



**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, MARCH 6, 2023 – 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**AGENDA**

Village Board meetings are being conducted live and in-person. 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/85752231760>

**Meeting ID:** 857 5223 1760

**Dial In:** +1 312 626 6799

Due to the Covid-19 pandemic, if necessary, Village Board members may attend the meeting remotely. This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

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

**ROLL CALL**

**AUDIENCE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 02/20/2023; Committee of the Whole Minutes dated 02/20/2023
2. Bills List Dated 03/06/2023 in the Amount of **\$176,042.75**

**NEW BUSINESS**

1. Approval of a Resolution Approving a Proposal from Lauterbach and Amen for Auditing Services
2. Approval of Resolution Approving A Memorandum Of Agreement Regarding Addition of Classification of Crew Leader Between the Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division
3. Approval of Ordinance Approving the 3rd Budget Amendment for Fiscal Year 2022-23
4. Approval to Purchase a Public Works Bucket Truck in an Amount Not to Exceed **\$95,000.00**

5. Approval of an Ordinance Amending the North Aurora Municipal Code Regarding Construction Permitting Fees
6. Approval of a Resolution From the Village Of North Aurora in Support of Tax Increment Financing Districts
7. Approval to Enter into Contract with Flock Group Inc. for the Purchase and Installation of Four Fixed Flock Safety Cameras and Two Portable Flock Safety Cameras in the Amount of **\$21,100.00**
8. Approval of a Resolution Regarding Drones as First Responders
9. Approval of a Resolution Adopting the 10 Shared Principles Established by the National Association for the Advancement of Colored People (NAACP) Illinois State Conference and Illinois Association Chiefs of Police (ILACP)

#### **VILLAGE PRESIDENT**

#### **TRUSTEE COMMENTS**

#### **ADMINISTRATOR'S REPORT**

#### **VILLAGE DEPARTMENT REPORTS**

#### **ADJOURN**

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
Monday, February 20, 2023**

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 Edward Boula, Public Works Director John Laskowski, Police Chief Joe DeLeo, Deputy Chief Joe Gorski.

**AUDIENCE COMMENTS** – None

**CONSENT AGENDA**

1. Village Board Minutes Dated 02/06/2023; Committee of the Whole Minutes Dated 02/06/2023
2. Bills List Dated 02/20/2023 in the Amount of \$893,857.34

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).**

**NEW BUSINESS**

1. **Approval of intergovernmental License agreement with the Fox Valley Park District for Independence Day Fireworks Celebration**

Administrator Bosco explained that this was for the approval of an IGA between the Village and the Fox Valley Park District for the use of their property to launch fireworks from during the July 3<sup>rd</sup> celebration at Riverfront Park.

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).**

2. **Approval of July 3<sup>rd</sup> Fireworks Contract with Pyrotecnico Fireworks in the Amount of \$30,750.00**

Administrator Bosco stated that this item was for the approval of the contract for the fireworks display to occur at the July 3<sup>rd</sup> celebration at Riverfront Park.

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

**3. Approval of Special Events Permit for Independence Day Celebration Fireworks at North Aurora Riverfront Park**

Administrator Bosco said that this item was for the approval of a Special Events Permit for the Independence Day Celebration that the Village issues itself for use of the Riverfront Park for the event.

Motion for approval made by Trustee Carroll and seconded by Trustee Guethle. **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).**

**4. Approval of Resolution Designating the North Aurora Independence Day Firework Celebration a Village Sponsored Event and Allowing the Consumption of Liquor in North Aurora Riverfront Park**

Administrator Bosco explained that the item was Resolution to designate the Independence Day event as a Village Sponsored event in order to allow the consumption of liquor (BYOB) within the park at the event. The event will occur on July 3<sup>rd</sup> beginning at 5pm.

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

**VILLAGE PRESIDENT** – None

**TRUSTEES COMMENTS** – None

**ADMINISTRATOR’S REPORT** – None

**ATTORNEY’S REPORT** – None

**VILLAGE DEPARTMENT REPORTS**

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – None

**ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
Monday, February 20, 2023**

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, Building Permit Technician Morgan Pinardi, Village Attorney Edward Boula, Public Works Director John Laskowski, Police Chief Joe DeLeo, Deputy Chief Joe Gorski.

**AUDIENCE COMMENTS** – None

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. Building Permit Fees**

Administrator Bosco explained that periodically, municipalities examine their permit fees to assess whether they are still within comparable ranges or if it makes sense to change the rates. He stated that Village staff had been assessing the building permit fees, conducting a comprehensive review, creating a more organized system. Staff feels that this new fee structure will be easier to understand and streamline the process of applying for a building permit.

Community & Economic Development Director Mike Toth presented the updated tiered fee structure to the Village Board. Building Permit Technician Morgan Pinardi was also on hand to address questions from the Board. Toth began by reminding the Board that the building permit fees had not been updated since 2007. With this evaluation, staff was looking to clarify what requires a building permit within the Village Code, making it easier for residents to research their projects. Staff was attempting to apply flat rate fees to the building permits to simplify them and create transparency. Many of the current fees were based on cost or the area of the site of the improvement creating a more cumbersome process for staff in calculating the fees, as well as more complication for residents seeking a permit. Staff analyzed four and a half years (June 2017-December 2021) of data, taking in to account the influx of roofing and sided permits in 2018 and 2019 due to storms causing damage, and created a fee structure based on the costs incurred by the Village including administrative, inspection, internal plan review, plumbing inspection, etcetera.

Toth explained that staff was also seeking balance in the changes. He stated that if a change in fee meant a loss of revenue for the Village, they added revenue elsewhere.

Toth presented a breakdown of the proposed fee structure along with comparisons to the current fees as well as surrounding municipalities' fees. The proposed structure was broken down in to tiers. For

residential building permits, the tier structure was broken down in to six categories; Tier 1-\$75, Tier 2-\$175, Tier 3-\$225, Tier 4-\$350, Tier 5-\$500, Tier 6-area based permits/new construction.

Trustee Curtis questioned whether inspections were being done, citing personal experience that Village staff had not come to her home to inspect improvements and did not want residents to be charged for inspections if they were not being done. Toth explained that the inspection of certain improvements can be done from the outside without entrance in to the home. Building Permit Technician Pinardi stated that staff had taken in to consideration the time each inspection entails in calculating the proposed fee structure.

Toth spoke about each of the tiers and the home improvements falling under each tier. He talked about the balance that that was sought while creating the tiers. He stated that the residential improvements that fall under the first tier did not require an extensive inspection.

Mayor Gaffino asked if the \$75 permit fee would cover the cost of outsourcing someone to do an inspection. Toth stated that Staff believed that it would.

Toth discussed the second tier which is a \$175 fee, he stated that most of the home improvements that fall under this category require two to three inspections.

Trustee Curtis asked why adding a deck to a home would incur a \$175 fee while a patio would be a \$75 fee. Toth explained that a deck required more review than a patio and is more labor intensive. There was further discussion regarding the difference between adding a deck versus a patio and the inspection needed for both.

Toth reviewed the third, \$225 tier. He focused on the inclusion of solar panels under that tier stating that Staff did not want to discourage people from embracing solar panels by charging a higher permit fee although they are more labor intensive for the Village.

Trustee Carroll asked if there was a reason the Village should not increase that tier to \$250 instead of \$225? Toth said it could be considered. Trustee Salazar expressed that she liked the idea of making the permit fee for solar panels lower to make it more appealing to homeowners interested in installing them and said she agreed with the \$250 fee.

Toth went through the tier 4, \$350. He stated that these items are heavier on the plan review and require five to eleven inspections.

Trustee Salazar asked where the Village would stand compared to surrounding municipalities in terms of fees. Director Toth suggested that fees run the gamut with some higher and some lower. He also stated that some of the surrounding communities may not have taken a look at their fees in quite some time as well and he was hoping to set the tone for the future with the permit fee update.

Trustee Curtis expressed her concern that the fees were exorbitant and the Village is charging residents to make improvements to their properties while providing no assurance that the work will be done properly by whomever the owner contracted to do the work. There was discussion about what the Village spends in order to send inspectors to the site to verify that code is being met which is intended to ensure the safety of the modifications to the home and the surrounding area. Trustees Salazar and Carroll along with Mayor Gaffino agreed that the inspections are done in order to preserve the health and welfare of the projects and surrounding areas and the Village should not lose money by undercharging for permit fees when inspections are being done.

Administrator Bosco stated that he believed that Director Toth and Staff did a good job balancing the fee schedule and fairness to residents. He stated that ultimately, the Village expects a revenue loss in residential permitting fees due to the adjustment.

Trustee Carroll asked if the Village would stand to lose money under the proposed fee structure if something like the weather events of 2018-2019 were to happen again and there was an influx of roofing and siding projects. Toth explained that the Village would lose money if compared to the fee structure of that time but the Village itself would not lose money based on the one inspection roofs and siding require.

There was discussion regarding the overall effect the proposed structure would have, reducing residential permit fees. Director Toth also mentioned the Contractor Registration Fee that had been eliminated in the recent past, saving residents and additional \$150.

Toth reviewed tier six for the Board. Toth stated that for the most part the fees in this tier were staying the same, an area based fee structure.

Director Toth moved on to the non-residential fee structure. The non-residential fees would be laid out the same way the residential fees were, in tiers. Tier 1-\$250, Tier 2-\$500, Tier 3-\$1,000, Tier 4- Signs (\$5.00/SQ. FT. or Minimum Permit of \$50), Tier 5-Cost Based/Area Based.

The first tier of \$250 encompassed parking lots, this is one of the more frequently requested permits for small businesses. The review process is not a labor intensive one, therefore the Staff wanted to keep this permit fee low.

Trustee Curtis expressed concern for the smaller businesses and how the non-residential fees would impact them. She stated that the higher fees may prevent the businesses from wanted to make improvements. Director Toth stated that he would be willing to relook at the non-residential fees and create a hybrid approach for businesses.

There was further discussion on the costs related to the first tier of the non-residential permit fees.

Trustee Carroll stated that he was alright with the higher commercial fees, Toth stated that there has not been a lot of pushback from businesses regarding permit fees.

There was discussion that non-residential improvement projects are typically more substantial in size than a residential improvement. This related to the higher fees associated with the non-residential permits, simultaneously minimizing the cost to non-residential owners by not applying an area based fee to most of the tiers.

Trustee Salazar expressed appreciation for the simplification of the proposed fee structure and the ultimate savings to residential owners.

There was discussion regarding residential basement remodeling and residents requesting permits after the fact, upon the sale of the home. Additionally, there was discussion regarding when permits are required, whether something is a structural versus cosmetic change.

Toth spoke about tier 2 of the non-residential fee structure at \$500. This tier encompasses multiple improvements for non-residential properties under two acres.

Tier 3 at \$1,000 includes roofing, siding as well as some improvements for non-residential properties more than two acres.

Tier 4 involves signage that was at \$4 a square foot, is proposed to be \$5 a square foot.

Under tier 5 which is cost and area based, staff is seeking to change from \$.30 per square foot to \$.35 per square foot. In regard to cost based fees, staff was recommending moving from \$49 to \$50 under 1,000 square feet plus \$20 for each additional 1,000 square feet.

The Board was in agreement that the tiered system was an improvement on the fee structure. They wanted to increase residential tier 2 from \$225 to \$250. After discussion regarding decks being listed under tier 2, the Board wanted to see it moved to tier 1 at \$75.

## **2. Flock Safety Cameras**

Administrator Bosco introduced Deputy Chief Joe Gorski to speak about adding Flock Safety Cameras to some Village intersections.

Deputy Chief Gorski stated that the Police Department would like to purchase six Flock cameras to place in strategic, high traffic areas in the Village. Gorski stated that the cameras were needed to assist in identifying and apprehending current criminal elements that visit North Aurora with the intent of engaging in criminal behavior.

Gorski explained that the Village's unique location, intersecting a major interstate as well as multiple state roads, makes North Aurora an attractive target for criminals seeking an easy in and out of town and hinders the police from apprehending criminals quickly.

Gorski gave recent examples of the types of crimes occurring within the Village as well as the criminal element committing these crimes. He spoke of the challenges facing the police and their investigations of these crimes. He stated that photographic evidence assists police in providing proof of their whereabouts.

Gorski spoke about Flock Safety, founded in 2017 in response to crime occurring in the founder's neighborhood. The system works by capturing license plates with automated license plate reading cameras. Through short shutter speed, they capture multiple pictures of vehicles that pass through the motion sensors of the cameras. Infrared technology is utilized to capture clear nighttime images. The machine learning technology allows for vehicle information to be captured, such as color, make, type and unusual characteristics of a vehicle.

Flock Safety ensures the information obtained through its cameras is secured at the highest level. There is no personal, identifiable information stored. The camera only catches the rear of the vehicle, no faces of occupants or foot traffic. The footage is deleted from their cloud based storage after 30 days on a rolling basis. The Village Police Department's own policy prevents officers from disseminating confidential or protected information.

Deputy Chief Gorski stated that the cost to purchase the four installed cameras and two portable cameras was \$19,900 with an annual reoccurring fee \$18,500. Flock will be issuing an increase of prices in June or July 2023, however if the Village committed the current price would be honored and the first payment would be deferred until the Village's next budget year, starting June 1, 2023.

Flock Safety currently operate cameras in 2,000 law enforcement agencies. The Village currently maintained a reciprocal agreement with Flock, granting the Village access to their existing network, viewing images from municipalities that choose to share them. Gorski spoke about surrounding municipalities that contract with Flock as well as Aurora who operates their own system.

Dan Murdoch of Flock Safety was on hand to provide information about Flock Safety.



Trustee Carroll asked if Flock Safety worked with home owner associations. Mr. Murdoch stated that they did, that was where they began, contracting with HOAs and businesses which still makes up 55% of their business. These clients have the option of sharing their data with law enforcement.

Trustee Guethle asked where they intended on installing the cameras. Gorski stated that they wanted to place them at I88 and Route 31, and Route 56 near Route 25.

Chief DeLeo stated that the Police Department had been entertaining the idea of installing cameras for multiple years. He stated that a specific incident where Flock Safety camera footage shared with the Police Department helped to solve a crime, was a driving factor in the Department pursuing this.

Trustee Curtis expressed a concern about privacy issues with the installation of cameras. She also expressed concerns that the installation of cameras would affect property values in the area and give a neighborhood the appearance of being a high crime area.

DeLeo stated that he had shared Trustee Curtis' concerns and that is likely why the Department was indecisive for multiple years about installing cameras. However, he stated that the cameras are not new technology and are very integrated in to our lives. The Flock cameras were not tracking people, they were photographing cars. He also stated that the cameras will not be installed in neighborhoods but major intersections and arterial routes that criminals are using for access in and out of the Village.

Gorski described the security around the access of the data and provided examples of the assistance that the Flock Security System has already provided the Village Police Department.

There was further discussion about privacy issues and how they play in to the installation of the cameras as well as how cameras may or may not stigmatize a neighborhood.

Mr. Murdoch explained further how Flock Safety worked, that the Village would own the data and not the cameras. He reiterated that the data was wiped from their cloud like storage after 30 days. He continued his presentation on Flock Security and how the system worked.

Trustee Guethle was in favor of contracting with Flock.

Trustee Niedzwiedz asked about the two portable cameras versus the four fixed cameras. Murdoch explained that the four fixed cameras were to be attached to poles and hard wired in or will have a solar panel. The portable cameras can be charged to capture 30,000 images and can temporarily be installed in places law enforcement deem necessary. DeLeo provided examples of where portable cameras may be used.

Trustee Niedzwiedz was in favor of contracting with Flock.

Trustee Carroll asked if it helped with crime prevention to have the cameras portable. Murdoch expressed that the cameras were not very noticeable and a criminals would need to be very organized if they were trying to avoid cameras.

Trustee Carroll asked if the cameras would integrate with Aurora's cameras. Gorski explained that they would not as Aurora maintains their own systems and have different types of cameras.

Trustee Carroll was in favor of the contract.

Trustee Curtis was not in favor of installing the cameras, she also stated that if they cameras were to be installed she would like to see residents and businesses around the installed cameras notified of the cameras.

Trustees Lowery and Salazar along with Mayor Gaffino were in favor of installing the cameras and expressed that they believed it would improve safety.

Mayor Gaffino added that he trusts the judgement of the Village's Police Department and Administrator Bosco and supports the decision. He also stated that he did not believe that notice needed to be sent to residents and businesses near the newly installed cameras.

There was additional discussion about whether or not notice or signage was needed and/or beneficial.

**EXECUTIVE SESSION** – None

**ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
American Water Works Assn. 007050	AWWA Customer Svc Training Pt1- Kick	60-445-4380	Training	200078949	2/24/2023	\$117.00
	AWWA Customer Svc Training Pt2- Kick	60-445-4380	Training	200078950	2/24/2023	\$117.00
	AWWA Customer Svc Training Pt3- Kick	60-445-4380	Training	200078952	2/24/2023	\$117.00
	WaterCon 2023- Hake, Schwickerath	60-445-4370	Conferences & Travel	200078955	2/24/2023	\$700.00
	Total					\$1,051.00
Aurora Area Convention 003770	Akshar Hotel Tax/ Jan 2023	15-430-4752	90% Tourism Council	02132023	2/13/2023	\$2,313.60
	Total					\$2,313.60
Aurora Fastprint 029610	AP Check Stock Refill	01-430-4507	Printing	38943	2/21/2023	\$480.00
	Total					\$480.00
B & F Construction 015600	Plan Review- 98 Miller	01-441-4276	Inspection Services	60954	2/10/2023	\$895.50
	Plan Review- 140 Hansen Blvd	01-441-4276	Inspection Services	60970	2/14/2023	\$300.00
	Total					\$1,195.50
Beacon News 025450	Renewal Through 5/6/23	01-410-4799	Misc. Expenditures	02042023	2/4/2023	\$95.50
	Total					\$95.50
Bluff City Materials 468391	Dirt Hauling Fees (6 Loads)	60-445-4568	Watermain Rprs. & R..	443795	1/18/2023	\$426.30
	Dirt Hauling Fees (12 Loads)	60-445-4568	Watermain Rprs. & R..	443670	1/17/2023	\$852.60
	Total					\$1,278.90
Borekci Real Estate, LLC 468158	NATC Rebate Sep 22- Nov 22- Inline 100%	01-490-4781	Sales Tax Rebates	02152023	2/15/2023	\$22,010.87
	Total					\$22,010.87
Brew Avenue Events, Inc 468393	Food Truck Festival- May 26/ Full Payment	01-490-4759	Community Events	03012023	3/1/2023	\$3,000.00
	Total					\$3,000.00
Cintas Corporation 041590	First Aid Supplies	60-445-4799	Misc. Expenditures	5144176533	2/6/2023	\$33.46
	Total					\$33.46
City of Aurora 027870	.	60-445-4562	Testing (water)	222520-02	2/28/2023	\$389.50
	Waste Testing- Dec 2022	90-000-e270	Seasons at North Aur..	222520-01	2/28/2023	\$247.00
	Total					\$636.50
D&A Powertrain Components, INC 467649	Union Tee (2)	01-445-4510	Equipment/IT Maint	247752	12/27/2022	\$20.72
	Total					\$20.72
Drendel & Jansons Law Group	Legal Srvcs- CommDev/ Dec 2022	01-441-4260	Legal	4184	12/31/2022	\$2,945.58

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
Drendel & Jansons Law Group 028580	Legal Srvc- Water/ Dec 2022	60-445-4260	Legal	4179	12/31/2022	\$355.83
	Legal Srvc- Willards Corner PUD/ Dec 2022	90-000-e128	Woodman's - Wareho..	4180	12/31/2022	\$350.00
	Legal Srvc- Zepelak/ Dec 2022	90-000-e270	Seasons at North Aur..	4181	12/31/2022	\$116.67
	Total					\$3,768.08
Euclid Managers 049670	Short-Term Disability- March 2023	01-000-2057	Short-Term Disability	02132023	2/13/2023	\$487.93
	Total					\$487.93
Fifth Third Bank 028450	AED Supplies/ AED Superstore	01-440-4870	Equipment	MQ01272023-01	1/3/2023	\$700.00
	Airfare To APA Conf- Hansen/ Southwest Airlines	01-441-4370	Conferences & Travel	MT01272023-05	1/19/2023	\$299.97
	Annual Fee/ IACP	01-440-4390	Dues & Meetings	JD01272023-07	1/12/2023	\$190.00
	APA Natl Reg- Hansen/ American Planning Assoc	01-441-4370	Conferences & Travel	MT01272023-04	1/19/2023	\$785.00
	Armrest- Truck #147/ TransChicago Truck Group	01-445-4511	Vehicle Repair and M..	BR01272023-01	1/3/2023	\$57.38
	Bar Code Scanner- PD/ Amazon	01-430-4420	IT Supplies	DA01272023-14	1/24/2023	\$71.99
				DA01272023-15	1/24/2023	\$25.94
	Beverages For Retirement/ Sams Club	01-440-4799	Misc.	MQ01272023-03	1/13/2023	\$62.00
	Business Cards/ Fast Color	01-440-4411	Office Expenses	DC01272023-02	1/9/2023	\$196.00
	Canon DSLR Camera- Stevens/ Amazon	01-430-4870	Equipment	DA01272023-05	1/11/2023	\$504.99
	Christmas Tree Bag/ Amazon	01-440-4160	Uniform Allowance	MQ01272023-12	1/25/2023	\$21.03
	Civil Eng Online Course/ Kaplan Company	01-445-4380	Training	BT01272023-01	1/17/2023	\$293.25
	Coffee Pot- PW Garage/ Amazon	01-445-4799	Misc. Expenditures	BR01272023-02	1/4/2023	\$104.99
	Conference- Parr/ 100 Club	01-440-4370	Conferences & Travel	MQ01272023-04	1/13/2023	\$175.00
	Crisis Negotiator Conf/ FSP IL Crisis NE	01-440-4370	Conferences & Travel	JG01272023-21	1/10/2023	\$325.00
	Cupcakes- Dilley Retirement/ Nothing Bundt Cake	01-440-4799	Misc.	JD01272023-06	1/12/2023	\$157.17
	Decorations- Dilley Retirement/ Dollar Tree	01-440-4799	Misc.	SBZ01272023-01	1/12/2023	\$4.05
	Dog Supplies/ Pet Smart	01-440-4799	Misc.	DC01272023-01	1/6/2023	\$75.96
	Dog Supplies/ Pet Supplies Plus	01-440-4799	Misc.	DC01272023-04	1/15/2023	\$49.44
	Elineup Software/ Paypal	01-440-4390	Dues & Meetings	JD01272023-01	12/29/2022	\$600.00
	Embroidery/ Fast Color	01-440-4160	Uniform Allowance	DC01272023-03	1/9/2023	\$464.00
	ET Shirt For Robinson/ Amazon	01-440-4160	Uniform Allowance	MQ01272023-07	1/17/2023	\$26.82
				MQ01272023-11	1/19/2023	\$30.66

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
Fifth Third Bank 028450	Evidence Labels/ Amazon	01-440-4557	Evidence Processing	MQ01272023-02	1/15/2023	\$14.22
	Evidence Processing/ Sirchie	01-440-4557	Evidence Processing	MQ01272023-09	1/12/2023	\$179.43
	Firearms Class/ Paypal	01-440-4383	Firearm Training	JD01272023-16	1/24/2023	\$550.00
	Firearms Equipment/ Midway	01-440-4383	Firearm Training	JD01272023-05	1/9/2023	\$124.76
	Firearms Equipment/ Safariland	01-440-4383	Firearm Training	JD01272023-03	1/9/2023	\$122.18
	Floor Drain Grates- PW Garage/ Newmark Corp	01-445-4520	Public Buildings Rpr ..	JL01272023-01	1/13/2023	\$4,680.00
	Flowers For Funeral/ Schaeffer Greenhouse	01-440-4799	Misc.	JD01272023-12	1/18/2023	\$76.70
	Food While Working Case/ Macianos	01-440-4799	Misc.	JD01272023-17	1/25/2023	\$48.87
	Food, Bev For LESO Pick-up MD/ 7 Eleven	01-440-4370	Conferences & Travel	JG01272023-02	1/4/2023	\$6.50
	Food, Bev LESO Pick-up MD/ Amoco	01-440-4370	Conferences & Travel	JG01272023-05	1/4/2023	\$24.35
	Food, Bev LESO Pick-up MD/ Sunoco	01-440-4370	Conferences & Travel	JG01272023-07	1/5/2023	\$1.93
				JG01272023-08	1/5/2023	\$4.58
	Food, Bev LESO Pick-up TX/ Naaman's BBQ	01-440-4370	Conferences & Travel	JG01272023-15	1/9/2023	\$36.96
	Fuel For LESO Pick-up MD/ Amoco	01-440-4440	Gas & Oil	JG01272023-04	1/4/2023	\$85.24
	Fuel For LESO Pick-up MD/ Exxon	01-440-4440	Gas & Oil	JG01272023-06	1/5/2023	\$62.00
	Fuel For LESO Pick-up MD/ Speedway	01-440-4440	Gas & Oil	JG01272023-03	1/4/2023	\$79.21
	Fuel For LESO Pick-up MD/ Sunoco	01-440-4440	Gas & Oil	JG01272023-09	1/5/2023	\$71.68
				JG01272023-10	1/5/2023	\$73.50
				JG01272023-11	1/5/2023	\$80.12
	Fuel For LESO Pick-up TX/ BP	01-440-4440	Gas & Oil	JG01272023-19	1/10/2023	\$65.00
	Fuel For LESO Pick-up TX/ Exxon	01-440-4440	Gas & Oil	JG01272023-16	1/10/2023	\$63.00
				JG01272023-18	1/10/2023	\$70.00
	Fuel For LESO Pick-up TX/ Flash Market	01-440-4440	Gas & Oil	JG01272023-17	1/9/2023	\$69.00
	Fuel For LESO Pick-up TX/ Love's	01-440-4440	Gas & Oil	JG01272023-13	1/9/2023	\$75.12
	Fuel For LESO Pick-up TX/ Pilot	01-440-4440	Gas & Oil	JG01272023-14	1/9/2023	\$80.00
	Fuel- Squad 74/ Speedway	01-440-4440	Gas & Oil	JD01272023-02	1/2/2023	\$41.84
	GIS Conf Travel- Hansen/ Southwest	01-430-4370	Conferences & Travel	DA01272023-10	1/12/2023	\$464.96
	Hotel At Training/ Comfort Inn	01-440-4370	Conferences & Travel	MQ01272023-06	1/13/2023	\$167.94
	IL GIS Assoc Membership- Ardnt/ ILGISA	01-430-4390	Dues & Meetings	DA01272023-08	1/12/2023	\$85.00

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
Fifth Third Bank 028450	IL GIS Assoc Membership- Hansen/ ILGISA	01-430-4390	Dues & Meetings	DA01272023-09	1/12/2023	\$85.00
	ILCMA Conf Registration- Bosco/ NIU Outreach	01-430-4370	Conferences & Travel	NS01272023-01	1/10/2023	\$270.00
	Indu GPS Collar/ FI Dogs	01-440-4870	Equipment	JD01272023-15	1/23/2023	\$208.32
	Investigations App/ Apple	01-440-4555	Investigations	JG01272023-22	1/15/2023	\$10.74
	Investigations Background Program/ INGuardian	01-440-4555	Investigations	JG01272023-23	1/20/2023	\$52.00
	Investigations Database/ TLO Transunion	01-440-4555	Investigations	JG01272023-01	1/3/2023	\$175.00
	IPhone Case/ Amazon	01-430-4420	IT Supplies	DA01272023-06	1/12/2023	\$35.96
	IPhone Cases/ Amazon	01-430-4420	IT Supplies	DA01272023-07	1/12/2023	\$19.43
	IPhone Wall Chargers/ Amazon	01-430-4420	IT Supplies	DA01272023-02	1/5/2023	\$167.39
	Keyboard/ Amazon	01-430-4420	IT Supplies	DA01272023-11	1/17/2023	\$52.99
	Keyboards, Power Strip, UPS/ Amazon	01-430-4420	IT Supplies	DA01272023-04	1/9/2023	\$382.73
	Lateral PD Job Ad/ IL Assn Chf Police	01-440-4799	Misc.	SBZ01272023-04	1/17/2023	\$125.00
	Lock Out Slim Jims/ Pro-Loc	01-440-4931	Vehicle Equip Fund C..	JG01272023-24	1/24/2023	\$141.15
	Lodging For LESO Pick-up MD/ Holiday Inn	01-440-4370	Conferences & Travel	JG01272023-12	1/5/2023	\$117.01
	Lodging For LESO Pick-up TX/ Holiday Inn Express	01-440-4370	Conferences & Travel	JG01272023-20	1/10/2023	\$110.74
	Lunch- Dilley Retirement/ Juquilita Tacos	01-440-4799	Misc.	SBZ01272023-03	1/13/2023	\$619.88
	Membership Fee/ International Code Council	01-441-4390	Dues & Meetings	MT01272023-02	1/10/2023	\$145.00
	Membership- Klingberg/ ILTK Enforcement Assoc	01-440-4390	Dues & Meetings	JD01272023-14	1/20/2023	\$25.00
	Monitors- Josue/ Amazon	01-430-4870	Equipment	DA01272023-12	1/18/2023	\$319.74
	Network Cables/ Amazon	01-430-4420	IT Supplies	DA01272023-01	1/5/2023	\$56.88
	Northaurora.org ..	01-430-4510	Equipment/IT Maint	DA01272023-16	1/25/2023	\$511.60
	Office Organizer/ Amazon	01-445-4411	Office Expenses	BR01272023-04	1/19/2023	\$59.43
	Office Supplies/ Office Depot	01-440-4411	Office Expenses	JD01272023-08	1/13/2023	\$29.76
				JD01272023-09	1/13/2023	\$354.73
				JD01272023-10	1/16/2023	\$499.27
				JD01272023-11	1/17/2023	\$41.05
				JD01272023-13	1/17/2023	\$394.80
				MQ01272023-08	1/16/2023	\$147.18
	Permit Tech Study Book/ International Code Council	01-441-4380	Training	MT01272023-01	1/7/2023	\$61.50

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
Fifth Third Bank 028450	Photos- Dilley Retirement/ Walgreens	01-440-4799	Misc.	SBZ01272023-02	1/12/2023	\$27.69
	Registration Admin Squad/ IL SOS	01-440-4511	Vehicle Repair and M..	DC01272023-05	1/19/2023	\$174.85
	Squad Washes- Dec/ Judges	01-440-4511	Vehicle Repair and M..	JD01272023-04	1/9/2023	\$176.00
	Thumb Drives, HDMI Cable, iPhone Cases/ Amazon	01-430-4420	IT Supplies	DA01272023-03	1/6/2023	\$136.73
	Traffic Leadership Class/ Northwestern CPS	01-440-4370	Conferences & Travel	MQ01272023-10	1/17/2023	\$2,195.00
	Training- Norstrom, McGrath/ EB Rapid Deployment	01-440-4370	Conferences & Travel	MQ01272023-05	1/13/2023	\$868.02
	Truck Strobe Lights/ Amazon	01-445-4511	Vehicle Repair and M..	BR01272023-03	1/12/2023	\$59.99
	Vehicle Wash/ Thunder Car Wash	01-441-4511	Vehicle Repair and M..	MT01272023-03	1/11/2023	\$12.00
	Wireless Mic- Board Rm/ Amazon	01-430-4870	Equipment	DA01272023-13	1/17/2023	\$329.00
	Total					\$21,923.29
Hach Company 014100	Chlorine Test Reagents	60-445-4567	Treatment Plant Repa..	13450605	2/2/2023	\$900.00
	Total					\$900.00
Harmonic Heating & Air Conditioning 047680	Heater Repair- PD	01-445-4520	Public Buildings Rpr ..	I-13320-2	2/15/2023	\$816.00
	Total					\$816.00
Illinois State Police Bureau of 041810	Liquor License Fingerprints	01-440-4799	Misc.	COST CTR 03557	1/1/2023	\$84.75
	Total					\$84.75
Industrial Door Company 044430	Salt Dome Door Inspection	01-445-4520	Public Buildings Rpr ..	118850	2/22/2023	\$1,475.00
	Total					\$1,475.00
Initial Impressions 468390	EMA Shirts (50) & Hats (28)	01-440-4558	Emergency Managem..	42324	1/31/2023	\$1,989.81
	Total					\$1,989.81
JVM Randal Highlands 468218	Sewer Maint Credit Refund	18-320-3350	Sewer Collection	02142023-02	2/14/2023	\$2.93
				02142023-04	2/14/2023	\$2.68
	Water Credit Refund	60-320-3340	Water Collections	02142023-01	2/14/2023	\$52.02
				02142023-03	2/14/2023	\$87.97
	Total					\$145.60
Kane County Recorder 010600	Recording	90-000-e128	Woodman's - Wareho..	01312023	1/31/2023	\$52.00
	Total					\$52.00
KB Collision & Customs 046310	Golf Cart Repair	01-445-4510	Equipment/IT Maint	3543	2/2/2023	\$4,134.27
	Squad Repair	14-430-4774	Insurance Claims	3545	2/6/2023	\$3,439.97

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
KB Collision & Customs 046310	Total					\$7,574.24
Kimball Midwest 467916	Hose Saw	01-445-4870	Equipment	100776835	2/20/2023	\$1,619.12
	Hydraulic Fittings	01-445-4510	Equipment/IT Maint	100692969	1/24/2023	\$367.78
	Total					\$1,986.90
KnowBe4 Inc. 467951	PhishER Subscription 2/13/23 - 2/12/24	01-430-4380	Training & Testing	INV231205	1/4/2023	\$1,005.96
	Training 2/13/23 - 2/12/24	01-430-4380	Training & Testing	INV231206	1/4/2023	\$1,963.44
	Total					\$2,969.40
Konica Minolta 024860	AP Printer Maint 1/21 - 2/20	01-430-4411	Office Expenses	9009143037	2/9/2023	\$9.08
	VH Printer Maint 1/1 - 1/31	01-430-4411	Office Expenses	285093202-01	1/31/2023	\$22.52
		01-441-4411	Office Expenses	285093202-04	1/31/2023	\$22.53
		01-445-4411	Office Expenses	285093202-02	1/31/2023	\$22.52
		60-445-4411	Office Expenses	285093202-03	1/31/2023	\$22.53
	Total					\$99.18
Menards 016070	Fittings, Float Switch	60-445-4565	Water Well Rpr & Mtce	626	2/3/2023	\$70.29
	Total					\$70.29
Micro Technology Services, Inc. 041630	Annual Maint 8/1/22 - 7/31/23	01-440-4510	Equipment/IT Maint	00928167	10/11/2022	\$2,750.00
	Total					\$2,750.00
Mooney & Thomas, Pc 001040	Payroll Processing- Dec 2022	01-430-4267	Finance Services	9215279	1/31/2023	\$2,985.00
	Police Pension - Feb 2023	80-430-4581	Banking Services/Fees	9215281	1/31/2023	\$485.00
	Total					\$3,470.00
Motorola Solutions- STARCOM21 002980	STARCOM- April 2022	01-440-4652	Phones and Connecti..	6444720220301	4/1/2022	\$480.00
	STARCOM- Aug 2022	01-440-4652	Phones and Connecti..	6729220220706	8/1/2022	\$480.00
	STARCOM- July 2022	01-440-4652	Phones and Connecti..	6653320220601	7/1/2022	\$480.00
	STARCOM- May 2022	01-440-4652	Phones and Connecti..	6512220220401	5/1/2022	\$480.00
	STARCOM- Oct 2022	01-440-4652	Phones and Connecti..	6873220220901	10/1/2022	\$498.00
	STARCOM- Sept 2022	01-440-4652	Phones and Connecti..	6801220220801	9/1/2022	\$498.00
	Total					\$2,916.00
Nidja Thomas 468392	Sewer Maint Credit Refund	18-320-3350	Sewer Collection	02142023-02	2/14/2023	\$1.49
	Water Credit Refund	60-320-3340	Water Collections	02142023-01	2/14/2023	\$26.51



# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
Nidja Thomas 468392	Total					\$28.00
North Aurora NAPA, Inc. 038730	DEF Heater- Truck #144	60-445-4511	Vehicle Repair and M..	431866	2/6/2023	\$305.75
	Squad Parts	01-440-4511	Vehicle Repair and M..	431576	2/1/2023	\$662.44
	Total					\$968.19
Office Depot 039370	Office Supplies	01-430-4411	Office Expenses	290785093001-01	2/2/2023	\$19.31
				291348874001-01	1/27/2023	\$6.42
				291348986001-01	1/27/2023	\$8.58
				292481530001-01	2/10/2023	\$47.21
				292753420001-01	2/10/2023	\$5.05
				293612664001-01	2/17/2023	\$19.97
		01-441-4411	Office Expenses	290785093001-04	2/2/2023	\$19.32
				291348874001-04	1/27/2023	\$6.42
				291348986001-04	1/27/2023	\$8.58
				292481530001-04	2/10/2023	\$7.85
				292753420001-04	2/10/2023	\$5.06
				293612664001-04	2/17/2023	\$19.97
		01-445-4411	Office Expenses	290785093001-02	2/2/2023	\$19.31
				291348874001-02	1/27/2023	\$20.42
				291348986001-02	1/27/2023	\$8.58
				292481530001-02	2/10/2023	\$7.85
				292753420001-02	2/10/2023	\$5.05
				293612664001-02	2/17/2023	\$19.97
		60-445-4411	Office Expenses	290785093001-03	2/2/2023	\$19.32
				291348874001-03	1/27/2023	\$6.43
				291348986001-03	1/27/2023	\$8.58
				292481530001-03	2/10/2023	\$7.85
				292753420001-03	2/10/2023	\$36.58
				293612664001-03	2/17/2023	\$46.59
	Total					\$380.27

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
Peerless Network, Inc 468245	PRI Village/ PD	01-440-4652	Phones and Connecti..	15796	2/15/2023	\$397.00
	Total					\$397.00
Pyrotecnico Firewoks Inc 468272	Deposit (50%) July 3rd Fireworks	01-490-4758	Fireworks	02212023	2/21/2023	\$15,375.00
	Total					\$15,375.00
Rempe Sharpe & Associates 000970	Water Main Digital Plans 12/15 - 1/31/23	60-445-4255	Engineering	28727	2/7/2023	\$3,559.00
	Total					\$3,559.00
Ron's Automotive Services, Inc 468389	New ATUs	01-440-4931	Vehicle Equip Fund Charges	0029936	2/8/2023	\$2,309.14
				0029937	2/8/2023	\$1,177.09
				0029938	2/8/2023	\$655.74
						\$4,141.97
Springbrook Software LLC 467920	Web Payment- Jan 2023	60-445-4510	Equipment/IT Maint	INV-011756	2/8/2023	\$1,592.00
	Total					\$1,592.00
Streicher's 032990	SWAT Gear	71-430-4870	Equipment	I1615452	2/6/2023	\$3,824.98
	SWAT Shield	71-430-4870	Equipment	I1616713	2/13/2023	\$2,519.00
	Total					\$6,343.98
The Blue Line 030120	Job Ad 2/16 - 4/26	01-440-4799	Misc.	44467	2/16/2023	\$795.00
	Total					\$795.00
WBK Engineering, LLC 467655	400 Mitchell Rd Development/ Jan 2023	90-000-e281	400 Mitchell Rd	23861	2/28/2023	\$4,190.00
	Aurora Packing/ Jan 2023	90-000-e248	Aurora Packing Comp..	23856	2/28/2023	\$1,033.66
	Casey's/ Jan 2023	90-000-e259	Casey's - SW Randall..	23864	2/28/2023	\$1,472.59
	Moose Lake Estates- Lot #4/ Jan 2023	01-441-4255	Engineering	23853	2/28/2023	\$625.00
	NA Dev Team Mtg/ Jan 2023	01-441-4255	Engineering	23855	2/28/2023	\$689.41
	NA FD Station/ Jan 2023	01-441-4255	Engineering	23860	2/28/2023	\$270.00
	Orchard Acres/ Jan 2023	90-000-e144	Vequity - Orchard Co..	23865	2/28/2023	\$2,735.52
	Orchard Acres/ Nov 2022	90-000-e144	Vequity - Orchard Co..	23728	2/28/2023	\$2,141.90
	Park 88 Logistic Ctr/ Jan 2023	90-000-e273	Phelan Development ..	23862	2/28/2023	\$5,618.75
	PW Facility Site Design- Jan 2023	21-452-4255	Engineering	23867	2/28/2023	\$2,404.41
	Randall Square/ Jan 2023	90-000-e110	NW Corner Randall &..	23857	2/28/2023	\$225.00
	Randall Terrace/ Jan 2023	90-000-e274	Randall Terrace LLC ..	23859	2/28/2023	\$1,478.84

# Accounts Payable To Be Paid Proof List



Vendor Description	Description	Account	Acct Name	Invoice No	Inv Date	
WBK Engineering, LLC 467655	Seasons/ Jan 2023	90-000-e270	Seasons at North Aur..	23866	2/28/2023	\$2,107.08
	Valley Green/ Jan 2023	90-000-e250	Opus - Valley Green ..	23863	2/28/2023	\$5,332.08
	Woodman's Addition/ Jan 2023	90-000-e128	Woodman's - Wareho..	23858	2/28/2023	\$1,235.00
	Total					\$31,559.24
Weblinx Incorporated 031420	Website Maint- Feb 2023	01-430-4512	Website Maintenance	32349	2/3/2023	\$200.00
	Total					\$200.00
Williams Associates Architects, Ltd. 024930	Schematic Design	21-452-4501	Contractual Services	0021559	2/21/2023	\$25,108.58
	Total					\$25,108.58
Grand Total						\$176,042.75

# Village of North Aurora Memorandum



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

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** March 6, 2023

**RE:** Award of Audit Services Agreement

In 2018, the Village entered into a five-year agreement for audit services with Lauterbach & Amen, LLP for fiscal years 2018-2022. The Village has concluded this agreement and solicited proposals for a new audit services agreement. The request for proposals (RFP) was sent to 12 firms, with three (3) firms submitting a response. Responses were received from Lauterbach & Amen, Sikich, and GW & Associates.

Staff reviewed the responses and evaluated on the principal selection criteria stated in the RFP document. This primarily included:

- Fees
- Firm experience/expertise with municipal audits
- Experience of audit staff
- Audit plan/approach
- Experience with the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting program

In the RFP, the Village is seeking pricing for a three-year agreement, with two additional option years. Although the RFP seeks pricing for five years total, the agreement serves as one-year engagements that automatically renew for five years unless the Village notifies the auditor otherwise. Below is a summary of the expected costs of the responses received.

Firm	Expected 3-Year	Expected 5-Year
	Cost*	Cost*
GW & Associates	\$ 82,400	\$ 136,150
Lauterbach & Amen	85,160	139,600
Sikich	92,158	157,563

\*Expected fee includes base audit, 2 TIF compliance audits, Police Pension DOI report completion, and assumed Single Audit reports for FY24 and FY25 related to the ARPA grant.

After considering all criteria, staff is recommending that the Village enter an audit services agreement with Lauterbach & Amen. All three responding firms are highly qualified, however, staff feels that Lauterbach & Amen offers the best mix of experience and total cost to the Village. Although Lauterbach & Amen came back as the second of three in terms of total expected fees, its firm and staff experience with municipal audits rated higher than the lowest bidder. Lauterbach & Amen works with over 65 municipalities that hold the GFOA Certificate of Achievement in Financial Reporting. Staff has maintained a satisfactory working relationship with Lauterbach & Amen and expects that to continue with the proposed agreement.

Expected fees for the FY2022-23 audit are \$25,260, which includes the base audit, two TIF compliance audits, and the Police Pension DOI report completion. Total fees for the FY2021-2022 audit were \$26,590. The Village will be seeing a reduction in audit fees of \$1,330 compared to last year under the new agreement.



February 23, 2023

The Honorable Village President  
Members of the Board of Trustees  
Village of North Aurora, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of North Aurora, Illinois for the years ended May 31, 2023, May 31, 2024, May 31, 2025, May 31, 2026, and May 31, 2027.

*Audit Scope and Objectives*

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the years ended May 31, 2023, May 31, 2024, May 31, 2025, May 31, 2026, and May 31, 2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, and GASB-required pension and other postemployment benefit (OPEB) reporting.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements: combining and individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report: introductory and statistical information.

*Audit Scope and Objectives – Continued*

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

*Auditor's Responsibilities for the Audit of the Financial Statements*

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

*Auditor's Responsibilities for the Audit of the Financial Statements – Continued*

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if applicable, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

*Audit Procedures – Internal Control*

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, and general or local economic challenges. Planning for this engagement has not concluded and is subject to change.

*Audit Procedures – Compliance*

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

*Other Services*

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.



*Other Services – Continued*

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

*Responsibilities of Management for the Financial Statements*

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

*Responsibilities of Management for the Financial Statements – Continued*

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on, the supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

*Engagement Administration, Fees, and Other*

Our fees for the May 31, 2023, May 31, 2024, May 31, 2025, May 31, 2026, and May 31, 2027 audits will be as stated in our proposal.

The Village agrees that during the term of this agreement and for a period of twelve months thereafter, the Village shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the Village to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person's annual compensation.

*Reporting*

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Village of North Aurora, Illinois  
February 23, 2023  
Page 6

We appreciate the opportunity to be of service to the Village of North Aurora, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of North Aurora, Illinois.

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

Title: \_\_\_\_\_

**Resolution No. \_\_\_\_\_**  
**Resolution Approving Proposal for Audit Services**

**WHEREAS**, the Village of North Aurora has completed its most recent audit engagement for the May 31, 2022 audit; and

**WHEREAS**, the Village recently issued a request-for-proposals (RFP) for professional auditing services for the three-year period with an option to renew for two additional years, beginning with the audit of the Village's financial statements for the year ending May 31, 2023; and

**WHEREAS**, after evaluating the proposals, the Village has determined that Lauterbach & Amen, LLP presented the best overall value to the Village based on factors including, without limitation, price, qualifications, experience, and the understanding of the Village's needs; and

**WHEREAS**, the President and Board of Trustees have determined that is in the best interests of the Village to enter into the Agreement with Lauterbach & Amen, LLP.

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Village hereby determines that it is in the best interest of the Village to accept the auditing services proposal from Lauterbach & Amen, LLP dated February 3, 2023.
3. The proposal from Lauterbach & Amen referenced above is attached to this Resolution as Exhibit "A", including the Engagement Letter for services provided for the fiscal year ending May 31, 2023.
4. This Resolution shall take immediate full force and effect from and after its passage and approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: February 2, 2023  
Re: Public Works Crew Leaders

---

After an evaluation of the Department structure and evolving operations, staff determined there were several reasons to authorize two crew leader positions in lieu of filling the currently vacant Foreman position. Staff evaluated factors including: workload of the Street Superintendent, safety, scheduling, current staffing levels, budgetary impact, and succession.

After the promotion of the Foreman to the Street Superintendent, the Foreman position remained vacant. Since 2017 the workload of the superintendent has evolved. While it still includes the daily supervision of laborers, procuring materials needed to perform maintenance operations, purchasing of vehicles and equipment as well as their repair; the superintendent position has also taken on additional responsibilities. The Superintendent has become responsible for more contracted work, an increased involvement with facilities repairs (HVAC / overhead doors) and coordinating and supporting special events. The list of contracts the Superintendent currently manages is extensive and currently includes: snow and ice removal, lawn mowing and landscape maintenance, tree trimming, tree planting, tree removal, tree inventory, street sweeping, and sidewalk leveling. As Village facilities continue to age, the repairs necessary to keep them in good shape become more frequent. There is generally one major repair of the HVAC system each budget year at the police department. Initially this type of repair requires an initial diagnosis using the Building Automated System to see if the settings can be adjusted to solve the issue. If not, the level of involvement escalates to scheduling and coordinating repair companies to diagnose the problem, then reviewing the costs of repairs, before concluding with the inspection of the repairs. Additionally, this position has also been tasked with supporting and coordinating special events including Fireworks, Movie Nights, North Aurora Days, Winter Holiday Events, Police Department Events and Car Shows. Adding two crew leader positions would allow the Superintendent to address these added responsibilities while still executing the core functions of the Department.

Safety is always a high priority for the Streets Division because of the nature of the operations. When there is no clearly defined leader on a project site, safety becomes the responsibility of each individual. While it is important that each person looks out for themselves, safety should be evaluated overall not just at the level the individual task. It would set a uniform standard for an individual safety and have a more global picture of

job site safety. By establishing the crew leader positions, it would allow management to divide the labor force safely so that two crews could perform two separate tasks. A simple example would be having a crew leader on a sewer repair and be making sure all employees are wearing the appropriate safety gear as well as utilizing the proper safety equipment like trench boxes during excavations. The crew leader position would increase safety by managing individual and job site safety.

Public Works operations are generally scheduled on a weekly basis but change frequently. The Streets Superintendent regularly meets with the laborers to discuss projects that need to be accomplished for the week. While this would continue, it would be the crew leaders who would select the laborers assigned to each task and then would supervise the tasks to completion. To be clear, the crew leader position is a position that remains in the union and would be actively participating in the completion of the assigned work; it could be likened to the role of a working foreman. So for example, the crew leaders would still be responsible for their assigned routes during snow removal operations. More deliberate scheduling can also have the ability to provide younger employees exposure to more experienced laborers methods. A younger employee who may have significant experience trimming trees may not have any in finishing concrete. Intentionally scheduling this individual on a concrete detail could provide experience in this new field and provide the division with added versatility. By shifting the crew assignments to the crew leaders, it allows the Superintendent to focus on bigger picture issues.

Over the past five years the population of the Village has grown, which has increased the demand for services. To meet this demand and maintain a high level of service, the Village has added two laborers bring the total to eight. While these welcome additions bolstered service delivery, it also added complexity to scheduling. In the past with less laborers the Division was more likely to handle one task at a time. With the addition of the new employees the Division is able to handle multiple projects at once. Additionally these employees also allow the Division to carry out its core functions in times where a significant portion of the Division is assigned to special events.

Should the Village proceed with the creation of the crew leader positions it would be the intention of the Department to fill the position from a pool of in-house candidates and laborers. Based on the likely candidates for the position and their current earning, the increase per hour would translate to a minimal budgetary impact based on the proposed scale. The anticipated budgetary impact the first full fiscal year would be \$3,500 per crew leader, or \$7,000 total. The new salary range allows for additional growth in subsequent years; however, there are no concerns for the budgetary impact at this time.

Developing a workforce of competent individuals is the key to the future success of the organization. By developing and retaining employees there is less likely to be a loss of institutional knowledge or interruption of service in the event of future retirements. Creating the crew leader position provides upward mobility for laborers, but also a future opportunity for the crew leader should the Streets Superintendent retire or vacate the position.

At this time it is the Department request to establish two crew leader positions based on consideration of the above analysis. In order to approve this change, the crew leader position was bargained with the local 150 International Union of Operating Engineers Bargaining Unit, with the addition of these positions to be added by the attached memorandum of agreement.





RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT REGARDING  
ADDITION OF CLASSIFICATION OF CREW LEADER BETWEEN THE VILLAGE OF  
NORTH AURORA AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150, PUBLIC EMPLOYEES DIVISION**

**WHEREAS**, both Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division hereby collectively known as the “Parties, believe it to be in the best interests of all parties to create the classification of “Crew Leader; and

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

**SECTION ONE:**

The Memorandum of Agreement (“Agreement”) dated \_\_\_\_\_, 2023, between the Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division hereby collectively known as the “Parties”, a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:**

That the Village President or Village Administrator are hereby authorized and directed to sign the Agreement on behalf of the Village of North Aurora.

**SECTION THREE: SEVERABILITY.**

The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOR: EFFECTIVE DATE.**

This Resolution shall be in full force and effect upon passage and approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carplyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**MEMORANDUM OF AGREEMENT  
REGARDING ADDITION OF CLASSIFICATION OF CREW LEADER**

The Village of North Aurora ("VONA" or the "Employer") and The International Union of Operating Engineers Local 150, Public Employees Division ("Union"), collectively known as the "Parties", agree to the following:

1. The VONA and Union are Parties to a collective bargaining agreement ("CBA") covering employees of the Employer.
2. In the CBA, Article I Section 1.1 Recognition lists the employees covered by the CBA.
3. In the CBA, Article XXIII Section 23.1 Wage Rates sets the rates for the employees covered by the CBA.
4. Pursuant to and in accordance with Article 1 Section 2, New Classifications, the VONA proposed, and the Union agreed, to add the classification of Crew Leader to the bargaining unit with the following wage scale:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>Public Works Crew</b>	<b>61,339</b>	<b>63,918</b>	<b>66,643</b>	<b>69,534</b>	<b>72,592</b>
<b>Leader:</b>					
2080 Hourly	29.49	30.73	32.04	33.43	34.90

	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
<b>Public Works Crew</b>	<b>76,024</b>	<b>79,498</b>	<b>83,262</b>	<b>N/A</b>	<b>N/A</b>
<b>Leader:</b>					
2080 Hourly:	36.55	38.22	40.03	N/A	N/A

**Authorized FT: 0**  
**Authorized PT: 0**

5. The VONA agrees to execute an agreed Unit Clarification Petition, upon presentment by the Union accreting the title "Crew Leader" in the Union. The Parties agree that the job functions of Crew Leader are similar to those of other Union positions, and that the title is properly accreted to the Union.
6. Pursuant to the Parties' discussions, all eligible employees may apply for the new Crew Leader position and if hired, the employee will be placed on the lowest step that represents a pay increase.

7. This Agreement will be considered non-precedent setting and will not be relied upon by the Parties to form the basis of any past practice argument.

**FOR THE VILLAGE OF NORTH  
AURORA:**

\_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 150,  
PUBLIC EMPLOYEES DIVISION:**

Deanna M. Distasio

Print Name and Title:

Deanna M. Distasio

Date: 2/24/2023

## Village of North Aurora Memorandum



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

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** March 6, 2023

**RE:** FY 2022-23 Budget Amendment #3

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The Public Works department has requested the authorization of two Crew Leader positions. The Crew Leader position is not currently an authorized position in the Village's FY 2022-23 budget. The attached ordinance increases the total Public Works budget request for the promotion of two Laborer positions for the remainder of FY 2022-23. As a result, authorized staffing levels for Crew Leaders goes from zero (0) to two (2), and Streets Laborer goes from eight (8) to six (6).

VILLAGE OF NORTH AURORA

Ordinance No. \_\_\_\_\_  
An Ordinance Approving the 3<sup>rd</sup> Budget Amendment for Fiscal Year 2022-23

**WHEREAS**, the Village of North Aurora has adopted the Budget Act, and approved a Budget for the 2022-23 Budget Year (hereinafter “budget year”); and

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

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

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Village of North Aurora  
FY 2022-23  
Exhibit "A"  
Budget Amendment #3

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<u>Fund</u>	<u>Division</u>	<u>Account</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase/ (Decrease)</u>	<u>Revised Budget</u>	<u>Note</u>
General	Public Works	Salaries - Regular	01.445.4020	\$ 1,128,897	\$ 1,190	\$ 1,130,087	Authorization of two Crew Leader positions
General	Public Works	FICA - Social Security and Med	01.445.4110	93,552	90	93,642	Authorization of two Crew Leader positions
General	Public Works	IMRF	01.445.4120	121,635	110	121,745	Authorization of two Crew Leader positions
				<b>TOTAL</b>	<b>\$ 1,390</b>		



# Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Brian Richter, Streets Superintendent  
Date: March 1, 2023  
Re: Authorization of Village Administrator to Approve the Purchase of a Bucket Truck Not to Exceed the Authorized Amount of \$95,000.

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The Public Works Department is seeking approval to purchase a used bucket truck. During the spring, summer, and fall, the bucket truck is in use trimming trees, replacing street lights, and exchanging banners and decorations on the bridge. In late fall it is in use placing holiday decorations in Riverfront Park. We have found that often these operations overlap and can cause a backlog of work. By adding an additional bucket truck to the fleet the Village will be able to hang banners and decorations and trim trees at the same time.

Additionally the new bucket truck will provide versatility to the tree trimming and street light replacing operations. The current bucket truck is a 2000 Ford F-450, extends to a height of 36 feet, and has been maintained in good condition over 23 years. It is still serviceable and would be retained in order to improve operational efficiency. The used bucket truck is a Ford F-750 with 55,000 miles. The boom reaches 57 feet (21feet longer than the older one) so staff will be able to safely reach greater heights. This means taller trees can be safely trimmed and the 30 foot streetlights on Orchard Gateway can be safely replaced.

As prices continue to rise, and the availability of vehicles diminishes, it becomes challenging to locate a reliable vehicle. Staff has been researching new and used bucket trucks on the internet, monitoring the aggregate purchasing programs, and visiting dealerships. In this case the cost of new vehicles exceeded the budget, they range from \$170,000 to \$204,000, and there is limited availability. As an alternate staff visited a private seller operating a rental fleet that was researched on the internet with multiple bucket trucks available. The company is named located Power Equipment Leasing Company and is located in Romeoville. None of the trucks that originally drew us there met our specifications; however, one that just arrived did. Staff requested the seller bring the truck to our shop for further inspection and the seller agreed.





### **Used Bucket Truck Ford F-750**

It was inspected by our mechanics and staff, as well as an outside mechanic to determine its condition. There are several repairs suggested that need to be addressed like new tires, new brakes, hydraulic lines, steering, and the replacement of one step. These costs are estimated to range from \$8,000 to \$15,000. Our original bucket truck has lasted 23 years after purchasing it new. We expect this truck would last 15 years or more. These repairs would be performed after we purchased the vehicle on our own. Overall the base cost of the vehicle is \$78,163 so the total authorization request would be up to the budgeted amount of \$95,000. This is the amount currently budgeted for the purchase in the Vehicle and Equipment Replacement Fund. Staff is looking to purchase this vehicle; however, due to timing there is a chance the seller may sell the vehicle prior to the Village receiving authorization. In the current market vehicles are selling quickly not leaving time for staff to receive the necessary approvals. If this vehicle is sold, staff is requesting that the Village Board grant approval to the Village Administrator to expend up to \$95,000 on the next vehicle.

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** BUILDING PERMIT FEE UPDATE  
**AGENDA:** MARCH 6, 2023 REGULAR VILLAGE BOARD MEETING

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**ITEM**

Ordinance amending the North Aurora Municipal Code regarding Construction Permitting Fees

**DISCUSSION**

The Village's building permit fees were last updated in 2007. Starting last year, the Community Development Department performed a comprehensive review of the Village's building permit fees, which are in Chapter 15.56 of the Village's Municipal Code.

Upon further discussion, staff has created a simplified building permit fee structure that provides the public with clarity as to what improvements require a building permit and how much each permit costs. Staff utilized four-and-a-half years of building permit data to create the new tiered permit fee structure. This structure focuses on changing a majority of the current cost-based and area-based building permit fees to flat-rate fees. The new flat-rate fees take into account each step of the review process, including each improvement's plan review demands and the number of inspections required for each permit. The new proposed permit fees also take into consideration how much a similar building permit cost in surrounding municipalities.

While not the main goal of the building permit fee restructure, an attempt was made to balance the overall revenue received from building permit fees. Based on the sample set used, the overall residential permit revenue could decrease while the non-residential could slightly increase. Many of the building permit fees would be increasing; however, the three most-issued residential building permits - windows, siding and roofing - would in most cases be significantly less under the new flat-rate structure.

The Village Board discussed this item at the February 20, 2023 Committee of the Whole meeting. The Village Board was supportive of the proposed fees and recommended the following changes:

- Move residential deck permits from Tier 2 (\$175) to Tier 1 (\$75)
- Increase the residential Tier 3 permit cost from \$225 to \$250

Both changes are reflected in the final ordinance for consideration. As proposed, the new building permit fees would go into effect on June 1, 2023.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

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**ORDINANCE AMENDING THE NORTH AURORA MUNICIPAL CODE**  
**REGARDING CONSTRUCTION PERMITTING FEES**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2023

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2023  
by \_\_\_\_\_.

Signed \_\_\_\_\_

**VILLAGE OF NORTH AURORA**

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING THE NORTH AURORA MUNICIPAL CODE**  
**REGARDING CONSTRUCTION PERMITTING FEES**

**WHEREAS**, the Village of North Aurora sets forth Construction Fees which are found in Title 15, Chapter 15.56.010 of the Code of North Aurora, Illinois; and,

**WHEREAS**, the construction permitting fees have remained the same since 2007; and,

**WHEREAS**, the President and Board of Trustees has determined it is in the best interests of the Village to update the Construction Fees.

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

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

2. Title 15 (Buildings and Construction), Chapter 15.56 (Construction Permitting Fees) is hereby amended to read as follows:

**Chapter 15.56 - CONSTRUCTION PERMITTING FEES**

**15.56.010 - Building code permitting fee schedule.**

<b>RESIDENTIAL PERMIT FEES</b>	
<b>TIER 1 - \$75</b>	
DECK	\$75.00
DRIVEWAY	\$75.00
FENCE	\$75.00
FIREPLACE (INDOOR & OUTDOOR)	\$75.00
HOT TUB/SPA	\$75.00
PATIO	\$75.00
ROOFS	\$75.00
SHED	\$75.00
SIDING	\$75.00
STOOP	\$75.00
TEMPORARY/SEASONAL POOL	\$75.00
VEHICLE CHARGER	\$75.00
WALKWAY	\$75.00
WINDOWS	\$75.00
<b>TIER 2 - \$175</b>	
ABOVE GROUND POOL	\$175.00

## VILLAGE OF NORTH AURORA

BALCONY	\$175.00
CAR PORT (ATTACHED & DETACHED)	\$175.00
ELECTRICAL (OTHER & ALTERATIONS)	\$175.00
ELECTRICAL SERVICE	\$175.00
FOUNDATION REPAIR	\$175.00
GAZEBO	\$175.00
GENERATOR	\$175.00
PERGOLA	\$175.00
PLUMBING (ROUGH & FINAL)	\$175.00
PORCH	\$175.00
RAMADA	\$175.00
RAMP	\$175.00
RETAINING WALL - GRADING	\$175.00
RPZ - LAWN SPRINKLERS	\$175.00
<b>TIER 3 - \$250</b>	
IN GROUND POOL	\$250.00
SOLAR PANELS	\$250.00
<b>TIER 4 - \$350</b>	
ADDITION W/O PLUMBING	\$350.00
GARAGE - ATTACHED	\$350.00
GARAGE - DETACHED	\$350.00
REMODEL W/O PLUMBING	\$350.00
THREE SEASON ROOM	\$350.00
<b>TIER 5 - \$500</b>	
ADDITION W/ PLUMBING	\$500.00
REMODEL W/ PLUMBING	\$500.00
<b>TIER 6</b>	
FIRE RESTORATION	\$0.31/SQ.FT
MULTI FAMILY	\$0.31/SQ.FT
SINGLE FAMILY	\$0.31/SQ.FT
TOWNHOME	\$0.31/SQ.FT
TWO FAMILY DWELLING	\$0.31/SQ.FT
<b>ADDITIONAL FEES</b>	
DEMOLITION - STRUCTURAL	\$100.00
GAS LINE INSPECTION	\$75.00
PLAN REVIEW - CONSULTANT	CONSULTANT FEE + 12% (ADMIN. FEE)
PLAN REVIEW - INTERNAL	\$50.00
PLAN REVIEW - INTERNAL (REVISION)	\$50.00
PLAN REVIEW - CONSULTANT (REVISION)	CONSULTANT FEE + 12% (ADMIN. FEE)

## VILLAGE OF NORTH AURORA

PLUMBING INSPECTION - CONSULTANT	\$75.00
REINSPECTION	\$100.00
SUMP LINE INSPECTION	\$75.00
TEMPORARY CERTIFICATE OF OCCUPANCY	\$500.00
<b>NON-RESIDENTIAL PERMIT FEES</b>	
<b>TIER 1 - \$250</b>	
DOORS - EXTERIOR	\$250.00
FENCE	\$250.00
PATIO	\$250.00
PARKING LOT / ANY PAVED SURFACE	\$250.00
PLUMBING (MINOR)	\$250.00
RPZ - LAWN SPRINKLERS	\$250.00
SIDEWALK	\$250.00
TEMPORARY TRAILER	\$250.00
VEHICLE CHARGERS (PER CHARGER)	\$250.00
WINDOWS	\$250.00
<b>TIER 2 - \$500</b>	
ACCESSORY BUILDING (NON-GARAGE)	\$500.00
ELECTRIC (ALTERATIONS/OTHER)	\$500.00
ELECTRIC SERVICE	\$500.00
ELEVATOR (PLUS PLAN REVIEW)	\$500.00
FOUNDATION ONLY (LESS THAN 2 ACRES)	\$500.00
FIREPLACE	\$500.00
GENERATOR	\$500.00
GRADING (LESS THAN 2 ACRES)	\$500.00
PORCH/RAMADA/BALCONY	\$500.00
PLUMBING (MAJOR)	\$500.00
RAMP	\$500.00
RETAINING WALL	\$500.00
SITE DEVELOPMENT (LESS THAN 2 ACRES)	\$500.00
STAIRS	\$500.00
<b>TIER 3 - \$1,000</b>	
FOUNDATION ONLY (MORE THAN 2 ACRES)	\$1,000.00
GRADING (MORE THAN 2 ACRES)	\$1,000.00
ROOF	\$1,000.00
SIDING	\$1,000.00
SOLAR PANELS	\$1,000.00
SITE DEVELOPMENT (MORE THAN 2 ACRES)	\$1,000.00
STORAGE TANKS	\$1,000.00

## VILLAGE OF NORTH AURORA

<b>TIER 4 - SIGNS</b>	
FREESTANDING SIGN	\$5.00/SQ.FT
OTHER SIGNS	\$5.00/SQ.FT
TEMPORARY SIGN	\$50.00
TENANT PANEL	\$5.00/SQ.FT
WALL SIGN	\$5.00/SQ.FT
<b>TIER 5</b>	
CELL TOWER	COST BASED*
COMMERCIAL ADDITION/GARAGE	\$0.35/SQ.FT
COMMERCIAL REMODEL	COST BASED*
FIRE RESTORATION	\$0.35/SQ.FT
NEW COMMERCIAL - BUILDING	\$0.35/SQ.FT
NEW COMMERCIAL - BUILD OUT	\$0.35/SQ.FT
NEW COMMERCIAL - SHELL ONLY	\$0.35/SQ.FT
RACKING SYSTEM	COST BASED*
<b>ADDITIONAL FEES</b>	
DEMOLITION - STRUCTURAL	\$500.00
GAS LINE INSPECTION	\$75.00
PLAN REVIEW - CONSULTANT	CONSULTANT FEE + 12% (ADMIN. FEE)
PLAN REVIEW - INTERNAL	\$50.00
PLAN REVIEW - IMMEDIATE REVISIONS AFTER ISSUED	CONSULTANT FEE + 12% (ADMIN. FEE)
PLUMBING INSPECTION	\$75.00
REINSPECTION	\$100.00
SUMP LINE INSPECTION	\$75.00
<b>*COST BASED</b>	
IMPROVEMENTS UNDER \$1,000	\$50.00
IMPROVEMENTS OVER \$1,000	\$50.00, PLUS \$20 PER \$1,000

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

4. Codification. The corporate authorities of the Village intend that this Ordinance will be made part of the North Aurora Municipal Code and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" can be changed to "Section," "Article," Chapter" or some other

**VILLAGE OF NORTH AURORA**

appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

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

6. Effective Date. This Ordinance shall be in full force and effect June 1, 2023 after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Mark Carroll \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_  
Michael Lowery \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
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 \_\_\_\_\_, 2023 A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Jessica Watkins, Village Clerk



# Memorandum



**To:** Steve Bosco, Village Administrator

**From:** Chris Wagner, Administrative Analyst

**Date:** 3/2/2023

**Re:** Resolution Supporting Tax Increment Financing Districts

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Metro West, a council of Government of which the Village is a member, recently forwarded a resolution regarding Tax Increment Financing for staff to review. The attached resolution formalizes the Village's support of Tax Increment Financing (TIF) Districts. Historically the Village of North Aurora utilized TIF districts as a means to address areas of blight and support development and promote local job creation and retention. Staff recognizes that TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the Village and is a critical mechanism to spur economic development. The attached resolution acts as a measure of support for legislation to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve. Should this resolution be approved, it will be distributed to local legislators and the Illinois Municipal League.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FROM THE VILLAGE OF NORTH AURORA  
IN SUPPORT OF TAX INCREMENT FINANCING DISTRICTS**

WHEREAS, the Village of North Aurora has the responsibility to promote economic development and revitalization of underperforming areas within the Village of North Aurora; and

WHEREAS, the Village of North Aurora recognizes that Tax Increment Financing (TIF) is a means to address areas of blight, support development and promote local job creation and retention; and

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the Village of North Aurora; and

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the Village of North Aurora;

WHEREAS, the Village President and Board of Trustees of the Village of North Aurora find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the Village of North Aurora.

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

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The Village of North Aurora urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve.

Section 3. The Village of North Aurora clerk shall forward a copy of this Resolution to the Illinois Municipal League.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Mark Carroll	_____	Laura Curtis	_____
Mark Guethle	_____	Mike Lowery	_____
Todd Niedzwiedz	_____	Carolyn Bird Salazar	_____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

\_\_\_\_\_

Village President

ATTEST:

\_\_\_\_\_

Village Clerk

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**INTEROFFICE MEMORANDUM**

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**TO:** NORTH AURORA VILLAGE BOARD  
**FROM:** JOSEPH DELEO, CHIEF OF POLICE  
**SUBJECT:** PROPOSAL FOR THE PURCHASE OF FLOCK SAFETY CAMERAS  
**DATE:** FEBRUARY 28, 2023  
**CC:** STEVEN BOSCO, VILLAGE ADMINISTRATOR

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**Issue**

The North Aurora Police Department is seeking approval of the contract between Flock Group Inc. and the Village of North Aurora for the purchase of four (4) fixed flock safety cameras and two (2) portable flock safety cameras. These cameras will be strategically placed within the Village based on traffic and crime patterns.

**Discussion**

The staff request was presented to the Village Board at the Committee of the Whole meeting on February 20, 2023, by Flock Group Inc. Representative Dan Murdock, Deputy Chief Gorski, and Chief DeLeo.

The cost to purchase four (4) fixed and two (2) portable cameras will be \$21,100.00 in the first year. This price includes the installation and procurement of the necessary permits.

Flock Group Inc. will lock in this price and defer payment to our next budget year starting June 1st, 2023, with a signed contract before April 1st, 2023. The cost of the cameras will be expended in the upcoming 2023/2024 budget year.

This contract will automatically renew each year in June. The first-year renewal charge will be \$18,500.00.

**Conclusion**

Staff requests the approval of signing the contract between Flock Group Inc. and the Village of North Aurora. This will lock in the current pricing. The order will begin processing during the upcoming 2023/2024 budget year.

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**INTEROFFICE MEMORANDUM**

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**TO:** NORTH AURORA VILLAGE BOARD  
**FROM:** JOSEPH J. GORSKI, DEPUTY CHIEF OF POLICE  
**SUBJECT:** PROPOSAL FOR THE PURCHASE OF FLOCK SAFETY CAMERAS  
**DATE:** FEBRUARY 2, 2023  
**CC:** STEVEN BOSCO, VILLAGE ADMINISTRATOR

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**Issue**

The North Aurora Police Department is looking for permission to purchase (6) Flock Safety Cameras to be placed at strategic, high traffic, areas within the Village. The purchase and deployment of these cameras is needed in identifying and apprehending current criminal elements that visit North Aurora with the intent of engaging in criminal behavior.

**Discussion**

The North Aurora Police Department exists to protect the safety and security of the citizens and visitors of North Aurora through fair and impartial enforcement of the law. Our officers are tasked with investigating criminal offenses that occur within North Aurora and working to apprehend those responsible through investigative techniques. North Aurora's geographic location to a major interstate, I-88, and several State roads, IL-31, IL-25 and IL-56, make it attractive to criminals who seek an easy path in and out of town. This often hinders the quick apprehension of those who commit crimes and utilize these routes for a quick escape. Traditional investigative techniques require time and allow criminals to dispose of their proceeds from these crimes. As a result of this delay evidence can be destroyed, altered, or concealed that would otherwise aid in their apprehension and conviction of the crimes they committed. In the past year the North Aurora Police Department has logged an increase in ruse burglary crimes. These crimes target elderly members of our community and prey on their trust of honesty to gain entry into their homes. These crimes are perpetrated by complex and organized criminal groups who do not reside within our jurisdiction. They utilize multiple modes of transportation which change frequently. They are known to law enforcement and wise to investigative methods. When apprehended they do not cooperate in investigations which leaves only the physical evidence to secure a charge and conviction. In cases such as these photographic evidence placing these criminals and their vehicles in the proximity of the crime help to secure charges for investigators. Without that evidence these cases often result in the perpetrator going un-charged.

Flock Safety was founded in 2017 as an answer to crime occurring in their founder's neighborhood. Flock Safety cameras are automated license plate reading (ALPR) cameras that utilize short shutter speed, taking multiple pictures as a vehicle passes

through motion sensors of the camera. The cameras use of infrared captures accurate, clear images both during the day and night. Their machine learning technology allows for vehicle information to be captured beyond just the license plate. It also captures the color, make, type, and unusual characteristics of a vehicle which enhances the evidentiary value. Flock Safety ensures the information obtained through its cameras is secured at the highest level. There is no personal identifiable information such as DMV records stored within Flock. Flock Safety cameras focus on the back of the vehicle and do not capture faces of the vehicles occupants, or images of people. All of the footage is deleted from their cloud based storage after 30 days on a rolling basis. In addition the North Aurora Police Department Policy, 302.5.6 prohibits officers and/or agents of the police department from disseminating confidential or protected information.

### 320.5.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

- a. Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the member's position with this department.
- b. Disclosing active or protected investigation information to any unauthorized person.
- c. The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police or the authorized designee.
- d. Loaning, selling, allowing unauthorized use, giving away, or appropriating any department property for personal use, personal gain, or any other improper or unauthorized use or purpose.
- e. Using department resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

The cost to purchase four (4) fixed cameras and two (2) portable cameras along with site set-up is quoted at \$19,900.00. Once the cameras are installed and are operational an annual recurring fee will be \$18,500.00. Flock Safety will lock in this price and defer payment to our next budget year starting June 1<sup>st</sup>, 2023 with a signed contract before April 1<sup>st</sup>, 2023.

Flock Safety cameras are operational in over 2,000 law enforcement agencies. The police department already has a reciprocal agreement with Flock to receive real-time information from communities in the region that utilize the Flock Camera system. Some of our nearby law enforcement agencies either have cameras in place or are under contract to implement Flock Safety cameras including the Kane County Sherriff's Department, South Elgin and St. Charles. Kane County already has

cameras operational within North Aurora. Flock Safety is currently working on potential contracts with several other Fox Valley area communities.

Other communities, such as the Aurora Police Department utilize their own network of camera systems. The addition of Flock Safety cameras to our community will aid in the speed of identifying and apprehending offenders. This technology will provide a tool to our investigators and officers that will undoubtedly protect our community and save lives.

### **Conclusion**

Staff recommends approving the purchase of the Flock Public Safety cameras for the police department to aid in their mission.

**FLOCK GROUP INC.**  
**SERVICES AGREEMENT**  
**ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<b>Agency:</b> IL - Village of North Aurora <b>Legal Entity Name:</b>	<b>Contact Name:</b> Joseph DeLeo
<b>Address:</b> 25 East State Street North Aurora, Illinois 60542	<b>Phone:</b> - <b>E-Mail:</b> jdeleo@northaurora.org
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 12 months <b>Renewal Term:</b> 12 months	<b>Billing Term:</b> 100% at Last Camera Validation payment due Net 30 per terms and conditions <b>Billing Frequency:</b> Annual Plan - Invoiced at Last Camera Validation.
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## Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	1.00	\$350.00
Professional Services - Advanced Implementation Fee	\$750.00	3.00	\$2,250.00

## Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	4.00	\$10,000.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00
Falcon Flex	\$3,000.00	2.00	\$6,000.00

<b>Subtotal Year 1:</b>	\$21,100.00
<b>Subscription Term:</b>	12 Months
<b>Annual Recurring Total:</b>	\$18,500.00
<b>Estimated Sales Tax:</b>	\$0.00
<b>Total Contract Amount:</b>	\$21,100.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: IL - Village of North Aurora**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## **2. SERVICES AND SUPPORT**

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

**2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

**2.5 Usage Restrictions.**

**2.5.1 Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

## **2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.7.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.



**2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.8.3 Flock’s Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### **4. CONFIDENTIALITY; AGENCY DATA**

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

5.1. **Fees.** Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

## 6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

**6.2 Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED



IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

## **9. INDEMNIFICATION**

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

## **10. MISCELLANEOUS**

**10.1 Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**10.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**10.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**10.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**10.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be

governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:  
EMAIL:

# Memorandum



**To:** Steve Bosco, Village Administrator

**From:** Chris Wagner, Administrative Analyst

**Date:** 3/2/2023

**Re:** Resolution Regarding Drones As First Responders

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Metro West, a council of Government of which the Village is a member, recently forwarded a resolution regarding the use of drones by first responders for staff to review. The attached resolution supports the use of drones by first responders to enhance public safety as a crime prevention and supplemental law enforcement tool. In recent years the availability and use of unmanned aerial vehicles or "drones" for civilian as well as governmental applications has increased significantly, but existing laws ban the use of drones by law enforcement entities, subject to specific enumerated exceptions.

Staff feels the present restrictions on law enforcement unreasonably limits the use of drones for legitimate, reasonable, and safe crime prevention and public safety purposes due to perceived concerns about the improper use of drones by law enforcement. Law enforcement personnel have worked closely with state legislators to propose amendatory language to the state act that achieves a better balance between the legitimate use of drones for law enforcement purposes and the privacy concerns that underly its existing regulations. Staff supports the use of drones by law enforcement as proactive and preventative tools, while ensuring appropriate oversight, accountability, and transparency. The attached resolution acts as a measure of support for legislation to allow such use of drones. Should this resolution be approved, it will be distributed by Metro West to local legislators.



Resolution No. \_\_\_\_\_

## A RESOLUTION REGARDING DRONES AS FIRST RESPONDERS

WHEREAS, in 2013, the Illinois General Assembly approved the Freedom from Drone Surveillance Act, which later became law as Public Act 98-569 (“the Act”) and effective on January 1, 2014; and

WHEREAS, in recent years the availability and use of unmanned aerial vehicles or “drones” for civilian as well as governmental applications has increased significantly; and

WHEREAS, the current Act bans the use of drones by law enforcement entities, subject to specific enumerated exceptions; and

WHEREAS, the Act’s restrictions on the use of drones by law enforcement unreasonably limits the use of drones for legitimate, reasonable, and safe crime prevention and public safety purposes; and

WHEREAS, the Act’s restrictions on the use of drones by trained law enforcement personnel are far greater than any other federal or state restrictions on their use by civilian or other governmental authorities; and

WHEREAS, the Act restrictions represent a reaction of the legislature to new technology and perceived concerns about the improper use of drones by law enforcement as tools; and

WHEREAS, law enforcement personnel have worked closely with state legislators to propose amendatory language to the Act that achieves a better balance between the legitimate use of drones for law enforcement purposes and the privacy concerns that underly its existing regulations; and

WHEREAS, Senate Bill 107, also known as the Drones as First Responders’ Act as introduced in the 103<sup>rd</sup> General Assembly is one example of a collaboration between legislators, municipalities, law enforcement agencies, and privacy advocates that modernizes the regulations in the Act to permit the use of drones by law enforcement as proactive and preventative tools, while ensuring appropriate oversight, accountability, and transparency; and

WHEREAS, legislation like Drones as First Responders Act is critical to allowing the use of drones to enhance public safety as a crime prevention and supplemental law enforcement tool;

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

1. That in the event of the passage of SB 107 consistent with the aims of this Resolution that encourages the Governor of this State to approve said measure without delay; and further
2. That the Village Clerk shall be and hereby is directed to transmit a copy of this Resolution forthwith to all State Legislators whose districts encompass any portion of the corporate limits of the Village and to the Metro West Council of Government.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Mark Carroll	_____	Laura Curtis	_____
Mark Guethle	_____	Mike Lowery	_____
Todd Niedzwiedz	_____	Carolyn Bird Salazar	_____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

\_\_\_\_\_  
Village President

ATTEST:  
  
\_\_\_\_\_  
Village Clerk

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## INTEROFFICE MEMORANDUM

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**TO:** NORTH AURORA VILLAGE BOARD

**FROM:** JOSEPH DELEO, CHIEF OF POLICE

**SUBJECT:** A RESOLUTION OF THE ADOPTION OF THE TEN SHARED PRINCIPLES BY THE NORTH AURORA POLICE DEPARTMENT

**DATE:** FEBRUARY 28, 2023

**CC:** STEVEN BOSCO, VILLAGE ADMINISTRATOR

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### Issue

On March 22, 2018, the National Association for the Advancement of Colored People (NAACP) Illinois State Conference and the Illinois Association Chiefs of Police (ILACP) agreed to Ten Shared Principles designed to build trust between law enforcement and communities of color. The two statewide associations vowed “by mutual affirmation to work together and stand together in our communities and at the state level to implement these values and principles, and to replace mistrust with mutual trust wherever, whenever, and however we can.”

### Discussion

Staff recently discussed the Ten Shared Principles and how these principles align with the mission of the North Aurora Police Department. A strengthened outreach through community events, seminars, and recruitment have been a recent focus of this agency. Members of the North Aurora Police Department from the top down were already expected to treat all people with respect. Every officer on the department starts their shift with a desire to help anyone they come across on their tour of duty.

We agreed that adopting the 10 Shared Principles publicly affirms this expectation and desire. It acknowledges a responsibility for police and members of the community to work together and understand each other.

The Ten Shared Principles are:

- 1. We value the life of every person and consider life to be the highest value.*
- 2. All persons should be treated with dignity and respect. This is another foundational value.*
- 3. We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status.*

- 4. We endorse the six pillars in the report of the President's Task Force on 21st Century Policing. The first pillar is to build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles.*
- 5. We endorse the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality.*
- 6. We endorse the values inherent in community policing, which includes community partnerships involving law enforcement, engagement of police officers with residents outside of interaction specific to enforcement of laws, and problem-solving that is collaborative, not one-sided.*
- 7. We believe that developing strong ongoing relationships between law enforcement and communities of color at the leadership level and street level will be the keys to diminishing and eliminating racial tension.*
- 8. We believe that law enforcement and community leaders have a mutual responsibility to encourage all citizens to gain a better understanding and knowledge of the law to assist them in their interactions with law enforcement officers.*
- 9. We support diversity in police departments and in the law enforcement profession. Law enforcement and communities have a mutual responsibility and should work together to make a concerted effort to recruit diverse police departments.*
- 10. We believe de-escalation training should be required to ensure the safety of community members and officers. We endorse using de-escalation tactics to reduce the potential for confrontations that endanger law enforcement officers and community members; and the principle that human life should be taken only as a last resort.*

Staff equated this with having a word or phrase as a reminder on how to treat people every day. I thought about that further, and I believe the department's message is one word. Respect.

*Respect your oath of office.*

*Respect the village you represent.*

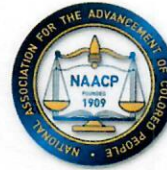
*Respect the people you serve.*

Over 300 Law Enforcement Agencies in Illinois, (including the Aurora Police Department, the Sugar Grove Police Department, the St. Charles Police Department, and most recently the Batavia Police Department) have adopted these 10 Shared Principles.

## **Conclusion**



Staff recommends acknowledging and adopting these same Ten Shared Principles as their own, and thereby add the name of the North Aurora Police Department to the historic agreement between the Illinois NAACP and the ILACP.



## Adoption of Shared Principles by North Aurora Police Department

**WHEREAS**, on March 22, 2018, the NAACP Illinois State Conference and the Illinois Association of Chiefs of Police agreed to 10 Shared Principles designed to build trust between law enforcement and communities of color, and

WHEREAS, the two statewide associations vowed "by mutual affirmation to work together and stand together in our communities and at the state level to implement these values and principles, and to replace mistrust with mutual trust wherever, whenever, and however we can."

**NOW BE IT THEREFORE RESOLVED** that the North Aurora, Illinois, Police Department adopts these same Ten Shared Principles as their own, and thereby adds its name to the historic agreement between the Illinois NAACP and the ILACP. These are the Ten Shared Principles:

1. We value the life of every person and consider life to be the highest value.
2. All persons should be treated with dignity and respect. This is another foundational value.
3. We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status.
4. We endorse the six pillars in the report of the President's Task Force on 21<sup>st</sup> Century Policing. The first pillar is to build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles.
5. We endorse the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality.
6. We endorse the values inherent in community policing, which includes community partnerships involving law enforcement, engagement of police officers with residents outside of interaction specific to enforcement of laws, and problem-solving that is collaborative, not one-sided.
7. We believe that developing strong ongoing relationships between law enforcement and communities of color at the leadership level and street level will be the keys to diminishing and eliminating racial tension.
8. We believe that law enforcement and community leaders have a mutual responsibility to encourage all citizens to gain a better understanding and knowledge of the law to assist them in their interactions with law enforcement officers.
9. We support diversity in police departments and in the law enforcement profession. Law enforcement and communities have a mutual responsibility and should work together to make a concerted effort to recruit diverse police departments.
10. We believe de-escalation training should be required to ensure the safety of community members and officers. We endorse using de-escalation tactics to reduce the potential for confrontations that endanger law enforcement officers and community members; and the principle that human life should be taken only as a last resort.

2/28/23

Date

 151  
Joseph DeLeo, Chief of Police

**VILLAGE OF NORTH AURORA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING THE 10 SHARED PRINCIPLES ESTABLISHED BY THE NAACP AND ILACP**

**WHEREAS**, on March 22, 2018, the NAACP Illinois State Conference and the Illinois Association of Chiefs of Police agreed to 10 Shared Principles designed to build trust between law enforcement and communities of color, and

**WHEREAS**, the two statewide associations vowed “by mutual affirmation to work together and stand together in our communities and at the state level to implement these values and principles, and to replace mistrust with mutual trust wherever, whenever, and however we can,”; and

**WHEREAS**, the Village desires to memorialize this action in a formal Resolution;

**WHEREAS**, the Village adopts these same Ten Shared Principles as their own, and thereby adds its name to the historic agreement between the Illinois NAACP and the ILACP. These are the Ten Shared Principles:

1. We value the life of every person and consider life to be the highest value.
2. All persons should be treated with dignity and respect. This is another foundational value.
3. We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status.
4. We endorse the six pillars in the report of the President’s Task Force on 21st Century Policing. The first pillar is to build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles.
5. We endorse the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality.
6. We endorse the values inherent in community policing, which includes community partnerships involving law enforcement, engagement of police officers with residents outside of interaction specific to enforcement of laws, and problem-solving that is collaborative, not one-sided.
7. We believe that developing strong ongoing relationships between law enforcement and communities of color at the leadership level and street level will be the keys to diminishing and eliminating racial tension.
8. We believe that law enforcement and community leaders have a mutual responsibility to encourage all citizens to gain a better understanding and knowledge of the law to assist them in their interactions with law enforcement officers.
9. We support diversity in police departments and in the law enforcement profession. Law enforcement and communities have a mutual responsibility and should work together to make a concerted effort to recruit diverse police departments.
10. We believe de-escalation training should be required to ensure the safety of community members and officers. We endorse using de-escalation tactics to reduce the potential for confrontations that endanger law enforcement officers and community members; and the principle that human life should be taken only as a last resort.

**VILLAGE OF NORTH AURORA**

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

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

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023 A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk