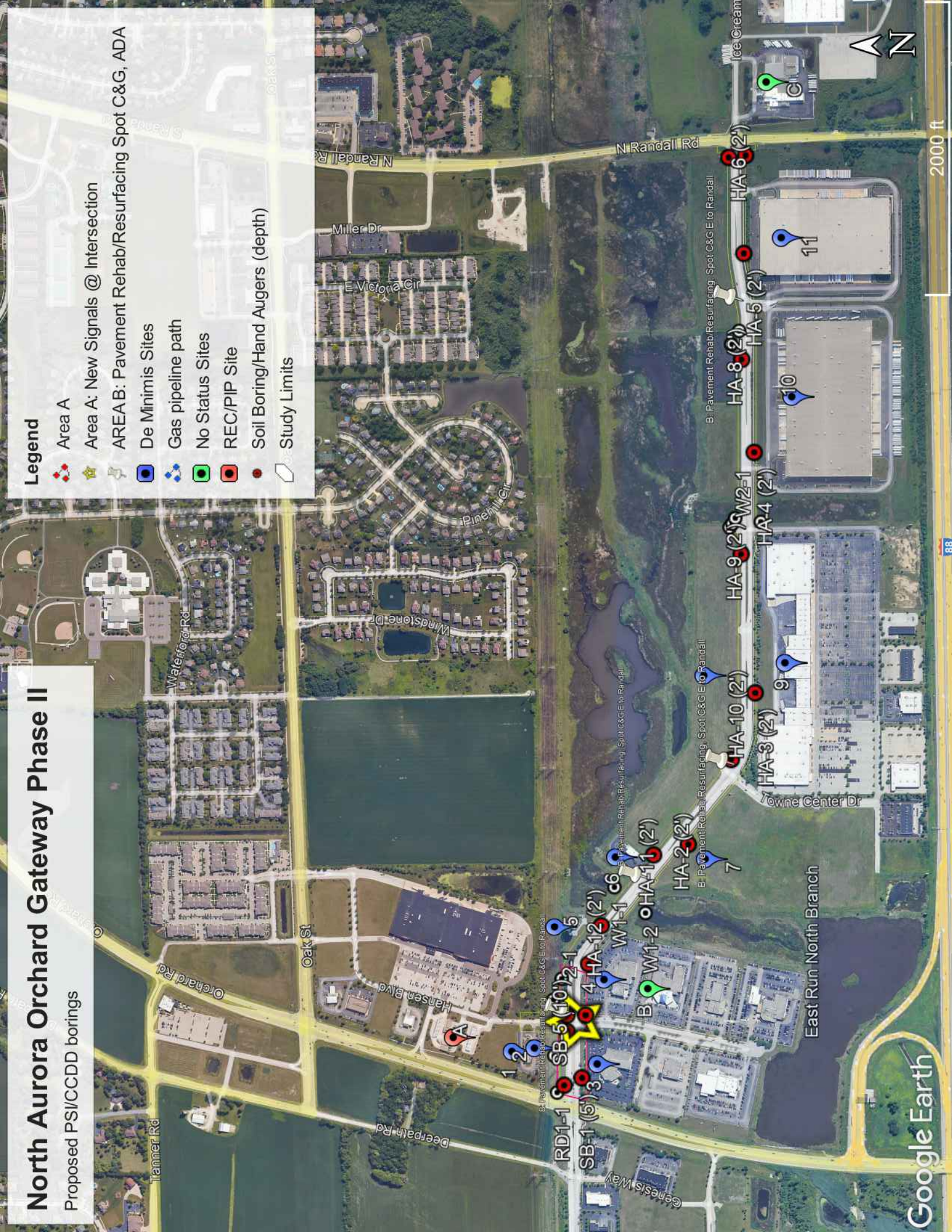
**ORCHARD GATEWAY BOULEVARD
ROADWAY IMPROVEMENTS
ATTACHMENT D
PROJECT LOCATION MAP**

North Aurora Orchard Gateway Phase II

Proposed PSI/CCDD borings

Legend

- Area A
- Area A: New Signals @ Intersection
- AREAB: Pavement Rehab/Resurfacing Spot C&G, ADA
- De Minimis Sites
- Gas pipeline path
- No Status Sites
- REC/PIP Site
- Soil Boring/Hand Augers (depth)
- Study Limits





Local Public Agency	County	Section Number
Village of North Aurora	Kane	21-00057-00-CH
Prime Consultant (Firm) Name	Prepared By	Date
Engineering enterprises, Inc.	JJR	9/19/2022
Consultant / Subconsultant Name	Job Number	
Huff & Huff, Inc. / GZA, Inc.		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	12 MONTHS	OVERHEAD RATE	182.42%
START DATE	10/1/2022	COMPLEXITY FACTOR	0
RAISE DATE	3/1/2023	% OF RAISE	2.00%

END DATE	9/30/2023
----------	-----------

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2022	3/1/2023	5	41.67%
1	3/2/2023	10/1/2023	7	59.50%

The total escalation = 1.17%

Local Public Agency	County	Section Number
Village of North Aurora	Kane	21-00057-00-CH
Consultant / Subconsultant Name		Job Number
Huff & Huff, Inc. / GZA, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.17%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Associate Principal III	\$76.69	\$77.58
Associate Principal II	\$69.75	\$70.56
Associate Principal I	\$63.91	\$64.66
Seniort Consultant II	\$77.36	\$78.00
Senior Consultant I	\$43.81	\$44.32
Senior Project Manager III	\$66.11	\$66.88
Senior Project Manager II	\$53.81	\$54.44
Senior Project Manager I	\$50.82	\$51.41
Senior Landscape Architect	\$57.23	\$57.90
Senior Planning PM	\$53.97	\$54.60
Senior Technical Specialist I	\$50.61	\$51.20
Senior Scientist PM II	\$53.71	\$54.34
Senior Technical Scientist	\$51.13	\$51.73
Scientist PM II	\$48.38	\$48.94
Scientist PM I	\$42.00	\$42.49
Assistant PM Scientist	\$35.09	\$35.50
Environmental Engineer PM I	\$46.21	\$46.75
Geotechnical Engineer PM I	\$43.14	\$43.64
Architect PM	\$48.56	\$49.13
Assistant PM Engineert I	\$42.02	\$42.51
Engineer II	\$29.21	\$29.55
Engineer I	\$32.16	\$32.54
Scientist E1	\$29.75	\$30.10
Technical Graphics Technician	\$25.15	\$25.44
Administrative Manager	\$46.64	\$47.18
Senior Administrative Assistant	\$32.81	\$33.19
Lead Word Processor	\$40.46	\$40.93

Local Public Agency	County	Section Number
Village of North Aurora	Kane	21-00057-00-CH
Consultant / Subconsultant Name		Job Number
Huff & Huff, Inc. / GZA, Inc.		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

Village of North Aurora

County

Kane

Section Number

21-00057-00-CH

Consultant / Subconsultant Name

Huff & Huff, Inc. / GZA, Inc.

Job Number**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	240	\$0.63	\$150.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	8	\$3.40	\$27.20
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$2,000.00	\$2,000.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	1	\$2,750.00	\$2,750.00
Lab Services	Actual Cost (Provide breakdown of each cost)	12	\$623.33	\$7,479.96
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Database Package	Actual Cost	1	\$150.00	\$150.00
Field Kit Expendible Materials	Daily Rate	2	\$30.00	\$60.00
PID	Daily Rate	2	\$100.00	\$200.00
GPS to locate borings	Daily Rate	1	\$100.00	\$100.00
TOTAL DIRECT COSTS:				\$12,917.16

Local Public Agency

Village of North Aurora

County

Kane

Section Number

21-00057-00-CH

Consultant / Subconsultant Name

Huff & Huff, Inc. / GZA, Inc.

Job Number**COST ESTIMATE WORKSHEET****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****OVERHEAD RATE** 182.42%**COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PSI / CCDD	67.5	2,336	4,261	\$12,917.16	771		20,285	84.54%
Task 2: PESA Validation (if necessary)	19	646	1,179		213		2,038	8.49%
Task 3: Project Administration	4	202	368		67		637	2.65%
Task 4: QAQC	4.5	328	598		108		1,034	4.31%
Subconsultant DL					0		-	
TOTALS	95	3,512	6,406	12,917	1,159	-	23,994	100.00%

9,918

HUFF & HUFF, INC.

SUMMARY OF DIRECT COSTS

Project: EEI - Orchard Gateway Ph II - N. Aurora

							<u>DIRECT</u>
Task 1 - PSI/CCDD							
Trips	60 miles	x	3	x	\$ 0.625	= \$	112.50
Tolls			6	x	\$ 3.40	= \$	20.40
Field Kit	1 day	x	2	x	\$ 30.00	= \$	60.00
PID	1 day	x	2	x	\$ 100.00	= \$	200.00
GPS	1 day	x	1	x	\$ 100.00	= \$	100.00
VOC	1 ea	x	12	x	\$ 90.00	= \$	1,080.00
SVOCs	1 ea	x	12	x	\$ 155.00	= \$	1,860.00
Total Metals	1 ea	x	12	x	\$ 125.00	= \$	1,500.00
TCLP Metals	1 ea	x	12	x	\$ 125.00	= \$	1,500.00
SPLP Metals	1 ea	x	12	x	\$ 120.00	= \$	1,440.00
pH	1 ea	x	5	x	\$ 20.00	= \$	100.00
<u>total cost per sample</u>					\$ 623.33	= \$	-
Task Total						\$	7,972.90
Task 2 - PESA Validation (if necessary)							
Trips	60 miles	x	1	x	\$ 0.625	= \$	37.50
Tolls			2	x	\$ 3.40	= \$	6.80
Database Package			1	x	\$ 150.00	= \$	150.00
Task Total						\$	194.30
Task 3 - Project Administration							
					0	x \$ -	= \$ -
Task Total						\$	-
Task 4 - QAQC							
					0	x \$ -	= \$ -
Task Total						\$	-
GRAND TOTAL							\$ 8,167.20

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
Project: EEI - Orchard Gateway Ph II - N. Aurora

OUTSIDE

Task 1 - PSI/CCDD

Driller (day)	1	x	\$ 2,750.00	=	\$ 2,750.00
Traffic Control (day)	1	x	\$ 2,000.00	=	\$ 2,000.00
	0	x	\$ -	=	\$ -
			Task Total		\$ 4,750.00

Task 2 - PESA Validation (if necessary)

	0	x	\$ -	=	\$ -
			Task Total		\$ -

Task 3 - Project Administration

	0	x	\$ -	=	\$ -
			Task Total		\$ -

Task 4 - QAQC

	0	x	\$ -	=	\$ -
			Task Total		\$ -

GRAND TOTAL	\$ 4,750.00
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**AGREEMENT FOR
LAND ACQUISITION CONSULTING SERVICES**

**Engineering Enterprises, Inc.
Orchard Gateway Boulevard Roadway Improvements**

AGREEMENT between Mathewson Land Services, Inc. (MLS) whose address is 2024 Hickory Road, Suite 300, Homewood, Illinois 60430 and Engineering Enterprises, Inc. (EEI), whose address is 52 Wheeler Road, Sugar Grove, Illinois 60554.

MLS shall provide to EEI, on behalf of the Village of North Aurora (VILLAGE), consulting services for the acquisition of right of way for the Orchard Gateway Boulevard Roadway Improvements Project (PROJECT).

The PROJECT shall consist of the acquisition of approximately 3 parcels.

MLS shall perform the following services:

1. Project Management
2. Title Commitments, Documents, Later Dates
3. Appraisal
4. Appraisal Review
5. Specialty Report
6. Negotiations
7. Closings
8. Certification

All of the above are described as specified in Exhibit A: Scope of Services attached hereto.

EEI shall compensate MLS for the services provided under this AGREEMENT as provided in Exhibit B: Compensation attached hereto. The total amount of compensation authorized by this agreement is not to exceed \$58,000.00.

Exhibit C: Terms and Conditions is attached hereto and made a part hereof.

Submitted this 21st day of October, 2022.

Accepted this ____ day of _____, 2022.

Mathewson Land Services, Inc.

Engineering Enterprises, Inc.

By: 

By: _____

Mark D. Mathewson
President

EXHIBIT A: SCOPE OF SERVICES

MLS agrees to perform, at the direction of EEI, the following services:

1. Project Management
2. Title Commitments, Documents, Later Dates
3. Appraisal
4. Appraisal Review
5. Specialty Report
6. Negotiations
7. Closings
8. Certification

All services called for in this AGREEMENT will be conducted by an individual or individuals whose qualifications have been approved by the Illinois Department of Transportation, when applicable.

All services within the scope of this AGREEMENT shall be performed, where applicable, in accordance with the IDOT Land Acquisition Policies and Procedures Manual, hereinafter referred to as the LAPPM.

PROJECT MANAGEMENT

MLS shall establish a Project Manager who will be knowledgeable and responsible for all services performed under this AGREEMENT. The main duties of the Project Manager may include:

- Be the liaison between the VILLAGE, EEI and MLS and coordinate all daily project activities of MLS.
- Understand the scope of work for each work order and the associated deadlines/timeframes the VILLAGE needs to meet.
- Assist VILLAGE and EEI in value engineering by anticipating right of way acquisition costs and issues.
- Assign work to appropriate staff.
- Coordinate all deliverables, keep project on schedule and maintain the channels of communication between the VILLAGE, EEI and MLS.
- Provide the appropriate staff and SUBCONSULTANTS that have knowledge of and will follow Illinois Department of Transportation's LAPPM.
- Submit accurate invoices that have documentation to support the invoiced amount.
- Ensure SUBCONTRACTORS' prompt and efficient performance.
- Provide QA/QC oversight.
- Provide coordination with the VILLAGE, EEI and IDOT to obtain project right of way, herein referred to as ROW, certification when necessary.

APPRAISALS

Determinations of fair market value performed by the Appraiser shall be in accordance with the LAPPM.

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

Valuations shall be prepared as outlined in the LAPPM. The format to be used shall be one of the following types as described in the LAPPM:

- Non-Complex Appraisal Report
- Complex Appraisal Report

The Appraiser is to determine which type of appraisal format should be used for each parcel and obtain the VILLAGE's concurrence. MLS shall provide a copy of an appraisal of each parcel together with Improvement Disposition Values form to be submitted to the VILLAGE for approval.

Property needed shall be acquired by fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by EEI.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the ROW plat or due to new information provided by the VILLAGE or EEI. These updates or revisions will be assigned to the Appraiser in a separate work order as the need arises. An Appraiser's revision of the appraisal due to the Review Appraiser's comments or corrections does not constitute an update or revision that would necessitate a separate work order.

On parcels that require the acquisition of a residence, it may be necessary for the Appraiser to perform an additional analysis to determine an allocated value for the residence and home site as separate from the whole parcel to be acquired. This would be needed for relocation purposes and is not to be included in the appraisal report. The cost for the additional appraisal analysis will be established in the work order for that appraisal.

The Appraiser shall prepare a comparable sales brochure in accordance with the LAPPM for each project and as directed by the VILLAGE.

The Appraiser shall prepare grids that compare comparable sales to the subject parcel, where appropriate.

The Appraiser shall include land and improvement allocations in the comparable sales data section of all appraisals.

The Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal report, shall be deemed complete when an acceptable appraisal report is submitted by MLS and approved by the VILLAGE.

Appearances in court and/or pretrial conferences, which include depositions and preparation time for depositions and court, may be required for the appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.

Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

Appraiser may be asked to provide a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of appraisal work.

REVIEW APPRAISALS

All appraisals must be reviewed and certified by a Review Appraiser. Appraisal reviews performed by the Review Appraiser must be in accordance with the LAPPM. It is the Review Appraiser's responsibility to ensure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review.

The Review Appraiser must complete an Appraisal Review Certification for all appraisal reviews.

It may be necessary for a completed appraisal review to be updated due to a change in the ROW plat or due to new information provided by the VILLAGE. These updates or revisions will be assigned to MLS in a separate work order as the need arises. A Review Appraiser's second or other subsequent review of an appraisal, rewritten by the appraiser due to the Review Appraiser's comments or corrections, does not constitute an update or revision to the appraisal review that would necessitate a separate work order.

The Appraisal Review for the Non-Complex Appraisal Report and Complex Appraisal Report, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review is submitted by MLS and approved by the VILLAGE.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.

The Review Appraiser may be asked to perform a Cost Analysis for budgetary purposes.

The Review Appraiser may be asked to review a Comparable Sales Book as an on-going assignment independent of individual appraisals.

MLS staff may assist in the preparation of review appraisal work.

SPECIALTY REPORTS

Specialty Reports performed by MLS must be in accordance with the LAPP. It is MLS's responsibility to ensure that all items affecting the value of the property have been considered in the Specialty Report.

MLS shall make sufficient inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions to support the specialty report.

Work is to be performed by a licensed Engineer, Architect, or appropriately licensed person in that specific field or MLS must certify that a bona fide employee working solely for MLS assisted in preparations of the report. If MLS is not qualified to perform assigned tasks, MLS may then employ the services of a qualified SUBCONTRACTOR.

The Specialty Report, and an updated or revised specialty report, shall be deemed complete when an acceptable Specialty Report is submitted by MLS and approved by the VILLAGE.

Each Specialty Report shall be paid for as specified in Exhibit B.

It may be necessary for a completed specialty report to be updated or revised due to a change in the ROW Plat. Each updated or revised specialty report shall be paid for as specified in Exhibit B.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the specialty report services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.

NEGOTIATIONS

The Negotiator is responsible for all land acquisition negotiations conducted under this AGREEMENT. Negotiations shall be in accordance with the LAPP. The negotiator shall:

- Be the VILLAGE's representative to the property owner.
- Work with the Project Manager to receive and understand the scope of work for each work order and the associated deadlines/time frames involved.
- Establish schedules for each activity and report the progress to the Project Manager to assure a quality product.
- Assure that the deadlines assigned are met.
- Maintain channels of communication.
- Provide a quality product.

Before the initiation of negotiations for each parcel, the VILLAGE must approve the amount of just compensation. The Negotiator shall fully document on an ongoing basis all efforts made to acquire the parcel in the Negotiator's Report. Said report shall be available to the VILLAGE as reasonably requested.

The Negotiator may recommend administrative settlements as outlined in the LAPP. Administrative settlements will be determined by the VILLAGE on an individual parcel basis.

In the event MLS, after having made every reasonable effort to negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, MLS shall prepare and submit a written report summarizing the progress of negotiations to date together with a copy of MLS's Negotiator's Report completed to date with the names and addresses of all interested parties. MLS's written report shall also include its recommendation for further procedure towards acquiring the parcel. The VILLAGE may elect to prepare and forward a Final Offer letter (with copy to MLS) to the owner of the parcel and thereafter refer the matter to the Village Attorney's Office to proceed with preparation of a condemnation petition. In any case, the VILLAGE reserves the right to require MLS to make additional negotiation contacts with the parcel owner up until the actual date of filing a petition to condemn the parcel.

The negotiation for a parcel will be deemed complete when all required documents necessary to obtain title approval are submitted and approved by the VILLAGE. If a negotiated settlement cannot be reached, the negotiation for a parcel will be deemed complete when the documentation for eminent domain action is submitted and approved by the VILLAGE, and the complaint is filed.

If requested to do so, MLS shall provide title review and an attorney's approval letter provided by Mathewson & Mathewson, P.C. for no additional cost.

Each Updated Negotiation or Revised Negotiation shall be paid for at the per parcel fee as specified in Exhibit B. An updated negotiation or revised negotiation is defined as additional negotiation work requested by the VILLAGE due to new parcel information supplied by the VILLAGE to MLS after first contact with the property owner. New parcel information could include, but is not limited to, significant changes in the area of the acquisition; updated (and modified) appraisal amounts that require revised negotiation documents; updated (and modified) title information that requires negotiations with additional property owner(s). Any additional work required to obtain title approval does not constitute an update or revision that would necessitate a separate work order.

Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, MLS shall coordinate the offering of relocation assistance any payments to each displaced owner-occupant simultaneously with initiation of negotiations and to each displaced tenant-occupant within seven (7) days following initiation of negotiations for the parcel.

Appearances in court and/or pretrial conferences, which include depositions, may be required for the negotiation services requested herein. The time spent at such appearance or appearances shall be made upon request of the VILLAGE or its trial counsel and shall be paid for as specified in Exhibit B.

CLOSINGS

MLS shall attend or otherwise supervise the actual closing of each acquired parcel. It is anticipated that most closings will not require an escrow transaction but it is understood that certain acquisitions are best facilitated through an escrow closing.

EXHIBIT B: COMPENSATION

The services to be provided by MLS under this agreement shall be assigned and compensated as provided in the table below.

<u>Task</u>	<u>Fee</u>	<u>Parcels</u>	<u>Total</u>
Project Management	\$1,000.00	3	\$3,000.00
Title Commitments, Documents, Later Dates	\$750.00	3	\$2,250.00
Appraisal	\$4,500.00	3	\$13,500.00
Appraisal Review	\$2,250.00	3	\$6,750.00
Specialty Report	\$3,500.00	3	\$10,500.00
Negotiations	\$5,000.00	2	\$10,000.00
Negotiations (ComEd Parcel)	\$7,500.00	1	\$7,500.00
Closings	\$1,000.00	3	\$3,000.00
Certification	\$500.00	3	\$1,500.00
Total:	\$26,000.00		\$58,000.00

The sum total of all services provided for in this AGREEMENT shall not exceed **\$58,000.00**.

TE only parcels will be \$1,500.00 less per parcel.

The not to exceed number above shall not include any of the following direct expenses related to the project. These expenses shall include, but not be limited to, title insurance fees, recording fees, partial release fees, land trustee fees, and escrow fees. EEI shall reimburse MLS for the actual cost of the direct expenses.

It is understood that appearances in court and pretrial conferences may be required in relation to the negotiation services called for herein and it is agreed that such appearance or appearances shall be made upon request of VILLAGE or its trial counsel.

In event of such services being requested, they will be provided as follows:

- (a) Rate each half day or fraction thereof for time spent in pretrial conference \$1,000.00.
- (b) Rate each half day or fraction thereof for time spent in court \$1,000.00.

The fees for services shall include all transportation, food, lodging, telephone, or any other operating expenses incurred by MLS in the performance thereof.

EXHIBIT C: TERMS AND CONDITIONS

1. Parcels

EEI shall provide MLS with relevant plats of highways, legal descriptions and construction plans for each parcel to be acquired. Each parcel shall consist of one or more basic parcels of land required as right of way for highway purposes to be acquired in fee simple title, and such other easements (temporary or permanent) for uses incidental to construction of the highway but which are not considered as part of the highway right of way, all of which are under the same ownership involving a complete contiguous parcel.

2. Termination

EEI may terminate this AGREEMENT at any time and for any cause by a notice in writing to MLS. In the event of such termination, payment will be made to MLS for any completed services. Services in the process of completion shall be compensated for on an equitable basis and all incomplete parcel data collected in connection with them shall be turned over and become the property of the VILLAGE; provided, however, this AGREEMENT be terminated solely because the progress or quality of work is unsatisfactory as determined by VILLAGE or EEI accepting this AGREEMENT, then no payment will be made or demanded by MLS for any services which have not been completed and delivered to EEI and VILLAGE prior to the date of said termination.

3. Project Materials

a. It is understood and agreed that the VILLAGE shall be considered the sole owner of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by MLS during the course of providing its services for the parcel and shall be maintained in a separate parcel file for the parcel assigned. MLS will provide a copy of the original file of the parcel during the course of the project to VILLAGE. MLS will provide a timely update of all documents that pertain to the parcel during the course of the project. Upon completion of the project the original file will be delivered to VILLAGE. Upon termination of this AGREEMENT for any cause or upon completion of the acquisition of the parcel or upon request of VILLAGE when acquisition is determined to be by Eminent Domain proceedings, MLS's parcel file shall be delivered to the VILLAGE. MLS's parcel files shall be available for inspection or review of its contents by VILLAGE, Illinois Department of Transportation or Federal Highway Administration personnel at any time.

b. Electronic copies shall be provided unless VILLAGE requests to the contrary.

4. Records Preservation

MLS shall maintain, for a minimum of five years after the completion of the AGREEMENT, adequate books, records, and supporting documents to verify the amount, recipients, and uses of all disbursements of funds passing in conjunction with the AGREEMENT; the

AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the VILLAGE Auditor; and the MLS agrees to cooperate fully with any audit conducted by the Auditor and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

5. Consultant Certifications and Representations

- a. MLS certifies that MLS has read the certifications and assurances described in this AGREEMENT and in the Standard Provisions, and certifies that Mark D. Mathewson's signature on the AGREEMENT constitutes an endorsement and execution of each certification and assurance as though each were individually signed, and made on behalf of the contracting entity and its officers and each individual authorized to do work for the VILLAGE under this AGREEMENT.
- b. MLS under penalties of perjury, certifies that 85-4092178 is its correct Federal Taxpayer Identification number. It is doing business as a Corporation.
- c. MLS certifies that it is not in default on an educational loan.
- d. MLS certifies that it is not barred from bidding on State of Illinois AGREEMENTs because of violations of State law regarding bid rigging or rotating. 720 ILCS 5/33E-3, 33E-4.
- e. MLS certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this AGREEMENT, or if a corporation, partnership, or other entity with 25 or more employees, have completed and signed a "DRUG-FREE WORKPLACE CERTIFICATION."
- f. MLS, under penalty or perjury under the laws of the United States, certifies that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:
 - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
 - iii. does not have a proposed debarment pending; and

- iv. has not been indicted, convicted, or the subject of a civil judgment by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- g. MLS certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has MLS made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of this company been so convicted nor made such an admission.
- h. MLS is hereby notified that the VILLAGE, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and Title 49, Code of Federal Regulations, Part 21, issued pursuant to such Act, will affirmatively insure that any AGREEMENT entered into pursuant to this AGREEMENT will be awarded without discrimination on the grounds of race, color, or national origin.
- i. MLS warrants and represents that it is fully qualified to provide the services hereunder provided for in this Agreement.

6. Disclosures

- a. MLS hereby certifies that if any conflict of interest arises, in any of the parcels subsequently assigned to it, it will immediately, within 5 business days of receipt, inform the VILLAGE accepting this AGREEMENT and return all material furnished to him for reassignment to others.
- b. It is understood and agreed that Appendices A and B shall be a part of this AGREEMENT and MLS agrees to be bound by the terms and provisions contained herein.
- c. MLS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability.

7. Indemnity

MLS will indemnify and hold harmless the VILLAGE from all claims and liability due to activities of himself, its agents, and its employees and will comply with all Federal, State, and local laws and ordinances.

8. Insurance

MLS shall obtain Commercial General Liability in a broad form, to include but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal

Injury, Professional Liability and contractual Liability; limits of liability not less than: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage Liability. Workers' Compensation Insurance will cover all employees that meet statutory limit in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits of \$100,000.00 for each incident.

VILLAGE shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of services and thereafter with the certificates evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. VILLAGE shall be named as additional insured on all liability policies, and MLS acknowledges that any insurance maintained by VILLAGE shall apply in excess of, and not contribute to, insurance provided by MLS. The contractual liability arising out of the AGREEMENT shall be acknowledged on the Certificate of Insurance by the insurance company.

VILLAGE shall be provided with thirty (30) day prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance.

9. Breach

Nothing herein shall be construed as prohibiting the parties to the AGREEMENT from pursuing any other remedies available to the parties for such breach or threatened breach, including recovery of damages from the parties. This provision shall survive any termination of this AGREEMENT.

10. Governing Law

Terms of this AGREEMENT will be governed by Illinois law.

11. Transferability

MLS agrees that this AGREEMENT or any part thereof will not be sublet or transferred without the written consent of the VILLAGE accepting this AGREEMENT.

12. Execution of AGREEMENT

In the event this AGREEMENT is executed, it shall constitute a contract as of the date it is approved by VILLAGE or its authorized representative and shall be binding on MLS, its executors, administrators, successors or assigns, as may be applicable.

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Mathewson Land Services, Inc.

Printed Name of Organization

Signature of Authorized Representative

Requisition/Contract/Grant
ID Number

Mark D. Mathewson, President

Printed Name and Title

October 21, 2022

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State or the Federal Highway Administration is appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - withholding of payments to the contractor under the contract until the contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed and remedies invoked as provided by Statute or regulation.

During the performance of this contract (Agreement), the contractor (Consultant) agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of Paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.1 O(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.1 O(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

By signing this Proposal, the **CONSULTANT** agrees to the provisions as written. Upon acceptance by the **LPA**, this Contract shall be governed by Illinois law.

For the **CONSULTANT**:

Mathewson Land Services, Inc.
2024 Hickory Road, Suite 300
Homewood, IL 60430

By:


Mark D. Mathewson, President

October 21, 2022

FEIN: 85-4092178

Telephone: (312) 676-2900

For the **LPA**:

Village of North Aurora /
Engineering Enterprises, Inc.

By:

LPA Representative

Date:
