

### NORTH AURORA VILLAGE BOARD MEETING MONDAY, MAY 15, 2023 – 7:00 P.M. NORTH AURORA VILLAGE HALL - 25 E. STATE ST.

#### ZOOM VIEWING INFORMATION

#### Website Address: <u>https://us02web.zoom.us/j/85185935807</u> Meeting ID: 851 8593 5807 | Dial In: +1 312 626 6799

#### AGENDA

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

**ROLL CALL** 

#### AUDIENCE COMMENTS

#### **CONSENT AGENDA**

- 1. Village Board Minutes dated 05/01/2023; Committee of the Whole Minutes dated 05/01/2023
- Approval of the Executive Session Minutes Dated 11/07/2022 Part 1, 11/07/2022 Part 2, 11/21/2022 Part 1, 11/21/022 Part 2, 12/05/2022, 2/06/2023, 03/20/2023 Part 1, 03/20/2023 Part 2, 04/17/2023
- 3. Interim Bills List Dated 05/04/2023 in the Amount of **\$2,500.00**
- 4. Bills List Dated 05/01/2023 in the Amount of **\$413,287.25**

#### **NEW BUSINESS**

- 1. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number of Class C Liquor Licenses Authorized in the Village of North Aurora (Juquilita Tacos)
- 2. Approval of Appropriations and Budget Resolution for Messenger Public Library for Fiscal Year 2023-24
- 3. Approval of Intergovernmental Agreement with Kendall County Emergency Phone Service and Communications for Records Management Maintenance
- 4. Approval of Ordinance Approving an Amendment to the Land Swap Agreement with the North Aurora Fire District Dated December 5, 2022 for the Transfer of Certain Real Estate from the North Aurora Fire Protection District Pursuant to the Local Government Property Transfer Act
- 5. Approval of Resolution Approving TIF Façade Grant Funding in the Amount of \$20,000 for the Properties Located at 207-225 S. Lincolnway, North Aurora, Illinois

- 6. Approval of an Ordinance Approving a TIF Agreement for the Property Located at 307 S. Lincolnway, North Aurora, Illinois
- 7. Approval of a 5 Year Professional Services Agreement with Layne Christensen for Well Maintenance

VILLAGE PRESIDENT

**TRUSTEE COMMENTS** 

ADMINISTRATOR'S REPORT

#### **VILLAGE DEPARTMENT REPORTS**

ADJOURN



#### NORTH AURORA VILLAGE BOARD MEETING VILLAGE BOARD MEETING MINUTES Monday, May 1, 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 Kevin Drendel, Public Works Director Brian Richter, Police Chief Joe DeLeo.

#### AUDIENCE COMMENTS -

#### CONSENT AGENDA

- 1. Village Board Minutes dated 04/17/2023; Committee of the Whole Minutes dated 04/17/2023
- 2. Bills List Dated 05/01/2023 in the Amount of \$809,961.26
- 3. Travel and Business Expenses in the Amount of \$150.00

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)**.

#### VILLAGE PRESIDENT REPORT-

#### ACKNOWLEDGE OUTGOING BOARD MEMBERS-

1. Mark Carroll

Mayor Gaffino presented outgoing Trustee Carroll with a plaque and offered words of appreciation for his many years of service for the community. Trustee Carroll addressed the Village Board, staff and audience commenting on his appreciation and pride for the work they have done together throughout the years.

#### **ADJOURNMENT**

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

#### CALL TO ORDER

Mayor Gaffino called the meeting to order.

#### **INSTALLATION OF NEWLY ELECTED OFFICIALS**-

- 1. Oath of Office for Newly Elected Officials- Clerk Watkins swore in the newly elected Village Board members
  - a. Mark Guethle, Village Trustee
  - b. Laura Curtis, Village Trustee
  - c. Jason Christiansen, Village Trustee

#### **NEW BOARD RECONVENES THE BOARD MEETING**

#### ROLL CALL

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

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

#### **CONSENT AGENDA**-

#### 1. FY 2023-24 Professional Services Providers Exceeding \$25,000

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

#### NEW BUSINESS

# 1. Approval of Ordinance Adopting the Budget of the Village of North Aurora for the Fiscal Year Beginning June 1, 2023 and Ending May 31, 2024

Director Paprocki stated that some minor changes had been applied to the budget, including moving the West Salt Dome Pavement Expansion Project, the Pedestrian Traffic Signal Upgrade at Randall and Dogwood, and the Tanner Trails Bike Path Improvements to the Capital Projects Fund. Also, reducing the project amount for the Chestnut, Locust, Spruce watermain project because the majority of the work and costs occurred during the current year. Finally, the reducing of the Service Pensions budget in the Police Pension Trust Fund to remove a duplication of disability pension estimates.

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

# 2. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 to Decrease the Number of Class A Liquor Licenses Authorized in the Village of North Aurora (Randall Café Grill & Bar)

Administrator Bosco stated that Randall Café, who has had a Liquor License in the past had decided not to renew it, therefore this would reduce the Class A Liquor Licenses in the Village from six to five.

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

#### 3. Approval of Intergovernmental Agreement Between the City of Aurora and the Village of North Aurora for Use of Public Safety Platform and Information Technology-Related Support Services and Maintenance

Chief DeLeo stated that this item was discussed at the Committee of the Whole meeting on April 17, 2023 with positive feedback. This IGA was approved by the Aurora City Council on April 25, 2023.

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

#### 4. Approval of Ordinance Approving a Special Use as an Industrial Planned Unite Development for 40 Acres of Property in the Liberty Business Center-North Aurora Subdivision in the Village of North Aurora

Director Toth stated that there was a Public Hearing for the item before the Plan Commission on March 7, 2023 with unanimous approval, and then discussed at the Committee of the Whole on March 20, 2023 with positive feedback.

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

#### VILLAGE PRESIDENT - None

#### TRUSTEES COMMENTS - None

<u>ADMINISTRATOR'S REPORT</u> – Administrator Bosco stated that the Governor's Covid-19 restrictions that had been in place were expiring on May 11, 2023. The Village Board and Committee of the Whole meetings had been broadcasted live on Zoom since restrictions began. Staff had been in discussions about maintaining the Zoom live broadcasts of meetings in the interim and looking in to other options for live broadcast.

Bosco mentioned "Gov 101" which was a Village sponsored event inviting the residents to two evenings of presentations about the inner-workings of the Village. He stated that there were sixteen people signed up to attend and the sessions would be held May 2<sup>nd</sup> and May 9<sup>th</sup>.

Bosco reminded the Board that with the approval of the FY23-24 Budget, Director Toth would be moving in to the newly created role of Business and Administrative Services Manager. Bosco stated that that evening would be Toth's last Village Board meeting as the Community & Economic Development Director.

#### ATTORNEY'S REPORT - None

#### VILLAGE DEPARTMENT REPORTS

- 1. **Finance** None
- 2. **Community Development** Director Toth thanked the Board for over a decade of support as well as the opportunity to delve in to a new role within the Village.
- 3. Police None

#### 4. **Public Works** – None

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

Respectfully Submitted,

Jessi Watkins Village Clerk

#### VILLAGE OF NORTH AURORA COMMITTEE OF THE WHOLE MEETING MINUTES Monday, May 1, 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 Jason Christiansen, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

#### AUDIENCE COMMENTS – None

**TRUSTEE COMMENTS** – Trustee Salazar offered Director Toth congratulations and stated that it had been a pleasure working with him.

Mayor Gaffino echoed Salazar's comments adding that being able to retain Toth was a win for the Village.

#### **DISCUSSION**

#### 1. Liquor License for Juquilita Tacos

Administrator Bosco stated that Juquilita Tacos, who has been in North Aurora since 2011, had decided to pursue a Class C Liquor License for the sale of beer and wine.

Per the new Code, all new Liquor Licenses will come before the Board, regardless the length of time a petitioner has been in business. If the Committee of the Whole has no issues or questions, it then goes before the Village Board for approval so the Mayor can issue the Liquor License.

Mayor Gaffino commented that Juquilita's was a great restaurant and involved in the community, Trustee Salazar offered congratulations and well wishes for the business.

The Village Board offered a positive response to the request.

#### 2. Route 31 TIF Request

Administrator Bosco stated that the item was in regard to a TIF request for the property located at 307 S. Lincolnway. The item had gone before the Committee of the Whole previously on February 6, 2023 at which time the Board directed Staff to put together a draft agreement. Administrator Bosco stated that should the Board have no issues with the draft agreement it would then go before the Village Board for approval.

Director Toth stated that the property owner was seeking \$66,167 to the Illinois Department of Transportation for release of access control to allow for a right-in, right-out curb cut. Toth stated that at the previous Committee of the Whole, there was not full support from the Village Board for the request, however there was support to move forward with a draft agreement as long as there were no additional

monetary funds that were being sought by the current property owner moving forward in the future. That was one of the provisions in the agreement as well as the agreement only applies to the property owner and does not run with the land. In addition, if the fee required by IDOT for the release of access is more than the \$66,167 requested by the property owner, it would be the burden of the property owner to make the additional payment. If the payment required is less, the difference would be paid back to the Village. There will be a three year stipulation, if there is no action taken on the Route 31 access within three years, the Village will have the right to request the funding back from the State.

Trustee Niedzwiedz asked if the funds were going to go to the property owner or directly to the State, Toth replied that it would be paid to the State.

Trustee Christiansen asked how this action would benefit the Village. Director Toth stated that it was a commercial property in a TIF district, it had had commercial interest in the past but given the lack of access to the property the developers abandoned the deal. Toth explained that it was a rare and time consuming process to reacquire access control from the State. Acquiring the access makes the property ready for development.

Christiansen asked if this would be something that the land owner would pay the Village back if the property sold. Toth stated that there was no requirement for reimbursement in the agreement, however if the property were to be developed, it would be under the Route 31 TIF district, however it would be unlikely to recoup the TIF funds but then it comes on the tax bill eventually as well as any sales tax that derive from the business if it happens to be retail. There are potential financial benefits, long term.

Trustee Salazar asked what the property was zoned for. Toth stated the B-3 district.

The Village Board were in unanimous approval of the item.

#### EXECUTIVE SESSION -

- 1. Property Acquisition
- 2. Review of the Executive Session Minutes Dated 11/07/2022 Part 1, 11/07/2022 Part 2, 11/21/2022 Part 1, 11/21/2022 Part 2, 12/05/2022, 02/06/2023, 03/20/2023 Part 1, 03/20/2023 Part 2, 04/17/2023
- 3. Review of the Release of Executive Session Minutes

#### ADJOURNMENT TO EXECUTIVE SESSION

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

#### **RETURN FROM EXECUTIVE SESSION**

#### CALL TO ORDER

Mayor Gaffino called the meeting to order.

#### ROLL CALL

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

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

#### **ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins Village Clerk

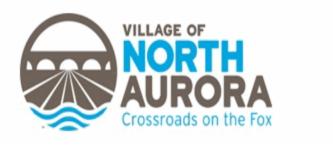
# Accounts Payable

To Be Paid Proof List

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 ablaser

 Printed:
 05/04/2023 - 12:57PM

 Batch:
 00503.05.2023



<b>Invoice Number</b>	<b>Invoice Date</b>	Amount	Quantity	<b>Payment Date</b>	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
Ritchie Bros. Auctioneers 468343 220121222246 01-445-4511 Vehicle Re	5/1/2023	2,500.00	0.00	05/04/2023 Sand Blast, Paint- T	Fruck #170			No	0
	-220121222246 Total:	2,500.00							
	Ritchie Bros. Auctioneers (	2,500.00							
	Report Total:	2,500.00							

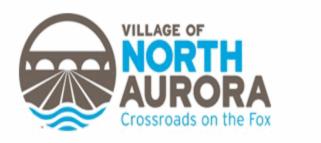
# Accounts Payable

To Be Paid Proof List

 User:
 ablaser

 Printed:
 05/11/2023 - 11:39AM

 Batch:
 00502.052023



Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number					Description	Reference			
ADT 048240 04112023 01-445-4520 Public Bu	uildings Rpr & Mtc	4/11/2023 Se	293.46	0.00	05/15/2023 Security Alarm 4/29 - 7/29- VH			No	0
	04112023 Total	:	293.46						
	ADT Total:	-	293.46						
Aflac 030540 628246 01-000-2053 AFLAC		4/27/2023	329.64	0.00	05/15/2023 AFLAC- April 2023			No	0
	628246 Total:		329.64						
	Aflac Total:	-	329.64						
AIM 046510 1000549 01-430-4267 Finance S	Services	5/1/2023	147.00	0.00	05/15/2023 Flex125- April			No	0
	1000549 Total:	-	147.00						
	AIM Total:	-	147.00						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
Allen & Marianne Crock 468425 04242023 60-320-3340 Water Co	4/24/2023	87.76	0.00	05/15/2023 Water Credit Refund			No	0
		87.76						
	Allen & Marianne Crock T	87.76						
Amundsen Davis, LLC 039030 713482 01-430-4260 Legal	4/26/2023	684.00	0.00	05/15/2023 Legal Services- March 23, 2023			No	0
	713482 Total:	684.00						
	Amundsen Davis, LLC Tot	684.00						
Anderson Pest Solutions 019770 33194087 01-445-4520 Public Bu	3/5/2023	98.45	0.00	05/15/2023 Pest Control- PD			No	0
	- 33194087 Total:	98.45						
36144254 01-445-4520 Public Bu	4/2/2023 uildings Rpr & Mtce	103.95	0.00	05/15/2023 Pest Control- VH			No	0
	- 36144254 Total:	103.95						
36146202 01-445-4520 Public Bu	4/2/2023 uildings Rpr & Mtce	98.45	0.00	05/15/2023 Pest Control- PD			No	0
	- 36146202 Total:	98.45						
45056794 60-445-4567 Treatmen	5/7/2023 t Plant Repair/Maint	91.95	0.00	05/15/2023 Pest Control- TPs			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	- 45056794 Total:	91.95						
	- Anderson Pest Solutions To	392.80						
APWA								
031630 04272023 01-445-4390 Dues & M	4/27/2023 leetings	229.00	0.00	05/15/2023 Annual Membership- Richter			No	0
	04272023 Total:	229.00						
	APWA Total:	229.00						
ASCAP 041230 04202023 15-430-4751 North Auro	4/20/2023 ora Days Expenses	431.25	0.00	05/15/2023 Annual License Fee 2023			No	0
		431.25						
	-ASCAP Total:	431.25						
AT&T Mobility 468386 287322262477 01-441-4652 Phones and	4/19/2023 d Connectivity	14.14	0.00	05/15/2023 Cell Phone 3/20 - 4/19			No	0
	- 287322262477 Total:	14.14						
287322277733 01-445-4652 Phones and	4/19/2023 d Connectivity	522.51	0.00	05/15/2023 Cell Phone 3/20 - 4/19			No	0
	287322277733 Total:	522.51						
287322279371 60-445-4652 Phones and	4/19/2023 d Connectivity	219.25	0.00	05/15/2023 Cell Phone 3/20 - 4/19			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
		219.25						
	AT&T Mobility Total:	755.90						
Aurora Area Convention 003770 05042023 15-430-4752 90% Tour	5/4/2023	622.41	0.00	05/15/2023 North Aurora Inn/ March 2023			No	0
		622.41						
	Aurora Area Convention To	622.41						
Aurora Fastprint 029610 39695-01 01-430-4507 Printing	4/17/2023	49.63	0.00	05/15/2023 Business Cards- Toth			No	0
		49.63						
39695-02 60-445-4507 Printing	4/17/2023	485.94	0.00	05/15/2023 Water Dept Tickets			No	0
		485.94						
39695-03 01-445-4511 Vehicle R	4/17/2023 epair and Maint	49.63	0.00	05/15/2023 Business Cards- Richter			No	0
		49.63						
39695-04 01-410-4411 Office Ex	4/17/2023 penses	52.91	0.00	05/15/2023 Business Cards- Christiansen			No	0
		52.91						
	Aurora Fastprint Total:	638.11						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date T	ask Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
Aurora Regional 034120 241119 01-410-4390 Dues & M	4/20/2023 (eetings	150.00	0.00	05/15/2023 Chamber Of Excellence	Registration- Gaffino			No	0
	241119 Total:	150.00							
	Aurora Regional Total:	150.00							
Batteries Plus Bulbs 468004 P616999309 01-445-4511 Vehicle Re	4/20/2023 epair and Maint	56.75	0.00	05/15/2023 Mower Battery				No	0
	P616999309 Total:	56.75							
	Batteries Plus Bulbs Total:	56.75							
Borekci Real Estate, LLC 468158 5102023 01-490-4781 Sales Tax	5/10/2023	24,676.10	0.00	05/15/2023 NATC Rebate Dec 22 - 1	Feb 23/ Inline 100%			No	0
	5102023 Total:	24,676.10							
	Borekci Real Estate, LLC T	24,676.10							
Brandt Excavating Inc 468418 04242023 60-445-4568 Watermair	4/24/2023 n Rprs. & Rplcmts.	10,200.00	0.00	05/15/2023 Emergency Lead Service	e Line Replacement			No	0
	04242023 Total:	10,200.00							
	Brandt Excavating Inc Tota	10,200.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
Camic Johnson, LTD. 03989 *** <b>148</b> 01-440-4260 Legal	4/27/2023	350.00	0.00	05/15/2023 Adjudication- 4/19/23			No	0
	148 Total:	350.00						
	Camic Johnson, LTD. Tota	350.00						
Cargill, Inc. 039780 2908168256 10-445-4439 Salt	4/14/2023	12,412.88	0.00	05/15/2023 Road Salt			No	0
	- 2908168256 Total:	12,412.88						
2908174072 10-445-4439 Salt	4/17/2023	18,590.87	0.00	05/15/2023 Road Salt			No	0
	- 2908174072 Total:	18,590.87						
2908206886 10-445-4439 Salt	4/27/2023	10,352.48	0.00	05/15/2023 Road Salt			No	0
	- 2908206886 Total:	10,352.48						
2908211234 10-445-4439 Salt	4/28/2023	10,411.80	0.00	05/15/2023 Road Salt			No	0
	- 2908211234 Total:	10,411.80						
2908220159 10-445-4439 Salt	5/2/2023	4,107.98	0.00	05/15/2023 Road Salt			No	0
	2908220159 Total:	4,107.98						
	- Cargill, Inc. Total:	55,876.01						

Invoice Number	Invoice Da	te Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
Chicago Communication 468149 343686 71-430-4869 Vehicles	as LLC 4/28/2023	2,721.94	0.00	05/15/2023 New Squad Installs			No	0
	343686 Total:	2,721.94						
343687 01-440-4511 Vehicle Ro	4/28/2023 epair and Maint	69.23	0.00	05/15/2023 Squad Repair			No	0
	343687 Total:	69.23						
343688 01-440-4511 Vehicle Ro	4/28/2023 epair and Maint	2,263.42	0.00	05/15/2023 EMA Vehicles			No	0
	343688 Total:	2,263.42						
	Chicago Communications L	5,054.59						
Cintas Corporation 041590 4153547759 01-445-4520 Public Bu	4/25/2023 ildings Rpr & Mtce	57.50	0.00	05/15/2023 Rug & Towel Cleaning- PW Garage			No	0
	4153547759 Total:	57.50						
5155454572 01-445-4870 Equipmen	4/25/2023	100.77	0.00	05/15/2023 First Aid Supplies- PW Garage			No	0
	5155454572 Total:	100.77						
	Cintas Corporation Total:	158.27						
CivicPlus, LLC 468290 259816 01-410-4260 Legal	6/1/2023	1,300.00	0.00	05/15/2023 Support Fee 6/1/23 - 5/31/23			No	0

Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number					Description	Reference			
260644 01-410-4260 Legal	259816 Total:	4/28/2023	1,300.00 328.99	0.00	05/15/2023 Code Ordinance Supplemental Pages			No	0
01-410-4200 Legal	260644 Total:		328.99		Code Ordinance Supportential Lages				
	CivicPlus, LLC	Total:	1,628.99						
Clarke Environmental M 000300 001027918 01-445-4521 Mosquito	-	4/25/2023	16,225.00	0.00	05/15/2023 Mosquito Control 2023- Pay #3			No	0
	001027918 Tota	ıl:	16,225.00						
	Clarke Environr	mental Mos	16,225.00						
Coffman Truck Sales, In 000320 438792 01-445-4511 Vehicle R		4/17/2023	40.00	0.00	05/15/2023 Safety Test- Truck #147			No	0
438797	438792 Total:	4/17/2023	40.00 40.00	0.00	05/15/2023			No	0
01-445-4511 Vehicle R	Repair and Maint				Safety Test- Truck #165				
	438797 Total:		40.00						
439029 01-445-4511 Vehicle R	Repair and Maint	4/17/2023	40.00	0.00	05/15/2023 Safety Test- Truck #177			No	0
	439029 Total:		40.00						
439041 01-445-4511 Vehicle R	Repair and Maint	4/17/2023	40.00	0.00	05/15/2023 Safety Test- Truck #178			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	439041 Total:	40.00						
	Coffman Truck Sales, Inc.	160.00						
Commercial Tire Service 038680 3330038980	es, Inc. 4/18/2023	1,273.56	0.00	05/15/2023			No	0
01-445-4511 Vehicle R	epair and Maint			New Tires (2), Balance Mount- Truck #170				
		1,273.56						
3330038981 01-445-4511 Vehicle R	4/18/2023 epair and Maint	310.00	0.00	05/15/2023 Mowing Trailer Tire Disposal (4)			No	0
		310.00						
3330038982 60-445-4511 Vehicle R	4/18/2023 epair and Maint	819.72	0.00	05/15/2023 New Tires (4)- Truck #129			No	0
	3330038982 Total:	819.72						
	- Commercial Tire Services,	2,403.28						
Commonwealth Edison								
000330 *** <b>0795092063</b> 10-445-4660 Street Lig	4/18/2023 hting and Poles	8.90	0.00	05/15/2023 Street Lights/ 355 Moorfield			No	0
	0795092063 Total:	8.90						
*** <b>0903075187</b> 10-445-4660 Street Lig	4/18/2023 hting and Poles	8.90	0.00	05/15/2023 Street Lights/ 1197 Comiskey			No	0
	0903075187 Total:	8.90						
*** <b>1425064018</b> 10-445-4660 Street Lig	4/18/2023 hting and Poles	101.44	0.00	05/15/2023 Street Lights/ Rt56 & Rt25			No	0

Invoice Number	<b>Invoice Date</b>	Amount	Quantity	Payment Date Task Label	Туре	PO #	<b>Close PO</b>	Line #
Account Number				Description	Reference			
14	- 25064018 Total:	101.44						
*** <b>1743032047</b> 10-445-4660 Street Lighting	4/18/2023	8.90	0.00	05/15/2023 Street Lights/ 1193 Comiskey			No	0
174	- 43032047 Total:	8.90						
*** <b>3771153008</b> 10-445-4660 Street Lighting	4/18/2023 and Poles	1,761.34	0.00	05/15/2023 Street Lights			No	0
37'	– 71153008 Total:	1,761.34						
*** <b>4007024020</b> 10-445-4660 Street Lighting	4/17/2023 and Poles	2,703.54	0.00	05/15/2023 Street Lights/ 211 River Rd			No	0
400		2,703.54						
Co	- mmonwealth Edison To	4,593.02						
Core & Main 039040 S681967 60-445-4565 Water Well Rpr	4/18/2023 : & Mtce	142.50	0.00	05/15/2023 3"x24" Galv Steel Nipple (2)			No	0
S6	– 81967 Total:	142.50						
Со	- ore & Main Total:	142.50						
CoStar Realty Information, In 050180	с.							
120313185 01-441-4390 Dues & Meetin	4/5/2023 gs	5,493.96	0.00	05/15/2023 CoStar Subscription 4/1/23 - 3/31/24			No	0
120		5,493.96						
Со	-Star Realty Information,	5,493.96						

Invoice Number	Invoice Date	e Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
DACRA Adjudication S 467842 DT 2023-04-1683 01-440-4510 Equipmen	4/30/2023	1,850.00	0.00	05/15/2023 Adjudication- April 2023			No	0
	DT 2023-04-1683 Total:	1,850.00						
	DACRA Adjudication Syst	1,850.00						
Donald E Morris Archite 468287 04302023 01-441-4276 Inspection	4/30/2023	3,384.37	0.00	05/15/2023 Building Plan Review- April 2023			No	0
	04302023 Total:	3,384.37						
	Donald E Morris Architect	3,384.37						
Drendel & Jansons Law 028580 5294 01-445-4260 Legal	Group 3/31/2023	783.25	0.00	05/15/2023 Legal Srvcs- Public Works/ March 2023			No	0
	5294 Total:	783.25						
5300 01-441-4260 Legal	3/31/2023	1,881.75	0.00	05/15/2023 Legal Srvcs- CommDev Works/ March 2023			No	0
	5300 Total:	1,881.75						
5302 01-430-4260 Legal	3/31/2023	848.25	0.00	05/15/2023 Legal Srvcs- Liquor/ March 2023			No	0
	5302 Total:	848.25						
5466 01-430-4260 Legal	3/31/2023	1,813.50	0.00	05/15/2023 Legal Srvcs- General, Fin, Admin/ March 2023			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	- 5466 Total:	1,813.50						
	- Drendel & Jansons Law Gr	5,326.75						
Dynegy Energy Services 048750 146531123041-01 60-445-4662 Utility	4/20/2023	7,445.25	0.00	05/15/2023 Well #9 3/20 - 4/17			No	0
	- 146531123041-01 Total:	7,445.25						
146531123041-02 60-445-4662 Utility	4/20/2023	6,881.99	0.00	05/15/2023 Well #7 3/10 - 4/9			No	0
	- 146531123041-02 Total:	6,881.99						
146531123041-03 60-445-4662 Utility	4/20/2023	9,140.72	0.00	05/15/2023 Well #4/ WTP 3/9 - 4/6			No	0
	- 146531123041-03 Total:	9,140.72						
146531123041-04 60-445-4662 Utility	4/20/2023	3,533.07	0.00	05/15/2023 Well #5/ETP 3/10 - 4/9			No	0
	- 146531123041-04 Total:	3,533.07						
146531123041-05 60-445-4662 Utility	4/20/2023	4,933.20	0.00	05/15/2023 Well #8 3/8 - 4/5			No	0
		4,933.20						
146531123041-06 60-445-4662 Utility	4/20/2023	3,923.30	0.00	05/15/2023 Well #6 3/7 - 4/4			No	0
	146531123041-06 Total:	3,923.30						
	- Dynegy Energy Services To	35,857.53						

Engineering Enterprises, Inc.

AP-To Be Paid Proof List (05/11/2023 - 11:39 AM)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	<b>Close PO</b>	Line #
Account Number				Description	Reference			
467917 76981 21-450-4255 Engineerin	4/27/2023	1,573.25	0.00	05/15/2023 Orchard Gateway Ph1/ March 2023			No	0
	76981 Total:	1,573.25						
76982 60-463-4255 Engineerin	4/27/2023	370.00	0.00	05/15/2023 Well #5 Modifications/ March 2023			No	0
	76982 Total:	370.00						
76983 21-450-4255 Engineerin	4/27/2023	1,036.50	0.00	05/15/2023 2022 Road Resurfacing Ph3/ March 2023			No	0
	76983 Total:	1,036.50						
76984 60-445-4255 Engineerin	4/27/2023	527.25	0.00	05/15/2023 LSLR Program Plan/ March 2023			No	0
	76984 Total:	527.25						
76985 60-445-4255 Engineerin	4/27/2023	9,664.00	0.00	05/15/2023 Water System Model/ March 2023			No	0
	76985 Total:	9,664.00						
76986 60-445-4255 Engineerin	4/27/2023	5,869.23	0.00	05/15/2023 Source Water Protection Plan/ March 2023			No	0
	76986 Total:	5,869.23						
76987 21-450-4255 Engineerin	4/27/2023	8,521.68	0.00	05/15/2023 Orchard Gateway Ph2/ March 2023			No	0
	76987 Total:	8,521.68						
	Engineering Enterprises, In	27,561.91						
Feece Oil 031060								
3969011	4/18/2023	1,117.06	0.00	05/15/2023			No	0

Invoice Number	Invoice Dat	e Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
71-000-1340 Gas/Diese	el Escrow			Diesel Fuel				
	3969011 Total:	1,117.06						
3969012 71-000-1340 Gas/Diese	4/18/2023 el Escrow	5,063.52	0.00	05/15/2023 Mid-Grade Fuel			No	0
	3969012 Total:	5,063.52						
3972952 71-000-1340 Gas/Diese	5/2/2023 el Escrow	5,535.38	0.00	05/15/2023 Mid-Grade Fuel			No	0
	3972952 Total:	5,535.38						
3972953 71-000-1340 Gas/Diese	5/2/2023 el Escrow	876.97	0.00	05/15/2023 Diesel Fuel			No	0
	3972953 Total:	876.97						
	Feece Oil Total:	12,592.93						
Fox Metro Water Reclan	nation							
000170 04252023 18-445-4570 Sewers R	4/25/2023 pr & Mtce	7,224.31	0.00	05/15/2023 Alder Sewer Backup			No	0
	04252023 Total:	7,224.31						
	Fox Metro Water Reclamat	7,224.31						
FOX METRO WRD 045480 *** <b>N02-0164</b> 01-445-4662 Utility	4/24/2023	71.40	0.00	05/15/2023 Sewer Bill- PD 1/31 - 3/31			No	0
	N02-0164 Total:	71.40						
*** <b>N02-5182</b> 01-445-4662 Utility	4/24/2023	35.70	0.00	05/15/2023 Sewer Bill- PD 1/31 - 3/31			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	N02-5182 Total:	35.70						
*** <b>N02-5784</b> 01-445-4662 Utility	4/24/2023	214.20	0.00	05/15/2023 Sewer Bill- PD 1/31 - 3/31			No	0
	N02-5784 Total:	214.20						
	FOX METRO WRD Total:	321.30						
Global Water Technolog 467862	gy, Inc.							
87010 01-445-4520 Public Bu	4/15/2023 uildings Rpr & Mtce	210.00	0.00	05/15/2023 Monthly Water Treatment- VH & PD/ April 2023			No	0
	87010 Total:	210.00						
	Global Water Technology,	210.00						
Grainger 031900 9685146582 60-445-4799 Misc. Exp	4/24/2023 penditures	514.75	0.00	05/15/2023 Hard Hats (10), Ear Plugs (2), Chin Strap (1)			No	0
	9685146582 Total:	514.75						
9689047893 60-445-4799 Misc. Exp	4/27/2023 penditures	429.05	0.00	05/15/2023 Hard Hats (5), Ear Plugs (4), Storage Bins(8)			No	0
	9689047893 Total:	429.05						
	Grainger Total:	943.80						
Hach Company 014100 13552745	4/20/2023	215.22	0.00	05/15/2023			No	0
60-445-4562 Testing (v	water)			Drying Rack For Lab				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	13552745 Total:	215.22						
13560011	4/27/2023	215.22	0.00	05/15/2023			No	0
60-445-4562 Testing (				PH Buffer Solution				
	13560011 Total:	256.34						
	Hach Company Total:	471.56						
Houseal Lavigne Assoc	ciates, LLC							
467756 6205	4/30/2023	2,275.00	0.00	05/15/2023			No	0
01-441-4280 Consulti	ing Fees			Comprehensive Plan Updates				
	6205 Total:	2,275.00						
	Houseal Lavigne Associate	2,275.00						
ILLCO Inc.								
040110 1413940	4/14/2023	126.20	0.00	05/15/2023			No	0
60-445-4565 Water W	/ell Rpr & Mtce			3" Galv Elbow				
	1413940 Total:	126.20						
	ILLCO Inc. Total:	126.20						
Industrial Door Compa 044430	iny							
119441	3/31/2023	508.00	0.00	05/15/2023			No	0
01-445-4520 Public B	Buildings Rpr & Mtce			Sally Port Door Repair- PD				
	119441 Total:	508.00						
119475 01-445-4530 Public G	3/31/2023 Grounds/Parks Maint	1,434.56	0.00	05/15/2023 Parking Lot Gate Repair- PD			No	0
				5 I				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
		1,434.56						
	- Industrial Door Company T	1,942.56						
Interactive Building So	olutions, LLC							
050600 109277 01-445-4520 Public B	4/14/2023 Buildings Rpr & Mtce	780.00	0.00	05/15/2023 HVAC Repair- PD			No	0
	109277 Total:	780.00						
	- Interactive Building Soluti	780.00						
Intergovernmental Pers 467637	sonnel Benefit Cooperative							
05092023-01 01-440-4130 Health In	5/9/2023 nsurance	38,589.63	0.00	05/15/2023 Health Insurance- PD/ May 2023			No	0
	- 05092023-01 Total:	38,589.63						
05092023-02 01-430-4130 Health In	5/9/2023 nsurance	5,879.91	0.00	05/15/2023 Health Insurance- Admin/ May 2023			No	0
	- 05092023-02 Total:	5,879.91						
05092023-03 01-430-4132 PSEBA	5/9/2023 Health Insurance	2,230.91	0.00	05/15/2023 Health Insurance- PSEBA/ May 2023			No	0
	05092023-03 Total:	2,230.91						
05092023-04 01-441-4130 Health In	5/9/2023 nsurance	5,199.14	0.00	05/15/2023 Health Insurance- CommDev/ May 2023			No	0
	05092023-04 Total:	5,199.14						
05092023-05 01-445-4130 Health In	5/9/2023 nsurance	12,348.01	0.00	05/15/2023 Health Insurance- PW/ May 2023			No	0

Invoice Number	Invoice	Date Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	05092023-05 Total:	12,348.01						
05092023-06 60-445-4130 Health In	5/9/2023	10,051.95	0.00	05/15/2023 Health Insurance- Water/ May 2023			No	0
	05092023-06 Total:	10,051.95						
05092023-07 01-000-2055 Payroll D	5/9/2023 Deductions	1,165.41	0.00	05/15/2023 Health Insurance- Retirees/ May 2023			No	0
	05092023-07 Total:	1,165.41						
05092023-08 01-000-2055 Payroll D	5/9/2023 Deductions	4,121.48	0.00	05/15/2023 Health Insurance- Police Pension/ May 2023			No	0
	05092023-08 Total:	4,121.48						
05092023-09 01-430-4136 Dental In	5/9/2023 surance	185.22	0.00	05/15/2023 Dental Insurance- Admin/ May 2023			No	0
	05092023-09 Total:	185.22						
05092023-10 01-441-4136 Dental In	5/9/2023 surance	82.92	0.00	05/15/2023 Dental Insurance- CommDev/ May 2023			No	0
	05092023-10 Total:	82.92						
05092023-11 01-440-4136 Dental In	5/9/2023 surance	929.13	0.00	05/15/2023 Dental Insurance- PD/ May 2023			No	0
	05092023-11 Total:	929.13						
05092023-12 01-445-4136 Dental In	5/9/2023 surance	324.16	0.00	05/15/2023 Dental Insurance- PW/ May 2023			No	0
	05092023-12 Total:	324.16						
05092023-13 60-445-4136 Dental In	5/9/2023 surance	201.66	0.00	05/15/2023 Dental Insurance- Water/ May 2023			No	0
	05092023-13 Total:	201.66						

Invoice Number	<b>Invoice Date</b>	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
05092023-14 01-000-2054 Insurance E	5/9/2023 Employee Reimburse	1,945.50	0.00	05/15/2023 Dental Insurance- Employee/ May 2023			No	0
		1,945.50						
05092023-15 01-440-4135 Life Insurar	5/9/2023	63.36	0.00	05/15/2023 Life Insurance- PD/ May 2023			No	0
	- 05092023-15 Total:	63.36						
05092023-16 01-445-4135 Life Insurar	5/9/2023	22.88	0.00	05/15/2023 Life Insurance- PW/ May 2023			No	0
		22.88						
05092023-17 01-430-4135 Life Insurar	5/9/2023	10.56	0.00	05/15/2023 Life Insurance- Admin/ May 2023			No	0
	- 05092023-17 Total:	10.56						
05092023-18 01-441-4135 Life Insurat	5/9/2023	8.80	0.00	05/15/2023 Life Insurance- CommDev/ May 2023			No	0
	- 05092023-18 Total:	8.80						
05092023-19 60-445-4135 Life Insurar	5/9/2023	10.56	0.00	05/15/2023 Life Insurance- Water/ May 2023			No	0
	- 05092023-19 Total:	10.56						
05092023-20 01-000-2056 VSP - Emp	5/9/2023 loyee Contributions	793.22	0.00	05/15/2023 Vision/ May 2023			No	0
	- 05092023-20 Total:	793.22						
05092023-21 01-000-2052 Voluntary L	5/9/2023 Life Insurance	440.19	0.00	05/15/2023 Voluntary Life/ May 2023			No	0
	05092023-21 Total:	440.19						
	- Intergovernmental Personn	84,604.60						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
Jaime Gutierrez 047990								
05112023-01	5/11/2023	225.00	0.00	05/15/2023			No	0
01-490-4759 Communit	ty Events			DJ Service- 6/3 Kite Event/ Final				
	05112023-01 Total:	225.00						
05112023-02	5/11/2023	300.00	0.00				No	0
01-490-4759 Communit	ty Events			DJ Service- 5/25 Food Truck Event/ Final				
	05112023-02 Total:	300.00						
	Jaime Gutierrez Total:	525.00						
		020100						
Jerry & Sandra Kube								
468424 04242023-01	4/24/2023	16.00	0.00	05/15/2023			No	0
60-320-3340 Water Col	llections			Water Credit Refund				
	04242023-01 Total:	16.00						
04242023-02	4/24/2023	0.30	0.00	05/15/2023			No	0
18-320-3350 Sewer Col	llection			Sewer Maint Credit Refund				
	04242023-02 Total:	0.30						
	-							
	Jerry & Sandra Kube Total	16.30						
JVM Randal Highlands								
468218 04242023	4/24/2023	172 70	0.00	05/15/2023			No	0
60-320-3340 Water Col		172.79	0.00	Water Credit Refund			INO	0
	- 04242023 Total:	172.79						
	v-12-72023 10tal.	1/2.19						
	JVM Randal Highlands To	172.79						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
Kane County Division of 036170 T-FY23-Q1-009 01-445-4545 Traffic Sig	4/25/2023	184.05	0.00	05/15/2023 Traffic Light Maintenance- 1st Quarter			No	0
	- T-FY23-Q1-009 Total:	184.05						
	- Kane County Division of T	184.05						
Kane County Treasurer 030330 15-04-206-017 19-438-4799 Misc. Expo	5/2/2023 enditures	14,226.08	0.00	05/15/2023 2022 Property Tax/ 23 N Lincolnway			No	0
	15-04-206-017 Total:	14,226.08						
15-04-206-018 19-438-4799 Misc. Expo	5/2/2023 enditures	1,333.48	0.00	05/15/2023 2022 Property Tax/ 23 N Lincolnway			No	0
		1,333.48						
15-04-206-019 19-438-4799 Misc. Expe	5/2/2023 enditures	982.66	0.00	05/15/2023 2022 Property Tax/ 23 N Lincolnway			No	0
		982.66						
	- Kane County Treasurer Tot	16,542.22						
Konica Minolta 024860 9009260702 01-430-4411 Office Exp	4/12/2023	66.25	0.00	05/15/2023 AP Printer Usage 2/21 - 3/17			No	0
	- 9009260702 Total:	66.25						
9009260703 01-430-4411 Office Exp	4/12/2023 benses	9.99	0.00	05/15/2023 AP Printer Maint 3/21 - 4/20			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	- 9009260703 Total:	9.99						
9009301109 01-445-4411 Office Exp	5/1/2023	125.51	0.00	05/15/2023 Copier Maint 4/2 - 5/1 PW Garage			No	0
	9009301109 Total:	125.51						
	- Konica Minolta Total:	201.75						
Kristen Lohrstorfer 032280 05032023 01-440-4380 Training	5/3/2023	92.14	0.00	05/15/2023 ARIDE Training Reimbursement			No	0
	05032023 Total:	92.14						
	- Kristen Lohrstorfer Total:	92.14						
Matthew Nordstrom 467761 04272023 01-440-4370 Conference	4/27/2023 ces & Travel	406.65	0.00	05/15/2023 Conference Reimbursement			No	0
	- 04272023 Total:	406.65						
	Matthew Nordstrom Total:	406.65						
Meade Electric Company 027140 704470 01-445-4545 Traffic Sig	4/24/2023	1,156.03	0.00	05/15/2023 Traffic Light- Randall & Oak			No	0
	- 704470 Total:	1,156.03						
704641 01-445-4545 Traffic Sig	5/3/2023 gns & Signals	120.80	0.00	05/15/2023 Cable Locate- Randall & Oak			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	- 704641 Total:	120.80						
	Meade Electric Company,	1,276.83						
Menards 016070 5086-01 60-445-4567 Treatmer	4/20/2023 nt Plant Repair/Maint	30.40	0.00	05/15/2023 Supplies, Bleach, Binder			No	0
5086-02 60-445-4799 Misc. Ex		30.40 47.97	0.00	05/15/2023 Vests (3)			No	0
5122 01-445-4520 Public B	- 5086-02 Total: 4/21/2023	47.97 7.98	0.00	05/15/2023 Caulk, Caulk Gun			No	0
01-445-4520 I ubite B	5122 Total:	7.98						
5150-01 60-445-4799 Misc. Ex	4/21/2023	21.21	0.00	05/15/2023 Pipe Plugs			No	0
5150-02 60-445-4799 Mise. Ex	5150-01 Total: 4/21/2023 spenditures	21.21 8.84	0.00	05/15/2023 1/2" Fitting			No	0
	5150-02 Total:	8.84						
5280 60-445-4799 Misc. Ex	4/24/2023 ependitures	-21.21	0.00	05/15/2023 Pipe Plugs- Return			No	0
	5280 Total:	-21.21						
5282 60-445-4567 Treatmen	4/24/2023 nt Plant Repair/Maint	24.98	0.00	05/15/2023 Surge Protector, Anchors			No	0

Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	<b>Close PO</b>	Line #
Account Number					Description	Reference			
5290	5282 Total:	4/24/2023	24.98 169.98	0.00	05/15/2023			No	0
01-445-4511 Vehicle Repair and Maint				Golf Cart Tire (2)					
5314	5290 Total:	4/24/2023	169.98 50.63	0.00	05/15/2023			No	0
	01-445-4411 Office Expenses		50.05	0.00	Paper Towels, Paper Plates- PW Garage			NO	0
	5314 Total:		50.63						
5743 01-445-4870 Equipme	ent	5/1/2023	15.49	0.00	05/15/2023 Toolbox			No	0
	5743 Total:		15.49						
920-04 01-445-4411 Office E	xpenses	2/8/2023	0.40	0.00	05/15/2023 Custodial Supplies Short-Pay			No	0
	920-04 Total:		0.40						
	Menards Total:	-	356.67						
Metro West COG 032210 5034 01-410-4390 Dues & 1	Meetings	4/27/2023	9,130.50	0.00	05/15/2023 Council Of Government Dues 5/1/23 - 4/30/24			No	0
	5034 Total:	-	9,130.50						
	Metro West CC	G Total:	9,130.50						
METRONET 467874 04242023-01 01-430-4652 Phones a	and Connectivity	4/24/2023	857.82	0.00	05/15/2023 Phone, Internet 4/24 - 5/23			No	0

Invoice Number	Invoi	ce Date Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	04242023-01 Total:	857.82						
04242023-02 01-445-4652 Phones a	4/24/2 and Connectivity	023 682.06	0.00	05/15/2023 Phone, Internet 4/24 - 5/23			No	0
	04242023-02 Total:	682.06						
04242023-03 60-445-4652 Phones a	4/24/2 and Connectivity	023 770.96	0.00	05/15/2023 Phone, Internet 4/24 - 5/23			No	0
	04242023-03 Total:	770.96						
04242023-04 01-441-4652 Phones a	4/24/2 and Connectivity	023 637.85	0.00	05/15/2023 Phone, Internet 4/24 - 5/23			No	0
	04242023-04 Total:	637.85						
04242023-05 01-440-4652 Phones and	4/24/2 and Connectivity	023 1,820.52	0.00	05/15/2023 Phone, Internet 4/24 - 5/23			No	0
	04242023-05 Total:	1,820.52						
	METRONET Total:	4,769.21						
Midwest Occupational 051110	Health M.S.							
211428 01-445-4799 Misc. Ex	5/1/20 xpenditures	23 250.00	0.00	05/15/2023 Admin Fee For Random Testing			No	0
	211428 Total:	250.00						
	Midwest Occupational l	Hea 250.00						
Midwest Trading 029150 1513166	4/26/2	023 575.80	0.00	05/15/2023			No	0
01-490-4761 Beautific	cation Committee			Potting Soil				

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	I513166 Total:	575.80						
	Midwest Trading Total:	575.80						
Mooney & Thomas, Pc 001040								
9215980	3/31/2023	850.00	0.00	05/15/2023			No	0
01-430-4267 Finance Se	ervices			Payroll Processing- March 2023				
	9215980 Total:	850.00						
9215982 80-430-4581 Banking S	3/31/2023 Services/Fees	75.00	0.00	05/15/2023 Police Pension Payment- April 2023			No	0
-	9215982 Total:	75.00						
	Mooney & Thomas, Pc Tot	925.00						
Motorola Solutions- STA	RCOM21							
002980 7336520230301	4/1/2023	16.66	0.00	05/15/2023			No	0
01-440-4652 Phones and Connectivity				STARCOM- April 2023				
	7336520230301 Total:	16.66						
	Motorola Solutions- STAR	16.66						
MSC Industrial Supply								
051190 30168147	4/18/2023	79.91	0.00	05/15/2023			No	0
01-445-4870 Equipmen	t			Disposable Gloves				
	30168147 Total:	79.91						
	MSC Industrial Supply Tot	79.91						

Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number					Description	Reference			
NA Townhomes 467870 04262023 60-320-3340 Water Coll	lections	4/26/2023	277.99	0.00	05/15/2023 Water Credit Refund			No	0
	04262023 Total	l:	277.99						
	NA Townhomes	s Total:	277.99						
North Aurora NAPA, Inc. 038730 436623 01-445-4511 Vehicle Re		4/12/2023	115.16	0.00	05/15/2023 Air Filter- Truck #170			No	0
	436623 Total:		115.16						
436629 01-445-4870 Equipment	t	4/12/2023	82.99	0.00	05/15/2023 PW Tools			No	0
	436629 Total:		82.99						
436794 01-445-4511 Vehicle Re	pair and Maint	4/14/2023	158.83	0.00	05/15/2023 Fuel & Oil Filters			No	0
	436794 Total:		158.83						
436873 01-445-4511 Vehicle Re	epair and Maint	4/14/2023	110.41	0.00	05/15/2023 Transmission Pans (2)- 2014 Ford			No	0
	436873 Total:		110.41						
436876 01-445-4511 Vehicle Re	epair and Maint	4/14/2023	62.90	0.00	05/15/2023 Multi Vehicle ATF (10)- Truck #174			No	0
	436876 Total:		62.90						
436973 01-445-4511 Vehicle Re	epair and Maint	4/17/2023	23.96	0.00	05/15/2023 Flanged Bolt (4)- Truck #174			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
436973 Total:		23.96						
436976	4/17/2023	73.42	0.00	05/15/2023			No	0
01-445-4511 Vehicle Repair and Maint	4/1//2025	/3.42	0.00	Filter Kit- Truck #174			INO	0
436976 Total:		73.42						
437027	4/17/2023	250.46	0.00	05/15/2023			No	0
01-445-4511 Vehicle Repair and Maint				Calipers & Core Deposit- 2014 Ford				
437027 Total:		250.46						
437075	4/18/2023	125.23	0.00	05/15/2023			No	0
01-445-4511 Vehicle Repair and Maint				Caliper & Core Deposit- Truck #174				
437075 Total:		125.23						
437094	4/18/2023	18.33	0.00	05/15/2023			No	0
01-445-4511 Vehicle Repair and Maint				PX Copper Anti-Sieze				
437094 Total:		18.33						
437106	4/18/2023	53.26	0.00	05/15/2023			No	0
01-445-4510 Equipment/IT Maint				Mower Oil (10), Spark Plugs (2)				
437106 Total:		53.26						
437116	4/18/2023	13.78	0.00	05/15/2023			No	0
01-445-4511 Vehicle Repair and Maint				Hydraulic Filter- Truck #170				
437116 Total:		13.78						
437261 01-445-4511 Vehicle Repair and Maint	4/20/2023	125.23	0.00	05/15/2023 Caliper & Core Deposit- 2014 Ford			No	0
437261 Total:		125.23						
437265 01-445-4511 Vehicle Repair and Maint	4/20/2023	8.36	0.00	05/15/2023 Spark Plug			No	0
				10				
437265 Total:		8.36						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
437376 01-445-4511 Vehicle Repair and Maint	4/21/2023	25.38	0.00	05/15/2023 Electrical Connector- 2010 Ford			No	0
437376 Total:		25.38						
437558 01-440-4511 Vehicle Repair and Maint	4/24/2023	42.99	0.00	05/15/2023 Squad Parts			No	0
437558 Total:		42.99						
437617 01-445-4511 Vehicle Repair and Maint	4/25/2023	1,071.09	0.00	05/15/2023 Calipers, Core Deposit- Truck #185			No	0
437617 Total:		1,071.09						
437620 01-445-4511 Vehicle Repair and Maint	4/25/2023	36.40	0.00	05/15/2023 Brake Dust Shield- 2009 Ford			No	0
437620 Total:		36.40						
437652 01-445-4511 Vehicle Repair and Maint	4/25/2023	195.52	0.00	05/15/2023 Dif Brg Cups (2), Wheel Bearings (2)			No	0
437652 Total:		195.52						
437775 01-440-4511 Vehicle Repair and Maint	4/26/2023	47.32	0.00	05/15/2023 Squad Parts			No	0
437775 Total:		47.32						
437859 01-445-4870 Equipment	4/27/2023	6.31	0.00	05/15/2023 Tools			No	0
437859 Total:		6.31						
437901 01-445-4870 Equipment	4/28/2023	197.59	0.00	05/15/2023 Tools			No	0
437901 Total:		197.59						
438083 01-445-4511 Vehicle Repair and Maint	5/1/2023	120.42	0.00	05/15/2023 Compression Fitting			No	0

AP-To Be Paid Proof List (05/11/2023 - 11:39 AM)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	438083 Total:	120.42						
		120.42						
438125 01-445-4870 Equipme	5/1/2023	89.46	0.00	05/15/2023 Hand Wipes, Gloves- Truck #192			No	0
of the toro Equipme	A1V							
	438125 Total:	89.46						
438246	5/3/2023	8.46	0.00				No	0
01-445-4511 Vehicle F	Repair and Maint			Hose Clamps				
	438246 Total:	8.46						
	North Aurora NAPA, Inc. T	3,063.26						
Office Depot								
039370 305890704001-01	4/18/2023	2.27	0.00	05/15/2023			No	0
01-430-4411 Office Ex				Office Supplies				
	305890704001-01 Total:	2.27						
305890704001-02	4/18/2023	2.28	0.00	05/15/2023			No	0
01-445-4411 Office Ex	xpenses			Office Supplies				
	305890704001-02 Total:	2.28						
305890704001-03	4/18/2023	2.28	0.00	05/15/2023			No	0
60-445-4411 Office Ex	xpenses			Office Supplies				
	305890704001-03 Total:	2.28						
305890704001-04	4/18/2023	47.34	0.00	05/15/2023			No	0
01-441-4411 Office Ex	xpenses			Office Supplies				
	305890704001-04 Total:	47.34						
306664467001	4/13/2023	79.99	0.00	05/15/2023			No	0
01-441-4411 Office Ex	xpenses			Office Supplies				

Invoice Number	<b>Invoice Date</b>	Amount	Quantity	Payment Date Task Label	Type Po	O # Close PO	Line #
Account Number				Description	Reference		
3066	- 64467001 Total:	79.99					
309773679001 01-441-4411 Office Expenses	4/25/2023	17.10	0.00	05/15/2023 Office Supplies		No	0
3097	- 73679001 Total:	17.10					
309773768001-01 01-430-4411 Office Expenses	4/25/2023	17.16	0.00	05/15/2023 Office Supplies		No	0
3097	- 73768001-01 Total:	17.16					
309773768001-02 01-445-4411 Office Expenses	4/25/2023	17.16	0.00	05/15/2023 Office Supplies		No	0
3097	– 73768001-02 Total:	17.16					
309773768001-03 60-445-4411 Office Expenses	4/25/2023	17.16	0.00	05/15/2023 Office Supplies		No	0
3097	– 73768001-03 Total:	17.16					
309773768001-04 01-441-4411 Office Expenses	4/25/2023	17.16	0.00	05/15/2023 Office Supplies		No	0
3097		17.16					
Offic	e Depot Total:	219.90					
Peerless Network, Inc 468245 20777 01-440-4652 Phones and Conn	4/15/2023 ectivity	377.04	0.00	05/15/2023 PRI Village/ PD 3/15 - 4/14		No	0
2077	- 7 Total:	377.04					
Peerl	ess Network, Inc Tota	377.04					

#### Pitney Bowes Inc.

AP-To Be Paid Proof List (05/11/2023 - 11:39 AM)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
017470 3106064575 01-440-4505 Postage	4/24/2023	452.13	0.00	05/15/2023 Postage Machine Rental 7/23 - 10/23			No	0
	3106064575 Total:	452.13						
	Pitney Bowes Inc. Total:	452.13						
Priority Products, Inc. 041340 987424 01-445-4511 Vehicle R	4/14/2023 epair and Maint	22.43	0.00	05/15/2023 Auto Bulbs, Fuses			No	0
	-987424 Total:	22.43						
	- Priority Products, Inc. Tota	22.43						
Sebert Landscaping 032840 258246-01 17-004-4533 Maintenan	4/28/2023 nce	1,157.00	0.00	05/15/2023 Mowing- SSA4			No	0
	- 258246-01 Total:	1,157.00						
258246-02 17-008-4533 Maintenar	4/28/2023	1,065.00	0.00	05/15/2023 Mowing- SSA8			No	0
	- 258246-02 Total:	1,065.00						
258246-03 17-009-4533 Maintenar	4/28/2023 nce	331.00	0.00	05/15/2023 Mowing- SSA9			No	0
		331.00						
258246-04 17-011-4533 Maintenar	4/28/2023 nce	29.00	0.00	05/15/2023 Mowing- SSA11			No	0
	258246-04 Total:	29.00						

Invoice Number	<b>Invoice Date</b>	Amount	Quantity	Payment Date Task Label	Type PO #	<b>Close PO</b>	Line #
Account Number				Description	Reference		
258246-05 01-445-4531 Grass Cut	4/28/2023	4,092.00	0.00	05/15/2023 Mowing- Public Property		No	0
		4,092.00					
	- Sebert Landscaping Total:	6,674.00					
Sign-A-Rama 029780							
INV-19571 01-445-4545 Traffic Si	4/25/2023 gns & Signals	432.00	0.00	05/15/2023 No Trespassing Signs		No	0
	INV-19571 Total:	432.00					
	- Sign-A-Rama Total:	432.00					
Sonia Zamora 468422 04242023-01 60-320-3340 Water Coi	4/24/2023 llections	61.40	0.00	05/15/2023 Water Credit Refund		No	0
	- 04242023-01 Total:	61.40					
04242023-02 18-320-3350 Sewer Co	4/24/2023 Ilection	1.65	0.00	05/15/2023 Sewer Maint Credit Refund		No	0
		1.65					
	- Sonia Zamora Total:	63.05					
St. Charles Trading, Inc. 033210 IN2310037 60-445-4438 Salt - Trea	4/21/2023	2,824.00	0.00	05/15/2023 Salt For MIOX		No	0
	- IN2310037 Total:	2,824.00					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task La	abel	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
St.	- Charles Trading, Inc. To	2,824.00							
Standard Equipment Company 036350 P42677 18-445-4510 Equipment/IT M	4/19/2023	487.22	0.00	05/15/2023 Debris Hose				No	0
	- 2677 Total:	487.22							
P42678 18-445-4510 Equipment/IT M	4/19/2023 Aaint	1,292.89	0.00	05/15/2023 Leaf Vactor Parts				No	0
P42 P42833 18-445-4510 Equipment/IT N	- 2678 Total: 4/26/2023 Aaint	1,292.89 623.79	0.00	05/15/2023 Aqua Drill				No	0
P42	- 2833 Total:	623.79							
Sta	ndard Equipment Comp	2,403.90							
Sugar Grove Development 039730 202 01-440-4511 Vehicle Repair a	5/1/2023 and Maint	547.72	0.00	05/15/2023 Car Washes- April 2023				No	0
202	- 2 Total:	547.72							
Suį	gar Grove Development	547.72							
Technology Management Rev 007390 T2324078 01-440-4652 Phones and Cor	4/17/2023	723.32	0.00	05/15/2023 IWIN				No	0
T2:	- 324078 Total:	723.32							

	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	- Technology Management R	723.32						
Testing Service Corporaton 014450 IN126699 21-450-4255 Engineering	4/30/2023	3,400.00	0.00	05/15/2023 Environmental Testing- 2023 Road Program			No	0
]	- IN126699 Total:	3,400.00						
	- Testing Service Corporaton	3,400.00						
Third Millennium Assoc. , I 033470 29077-01 60-445-4507 Printing	inc. 4/30/2023	2,281.53	0.00	05/15/2023 Water Bill- April 2023			No	0
2	- 29077-01 Total:	2,281.53						
29077-02 01-430-4507 Printing	4/30/2023	1,681.03	0.00	05/15/2023 Newsletter- April 2023			No	0
2	- 29077-02 Total:	1,681.03						
	- Third Millennium Assoc. ,	3,962.56						
Traffic Control & Protectior 021520	n							
114507 01-445-4545 Traffic Signs	4/20/2023 & Signals	4,771.00	0.00	05/15/2023 Solar Stop Signs & Posts (2)- Oak Street			No	0
	- 114507 Total:	4,771.00						
114508 01-445-4545 Traffic Signs	4/20/2023 & Signals	137.00	0.00	05/15/2023 Street Signs- Western & Sterkel			No	0
	- 114508 Total:	137.00						

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	Traffic Control & Protectio	4,908.00						
Traffic Logix Corporatio 467977 SIN20384 01-445-4545 Traffic Sig	4/19/2023	1,800.00	0.00	05/15/2023 Westover Speed Signs (2)			No	0
	SIN20384 Total:	1,800.00						
	- Traffic Logix Corporation T	1,800.00						
Utility Dynamics Corpor 052560 0428-3043 10-445-4661 Street Lig	4/28/2023	888.55	0.00	05/15/2023 Street Light Repair- 509 Magnolia			No	0
	0428-3043 Total:	888.55						
	- Utility Dynamics Corporat	888.55						
Verizon Wireless 025430 9932431245-01 01-430-4652 Phones an	4/12/2023 ad Connectivity	36.01	0.00	05/15/2023 Cell Phone 4/13 - 5/12			No	0
	- 9932431245-01 Total:	36.01						
9932431245-02 01-441-4652 Phones an	4/12/2023 ad Connectivity	19.56	0.00	05/15/2023 Cell Phone 4/13 - 5/12			No	0
		19.56						
9932431246-01 60-445-4652 Phones an	4/12/2023 ad Connectivity	26.46	0.00	05/15/2023 Cell Phone 4/13 - 5/12			No	0
	- 9932431246-01 Total:	26.46						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type PO	# Close PO	Line #
Account Number				Description	Reference		
9932431246-02 01-441-4652 Phones ar	4/12/2023 nd Connectivity	21.93	0.00	05/15/2023 Cell Phone 4/13 - 5/12		No	0
		21.93					
9932431247-01 01-445-4652 Phones ar	4/12/2023 nd Connectivity	33.85	0.00	05/15/2023 Cell Phone 4/13 - 5/12		No	0
	- 9932431247-01 Total:	33.85					
9932431247-02 60-445-4652 Phones ar	4/12/2023 nd Connectivity	135.38	0.00	05/15/2023 Cell Phone 4/13 - 5/12		No	0
	9932431247-02 Total:	135.38					
	Verizon Wireless Total:	273.19					
Vessel, Inc. 041490 23-3022 01-445-4530 Public Gr	4/19/2023 rounds/Parks Maint	208.65	0.00	05/15/2023 Mulch		No	0
	23-3022 Total:	208.65					
	-Vessel, Inc. Total:	208.65					
Vicki Albrecht 468423 04242023-01 60-320-3340 Water Co	4/24/2023 llections	40.92	0.00	05/15/2023 Water Credit Refund		No	0
		40.92					
04242023-02 18-320-3350 Sewer Co	4/24/2023	1.08	0.00	05/15/2023 Sewer Maint Credit Refund		No	0
		1.08					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
Vicki Albr	echt Total:	42.00						
Water Products Company 001170 0315551 60-445-4565 Water Well Rpr & Mtco	4/21/2023 e	424.14	0.00	05/15/2023 3" Hymax Couplers (2) For Valves			No	0
0315551 T 0315597 60-445-4568 Watermain Rprs. & Rp	4/24/2023	424.14 1,428.98	0.00	05/15/2023 SS Repair Clamps			No	0
0315597 T 0315598 60-445-4799 Misc. Expenditures	-	1,428.98 171.45	0.00	05/15/2023 Brass CC Plugs (9)			No	0
0315598 T	-	171.45						
WBK Engineering, LLC 467655	ducts Company T	2,024.57						
24088 21-452-4255 Engineering 24088 Tota	3/31/2023 	6,352.57 6,352.57	0.00	05/15/2023 PW Facility Site Design			No	0
WBK Eng	- ineering, LLC To	6,352.57						
Western Remac, Inc. 051800 64279 01-490-4799 Misc. Expenditures	4/21/2023	2,560.00	0.00	05/15/2023 Install Mural- PD			No	0
64279 Tota	- al:	2,560.00						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	Western Remac, Inc. Total:	2,560.00						
Whispering Pines Reinde 468421								
05032023 01-490-4759 Communi	5/3/2023 ty Events	1,020.00	0.00	05/15/2023 Reindeer- Making Spirits Bright/ 50% Deposit			No	0
	. 05032023 Total:	1,020.00						
	Whispering Pines Reindeer	1,020.00						
Williams Associates Arcl 024930	hitects, Ltd.							
0021662 21-452-4501 Contractua	4/21/2023 al Services	14,992.32	0.00	05/15/2023 Schematic Design- PW Facility			No	0
	0021662 Total:	14,992.32						
	Williams Associates Archit	14,992.32						
	:							
	Report Total:	413,287.25						

# Memorandum



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

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: May 9, 2023

**Re:** Increase Number of Class C Liquor Licenses for Juquilita Tacos

Juquilita Tacos, 18 West State Street, is applying for a Limited Retail Liquor License for a Class C Liquor License, which is limited to beer and wine products for sale.

Juquilita Tacos has been operating their restaurant which serves Mexican food in North Aurora since 2011. Please see a copy of their menu attached. They note in their liquor license application that patrons are regularly asking for beer to be added to the menu and are thus applying for a Village Liquor license to satisfy clientele and help grow the business. They are not pursing video gaming or any other supplemental liquor licenses.

Maria de Lourdes Cruz has completed a liquor license application on behalf of Juquilita Tacos for the Class C Liquor License, being limited to beer and wine sales, and has successfully completed the required background check.

The Village Board discussed this at the May 1, 2023 Committee of the Whole meeting and had no concerns.

Please see the attached application as well as ordinance to increase the number of Class C liquor licenses by one.

## ORDINANCE NO.

## AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350 TO INCREASE THE NUMBER OF CLASS C LIQUOR LICENSES AUTHORIZED IN THE VILLAGE OF NORTH AURORA (Juquilita Tacos)

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

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

## 5.08.350 Number of Licenses.

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

- A. Five Class "A" licenses,
- B. Eight Class "B" licenses;
- C. Three Class "C" licenses;
- D. Four Class "D" licenses;
- E. One Class "E" license;
- F. Four Class "F" licenses;
- G. Seven Class "G" licenses;
- H. One Class "J-1" license;
- I. One Class "J-3" license;
- J. One Class "P" license; and
- K. One Class "T" license.

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

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, A.D.

Jason Christiansen	 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.

ATTEST:

Village President

Village Clerk

VILLAGE OF NORTH AURORA Crossroads on the Fox	VILLAGE OF NOI LIQUOR LICENSE		Customer No
APPLICATION DATE: 03/2	8/24	Application for a	CLASS <u>C</u> Liquor License Liniked Bacolune
The undersigned applicant hereby the Village of North Aurora pursuar North Aurora Municipal Code. For the facts set forth herein are true a	t to the provisions of the purpose of securin	Fitle 5, Chapter 5.08	3 "Alcoholic Beverage Sales" of the
Please check one: New Busin	ness New Owner/E	Existing Business	New Manager
Type of Ownership: Corporation	on VLLC Sole	e Proprietor	tnership Other
Type of Business: Liquor Sto	re Supermarket	Restaurant	Drug Store Spa/Salon
Convenience Gas Station	Brewpub Craft	Brewery Bar/Ta	avern Other:
If you selected restaurant, brewput business plan and floor layout to th Village Board meeting where increa approved. <b>Check the box to indic</b>	e Village Board at a C ase in the number of li	ommittee of the Wh quor licenses availa	ble meeting before a subsequent ble for your application may be
Business Name: Juquilita	Tacos	1.1	
Business Address: Street address	tate St	North S	Hurora IL 60542 state Zip
Mailing Address (if different from a			
Business Phone: 630-264			
Website: (WWW). Juguilita To	COSLLC. COM Em	ail Address:	
Will your establishment be pursuing Please note, Video Gaming must b done in conjunction with the initial the business.	e approved as a supp	lemental license by	the Village Board. This can be
Please describe your business plan I would like to More selfs and ( Would Love to sa		hol in my always a clients and	restuarant for sking for beer. d build clientele.

## Floor Plan Attached

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

#### Menu — Juquilita Tacos, LLC

COME CELEBRATE WITH US! April 15-16 2023 Juquilita Tacos to celebrating its 12th anniversary! The 12-6pm Saturday and Sunday. Broutha with have specially discounted facos and free



TAQUIZA AND CATERING LOCATION EVENTS GALLERY ABOUT US



5.00 Am	
with avocado	
Asada	\$9.50
steak	
Desebrada	\$9.00
shredded beef	
Pastor	\$9.00
marinated pork	
Picadillo	\$9.00
ground beef	
Pollo	\$9.50
chicken	
Barbacoa	\$9.50
slow-cooked beef	
C24	\$9.00

Menu --- Juquilla Tacos, LLC

steak, cilantro, onion, cheese, refried beans, rice

https://www.juquilitatacoslic.com/menu

4/27/23, 9:06 AM

×

## **BURRITOS**

Includes lettuce, tomato, cheese, sour cream, refried beans and rice

	Vegetariano		\$9.50	
https://ww	w.juquiiitatacosiic.com/menu			1/20
4/27/23, 9	DG AM	Menu — Juquilita Tacos, LLC		
	Big Bear		\$10.00	
	ground beef, chorizo, cilantro, onion, avoc	ado		
	Mario Especial		\$10.50	
	pork and steak (*spicy*)			
	Paisa Especial		\$10.50	
	steak and chorizo (*spicy*)			
	Que Me Vez		\$10.00	
	pork, chorizo, grilled pepper, onion, melte	d cheese		
	Crazy!		\$10.50	
	shrimp, steak, fries, guacamole, sour crear	m, rice, onions, tomatoes		
	Chimichanga		\$9.50	
	deep-fried burrito, choose filling			
	Chimichanga Suiza		\$10.50	
	deep-fried burrito with cheese, choose fill	ing and red or green salsa		

	Manu—Juquiita Tacos, LLC uce, tomato, cheese 'extra charge for sour cream or ocado'
Aguacate	\$2.50
avocado	
Asada	\$2.99
steak	
Cabeza	\$2.99
head meat	
Chorizo	\$2.50
Mexican sausage	
Desebrada	\$2.50
shredded beef	
Pastor	\$2.90
marinated pork	
Picadillo	\$2.50

TACOS

ground beef

4/27/23, 9	:06 AM	Menu — Juqu'ilda Tacos, LLC		4/27/23, 9.06 AM	Menu — Juquilita Tacos, LLC	
	Pollo		\$2.50	Paisa		\$2.90
	chicken			chorizo, steak, melted chees	se, cilantro, avocado	
	Vegetariano		\$2.00	Hard-Shell Taco		\$2.99
			<b>,</b>	chicken or shredded beef		
	vegetarian					
	Araba		\$2.50	Carnitas (3)		\$7.00
	Arabe		ψ2.50		only	•••••
	seasoned pork in flour tortilla			fried pork, with pico de gallo	onny	
			<b>*2 5 0</b>			
	Camarón		\$2.50			
	shrimp					
				Faaduleb induder lettuce, tem	TORTAS nato, cheese, avocado, jalapeño, mayonnaise or	sour cream refried
	Pescado (3)		\$8.50	Sandwich Includes leader, tain	beans	Joan Croam, ramoa
	fish					
				Aguacate		\$8.00
	Que Me Vez		\$2.90	avocado		
	pork, chorizo, grilled pepper, onion, m	elted cheese				
				Asada		\$8.50
	Tripa		\$2.50	steak		
	tripe, intestines					
				Chorizo		\$8.50
	Lengua (3)		\$10.50		8	
	beef tongue		·	Mexican sausage		
	beer tongue					
			5/20	https://www.juquilitalacoslic.com/menu		
https://ww	w.juquilitatacosllo.com/menu					
4/27/23, 9		Menu — Juquilita Tacos, LLC	<b>*• • •</b>	4/27/23, 9:06 AM	Menu — Juquišta Tacos, LLC	\$9.50
	Huevos con Chorizo		\$8.50	La Caprichosa		\$9.00
	eggs with Mexican sausage			breaded steak, pork leg		
						<b>*</b> ****
	Huevos con Jamón		\$8.50	Mi Juquilita		\$9.99
	eggs with ham			grilled cactus, chorizo, steak	<, cheese, avocado, grilled jalapeño	
	Jamón		\$8.50	Quesilla		\$9.50
	ham			Oaxacan cheese		
	Milanesa de Res		\$8.50	Oaxaqueña		\$9.50
	breaded steak			pork leg, ham, melted chees	se	
	Pastor		\$8.50	Gordita con Sabor		\$9.99
	marinated pork			pineapple, ham, melted che	ese, salchica, marinated pork	
	Vegetariana		\$8.00			
			4			
	vegetarian				TOSTADAS	
	Cubana		\$9.99	Includes refried	beans, lettuce, tomato, cheese, sour cream, avo	cado
	Cubana		\$9.99			
	salchicha, ham, chorizo			Aguacate		\$3.99
			<b>*</b> ~ ~ ~	avocado		
	Hawaiana		\$9.50			
			ψ5.50			
	salchicha, pineapple, ham, white chee	se	49.30			

4/27/23, 5	:06 AM	Menu — Juquiitta Tacos, LLC		4/27/23, 9	:06 AM	Menu Juquilita Tacos, LLC	
	Asada		\$3.99		Un carne		\$12.99
	steak				Choice of one meat		
	Desebrada		\$3.99		Dos carnes		\$13.99
	shredded beef				Choice of two meats		
	Pastor		\$3.99		Especial		\$14.99
	marinated pork				cecina and chorizo		
	Picadillo		\$3.99		Cecina		\$13.99
	ground beef				dried meat		
	Pollo		\$3.99				
	chicken						

MARISCOS (SEAFOOD)

Camarones a la Plancha	\$11.99
grilled shrimp	
Camarones a la Mexicana	\$11.99
Mexican-style shrimp	

https://www.juquilitatacostic.com/menu	
4/27/23, 9:D6 AM	Menu — Juquilita Tacos, LLC
Ceviche de Camarón	\$11.99 / \$3.99

marinated shrimp with avocado, 4 tostadas/1 tostada

## **DESAYUNOS (BREAKFAST)**

Huevos a su Gusto	\$9.00
eggs any style	
Huevos a la Mexicana scrambled eggs with tomato, onion, hot peppers	\$9.00
Huevos con Jamón eggs with ham	\$9.00
Huevos con Chorizo eggs with Mexican sausage	\$9.00
Huevos con Bistec eggs with steak	\$10.99

**TLAYUDAS** 

Especilidad de Oaxaca (Specialty of Oaxaca) (plate-size tostada with black beans, cabbage, tomato, avocado and quesillo oaxaqueño) \*\*Camarón, pescado, cabeza, lengua, tripa (add \$2.00)\*\*

Queso	\$9.99
Cheese	

https://www.juquiillala.cosilc.com/menu		9/20
4127/23, 806 AM Fajitas de Camarón shrimp fajitas	Menu — Juquilita Tacas, LLC \$11.99	
Camarones al Mojo de Ajo garlic shrimp	\$11.99	
Camarones Rancheros	\$11.99	
Special Lulú stuffed pepper and shrimp in red sauce	\$11.99	
Pescado a la Plancha grilled fish fillet	\$11.99	
Pescado al Mojo de Ajo gerlic fish fillet	\$11.99	
Coctel de Camarón Mexican-style shrimp cocktail	\$11.99	
Ceviche de Pescado marinated fish with avocado, 4 tostadas/1	\$11.99 / \$3.99	

4/27/23	9:06 AM	Menu — Juquilita Tacos, LLC		4/27/23, 9:06 AM	Menu — Juquilita Tacos, LLC	
	Huevos Rancheros		\$10.00	#4. 3 Quesadillas		\$10.99
	eggs sunny-side up smothered in hot sa	uce				
			¢10.00	#5. 2 Tostadas		\$10.99
	Chilaquiles Rojos o Verdes		\$10.00			
	shredded tortilla with eggs in red or gree	en sauce				
				#6. Burrito Especial		\$12.99
	Chilaquiles con Bistec Rojos (	o Verdes	\$10.99	choose type		
	shredded tortillas with eggs and steak in	red or green sauce				

## **ESPECIALES DE ALMUERZO (LUNCH** SPECIALS)

served with rice and beans, add \$1.50 for pescado, camarón, cabeza, lengua add \$1.00 (10 am-3 pm, Monday—Friday)	a, tripa; hard-shell tacos,
#1. 3 Tacos	\$10.99
#2. Torta	\$10.99
#3. Burrito	\$10.99

## PLATOS (DINNERS)

Zapoteco	\$11.99
steak, chorizo, cactus, special sauce	
Tamales (3)	\$9.99
choice or chicken or pork (3 tamales)	
Enchiladas Rojas o Verdes	\$11.99
choice of chicken, ground beef or cheese filling in red or green sauce	

https://www.juquilitatacoslic.com/menu		13/20	https://www.juquilitatacoslic.com/menu		14
4/27/23, 9:06 AM Flautas choice of chicken or shredded	Menu — Juquilla Tacos, LLC I beef	\$11.99	4/27/23, BOGAM Bistec Ranchero ranch-style steak	Menu — Juquiika Tacos, LLC	\$11.99
Milanesa de Res breaded steak		\$11.99	Carne a la Tampique skirt steak with cheese encr		\$13.99
Pechuga de Pollo a la grilled chicken breast	Plancha	\$11.99	Carne Asada grilled steak		\$13.99
Chiles Rellenos stuffed peppers		\$11.99		NACHOS	
Fajitas de Pollo chicken fajitas, with guacamole	e and sour cream	\$11.99	Nachos Suprémos any meat, beans, cheese, le	ttuce, tomato, sour cream, avocado, jalapeños	\$9.99
Fajitas de Res beef fajitas, with guacamole ar	nd sour cream	\$13.99			
Bistec a la Mexicana Mexican-style steak		\$11.99	*for 5	TAMALES special or large orders, call 2 days ahead	
Bistec Encebollado		\$11.99	Tamal (1) pork or chicken		\$2.00

4/27/23, 9:06 AM	Menu — Juquikis Tacos, LLC	4/27/23, 9:06 AM	Menu — Juquikta Taco	s, LLC	
Tamales Dinner (3)	\$9.99	Chicken nugge	ts (6)	\$5.00	
pork or chicken, includes beans and	rice	with French fries			
		Chappaburgar		\$5.00	
		Cheeseburger with French fries		\$3.00	
QUE	SADILLAS	with rench mes			
Cheese Only	\$2.50 / \$6.00				
small/large			SIDES		
Cheese with Meat	\$2.99 / \$8.99	Arroz		\$2.25	
choice of one meat, small/large		small rice			
		Frijoles		\$2.25	
		small beans		Ψ2.20	
NIÑOS	(KIDS MENU)				
	ved with apple juice	Chips and Sals	9	\$3.99	•
	<b>*F 0 0</b>				
Quesadilla	\$5.00	Guacamole		\$5.99	
chicken or cheese, with rice		6 oz			
Тасо	\$5.00				
choice of meat, with rice					
https://www.juquilitatacosiic.com/menu		17/20 https://www.juquilitatacostic.com/menu			18/20
4/27/23, 9:06 AM	Menu — Juquilita Tacos, LLC	4/27/23, 9:06 AM	Menu — Juquilita Taco	s, LLC	
Guacamole with Chips	\$7.99				
6 oz, with chips					
Pico de Gallo	\$3.99				
with chips	<b>4(</b> ) <b>(</b> )		OUR STORY		
		LOCATIONS		HOURS	
	· ·- ·····	LOCATIONS		10003	
AQUA	S (DRINKS)	North Aurora	Dine-In Customers	Monday — Thursday	
		te w Subb St North Aurora IL 6054	Dean value di cuertomin fi 12	10 um — 8-10 pm. Friday — Saturday	
Horchata	M \$2.35 / L \$3.35	530/261-3270	We use again open for dining, and we cod water :	ki ana — 9 pro Sunday	
rice water			wanted for The WESY and PickUP ORDERS	Сганая	
Jamaica	M \$2.35 / L \$3.35		There's you for your		
hibiscus water			constance of the assessed		
			Amerika in		
Can of Soda	\$1.25	Printed by Scientific			
Mexican Soda	\$2.50				

Jarritos, Sidral, Sangria

Mexican Coke

\$2.60









## Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: May 15, 2023

**RE:** Appropriations and Budget Resolution for Messenger Public Library

In accordance with the Illinois Local Library Act (75 ILCS 5/), Messenger Public Library is required to submit a statement of financial requirements of the library to the Village for the ensuing fiscal year. The statement of financial requirements is intended to communicate the amount necessary to levy for library purposes in the next tax levy process.

Attached is the Library's Resolution 01-2023, which adopts the budget and makes appropriations for the fiscal year beginning June 1, 2023 and ending May 31, 2024. This resolution is scheduled to be approved by the Board of Library Trustees at its May 11, 2023 meeting. The amounts in attached resolution will be used later this year when developing the 2023 tax levy request.

## **RESOLUTION 01 -2023** APPROPRIATIONS AND BUDGET RESOLUTION MESSENGER PUBLIC LIBRARY OF NORTH AURORA

Resolution of the Board of Library Trustees of the Village of North Aurora, (Messenger Public Library) adopting a budget and making appropriations for the fiscal year beginning June 1, 2023 and ending May 31, 2024.

BE IT RESOLVED by the Board of Library Trustees as follows:

<u>Section 1</u>. The following sums of money, or as much thereof as may be authorized by law, are hereby budgeted and appropriated for public library purposes of the Messenger Public Library for said fiscal year.

Personnel/Benefits/FICA	1,381,000
Materials and Electronic Resources	205,000
Development/Education/Training	19,000
Technology Equipment, Resources and Services	145,000
Maintenance.02%	115,400
Audit	12,000
General Operating and Admin	81,500
Programming and Outreach	66,000
Utilities and Telecommunication	52,000
Insurance (D&O, W.C. Building)	29,000
Furniture Fixtures Repair Replacement	11,000
Subtotal	\$2,116,900.
Special Reserve Use for Capital Repairs and Replacement	\$450,000
Budget and Appropriations	\$2,566,900

<u>Section 2</u>. The foregoing expenditures (except for the "*Building Expenses*" for *Facility and Grounds Capital Improvement Projects* \*) are budgeted and appropriated from general property tax revenues for corporate purposes and from a .02 special tax for Building and Maintenance (75 ILCS 5/3-1). The Building Expenses\* for facility and grounds capital improvement projects funding source expenditure is budgeted from the Special Reserve Fund (\$450,000).

<u>Section 3</u>. All unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to and accumulated in a Special Reserve Fund (75 ILCS 5/5-8).

Section 4. This Resolution is intended to assist the Village of North Aurora with the Village's annual budget and appropriations process.

Section 5. The Board of Library Trustees expects to file with the Village later this year a Resolution seeking the levy of taxes for public library purposes (Library Levy Resolution). The Library Levy

Resolution will be filed with the Village on or before the date specified by the Village thereby allowing the Village to incorporate the Library Levy in the Village's Levy.

<u>Section 6</u>. The Secretary of the Board of Library Trustees shall file a certified copy of this Resolution with the Village.

PASSED by the Board of Library Trustees of the Messenger Public Library this 11<sup>h</sup> day of May 2023, pursuant to roll call vote as follows:

AYES:

NAYES:

ABSENT:

NOT VOTING:

APPROVED:

Mark Saperston, President Board of Library Trustees Messenger Public Library

ATTEST:

Secretary, Board of Library Trustees Messenger Public Library

 $M:\_1LIBRARYDIST\Messenger\Resolution.B\&A.14.docx$ 

#### INTEROFFICE MEMORANDUM

MAYOR GAFFINO AND NORTH AURORA VILLAGE BOARD
JOSEPH DELEO, CHIEF OF POLICE
KENDALL COUNTY IGA
MAY 3, 2023
STEVEN BOSCO, VILLAGE ADMINISTRATOR

## Issue

Staff is introducing an Intergovernmental Agreement (IGA) with the Kendall County Sheriff's Office regarding licensing and maintenance fees for maintaining a records management system (RMS).

## **Discussion**

The Kendall County Sheriff's Office has been maintaining the North Aurora Police Department's records since the end of 2018. For reference, an Intergovernmental Agreement (IGA) between the Village of North Aurora and the Kendall County Sheriff's Office was signed on December 18<sup>th</sup>, 2018.

At the time of the agreement, it was thought that the use of the Kendall County Sheriff's records management system would be temporary since staff was exploring utilizing the Hexagon platform being built for the Aurora Police Department.

As discussed at the April 17<sup>th</sup>, 2023 Committee of the Whole Meeting, it was determined by staff that the Hexagon platform did not meet the operational needs of the police department. Also, the cost of using the platform far exceeded staff's expectations.

Staff has been working with the Kendall County Sheriff's Office to expand the amount of user licenses assigned to the North Aurora Police Department. Currently the department pays approximately \$18,100 annually for the utilization of the Kendall County Sheriff's Office's RMS. The addition of the licenses would increase the amount owed to the Kendall County Sheriff's Office to \$22,095.88 in 2023, \$22,518.82 in 2024, \$22,954.44 in 2025, and \$23,403.06 in 2026.

The additional user licenses are needed for the North Aurora Police Department staff to enter records, extract data for department use, and conduct investigations. Currently, staff has a limited number of user licenses, which isn't effective for the operational needs of the department.

## **Conclusion**

Staff was advised that the Kendall County Board has approved the update IGA.

Staff is requesting approval to sign the updated IGA for records management maintenance with the Kendall County Sheriff's Office.

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois 60560 (hereinafter referred to as "KenCom") and the North Aurora Police Department, 200 S. Lincolnway Street, North Aurora, Illinois 60542, (hereinafter referred to as "NAPD"). For purposes of this Agreement, KenCom and NAPD shall hereinafter collectively be referred to as "the parties".

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, NAPD and KenCom are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as "Tyler/New World software"); and

**WHEREAS**, NAPD has requested KenCom to obtain on their behalf software licensing for the Tyler/New World Records Management System;

**WHEREAS**, the parties that have executed this Agreement have the requisite authority to execute this Agreement, and intend by the execution of this Agreement to bind KenCom and NAPD respectively to the terms of this Agreement; and

**WHEREAS**, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies if any.

**NOW THEREFORE,** in consideration of the premises and mutual covenants hereafter set forth, the parties agree as follows:

- 1) The above recitals are incorporated herein by reference.
- This Intergovernmental Agreement supersedes the North Aurora Police Department and Kendall County Emergency Phone Service and Communications Board Intergovernmental Agreement (2018) – Tyler/New World Licensing and Maintenance Fees Intergovernmental Agreement.
- 3) This IGA will not be considered effective until the Tyler/New World Security and Operations IGA is signed by the parties. In the event of any conflict between the terms and conditions of this

Agreement, and the Tyler/New World Security and Operations Agreement, the order of precedence shall be: first, the Tyler/New World Security and Operations Agreement-then, this Agreement.

- 4) In the event the Tyler/New World Security and Operations Agreement is not signed by the parties within 60 days after the date the parties execute this Agreement, this Agreement shall become null and void.
- 5) NAPD agrees to reimburse KenCom within (60) days of purchase for any additional software and/or equipment procured from Tyler/New World by KenCom on behalf of NAPD, provided NAPD has requested in writing the additional software and/or equipment purchase.
- Annual maintenance costs will be billed annually by KenCom on December 1<sup>st</sup> and will be due no later than (60) days after NAPD's receipt of the invoice.
- 7) NAPD agrees to reimburse KenCom for NAPD's portion of the Tyler/New World Records Management System annual maintenance costs listed in Table #1 below beginning on December 11<sup>th</sup>, 2023 – December 11<sup>th</sup>, 2026. NAPD's portion of the Tyler/New World Records Management System maintenance costs will be billed annually by KenCom on December 1<sup>st</sup> and will be due no later than (60) days after NAPD's receipt of the invoice. For purposes of this Agreement, the Records Management System includes the software listed in Attachment B – Fourth Amendment of the KenCom Tyler New World Agreement.

Table #1 –	NAPD's Annual Maintenance Fees	
Year	Period Covered	Amount Due
2023	Annual Administrative Fee Due Upon Signing of IGA	\$4,000.00
2024	Tyler/New World Law Enforcement Records Management	\$ 14,518.82
	System (LERMS) December 11 <sup>th,</sup> 2023 –December 10 <sup>th</sup> 2024	
2024	Annual IT Service Fee	\$4,000.00
2024	Annual Administrative Fee	\$4,000.00
2025	Tyler/New World Law Enforcement Records Management	\$14,954.44
	System (LERMS) December 11 <sup>th</sup> , 2024 – December 10 <sup>th</sup> , 2025	
2025	Annual IT Service Fee	\$4,000.00
2025	Annual Administrative Fee	\$4,000.00
2026	Tyler/New World Law Enforcement Records Management	\$15,403.06
	System (LERMS) December 11 <sup>th,</sup> 2025 –December 10 <sup>th</sup> , 2026	
2026	Annual IT Service Fee	\$4,000.00
2026	Annual Administrative Fee	\$4,000.00

- 8) The parties agree that any modification to this Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
- 9) This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law

or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 10) Any notice required or permitted to be given pursuant to this Agreement, with the exception of invoicing, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to, Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email Admin@KenCom911.com; and, in the case of notice to NAPD, send David C. Fisher, Chief of Police, 200 S. Lincolnway, North Aurora, IL 60542 Fax: (630)897-8700, Email: dfisher@northaurora.org. Notice shall be effective upon receipt by the other party.
- 11) Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 12) This Agreement's effective date is the last date of execution of the Parties. This Agreement shall be in effect for a period of one (1) year from the effective date of the Agreement and shall automatically renew each year for successive one (1) year periods, for up to three (3) years, unless NAPD gives written notice to cancel the renewal to KenCom at least ninety (90) calendar days prior to the effective date of the renewal. For purposes of calculating the renewal date, the renewal date would fall upon the same month and day of the Agreement's effective date. Upon written notice of intent to cancel the renewal, NAPD shall continue to have access to the Tyler/New World software on KenCom's server for a period of at least eighteen (18) months from the date such notice is received. KenCom will cooperate with NAPD in transferring NAPD's records and data back to NAPD in working order. The costs incurred to transfer NAPD's records and data back to NAPD shall be borne by NAPD. Also, in the event NAPD provides written notice to cancel the renewal, NAPD provides written notice to cancel the renewal. After the three (3) year term, KenCom will negotiate with Tyler/New World for a new contract for Law Enforcement Management Records System.
- 13) This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.

- 14) Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
- 15) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Emergency Phone Service and Communications Board	North Aurora Police Department, Illinois
Name:	Name:
Title: Chairman, KenCom Executive Board	Title:
Date:	Date:
Signature:	Signature:

#### Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement

KenCom's annual maintenance fees associated with the Tyler/New World Law Enforcement Records Management System are listed in Table #1 below. The annual maintenance costs set forth in Table #1 shall be shared among the police agency members of KenCom using the Tyler/New World Law Enforcement Records Management Systems during the year when said maintenance cost is due. The police agencies will determine the cost sharing percentages for each applicable police agency and make notification to KenCom for the purpose of invoicing. The police agencies listed in Table #2 below agree to share the total cost of the annual maintenance fees according to the amounts listed in Table #1.

Table #	Table #1 – On-Going Annual Maintenance Costs Law Enforcement Records Management System			
Year	Year	Period Covered	Total Amount	
1	2017	July 1 <sup>st</sup> , 2017 – June 30 <sup>th</sup> , 2018	\$141,452	
2	2018	July 1 <sup>st</sup> , 2018 – June 30 <sup>th</sup> , 2019	\$104,000	
3	2019	July 1 <sup>st</sup> , 2019 – June 30 <sup>th</sup> , 2020	\$107,120	
4	2020	July 1 <sup>st</sup> , 2020 – June 30 <sup>th</sup> , 2021	\$90,000	
5	2021	July 1 <sup>st</sup> , 2021 – June 30 <sup>th</sup> , 2022	\$92,700	
6	2022	July 1 <sup>st</sup> , 2022 – June 30 <sup>th</sup> , 2023	\$95,481	
7	2023	July 1 <sup>st</sup> , 2023 – June 30 <sup>th</sup> , 2024	\$98 <i>,</i> 345	
8	2024	July 1 <sup>st</sup> , 2024 – June 30 <sup>th</sup> , 2025	\$101,296	
9	2025	July 1 <sup>st</sup> , 2025 – June 30 <sup>th</sup> , 2026	\$104,335	
10	2026	July 1 <sup>st</sup> , 2026 – June 30 <sup>th</sup> , 2027	\$107,465	

Table #	Table #2 – Cost Sharing of the Law Enforcement Records Management System			
Year	Police Agencies	Percentage Split		
		Total Amount		
2017	Montgomery Police Department (RMS + FBR)	\$76,525.00		
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$ 35,709.85		
	Oswego Police Department (RMS)	(15% of remaining bal.) \$9,739.05		
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$9,739.05		
	Plano Police Department (RMS)	(15% of remaining bal.) \$9,739.05		
2018	Montgomery PD (RMS + FBR)	\$ 37,125.19		
	Montgomery PD IT Service Cost	\$4,000.00		
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$36,781.15		
	Oswego Police Department (RMS)	(15% of remaining bal.) \$10,031.22		
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$10,031.22		
	Plano Police Department (RMS)	(15% of remaining bal.) \$10,031.22		
2019	Montgomery PD (RMS + FBR)	\$ 38,238.95		
	Montgomery PD IT Service Cost	\$4,000		
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$37,884.57		
	Oswego Police Department (RMS)	(15% of remaining bal.) \$10,332.16		
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$10,332.16		
	Plano Police Department (RMS)	(15% of remaining bal.) \$10,332.16		
2020	Montgomery PD (FBR – Base Module)	\$2,065.25		
	Montgomery PD (FBR – Accident Investigation)	\$1,548.94		
	Montgomery PD (FBR – Demographic Profiling)	\$387.24		
	Montgomery PD (IT Service Cost)	\$4,000.00		
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78		

Revision Dated 04/05/2023

	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$34,399.45
2021	Montgomery PD (FBR – Base Module)	\$2,127.21
2021	Montgomery PD (FBR – Accident Investigation)	\$1,595.41
	Montgomery PD (FBR – Demographic Profiling)	\$398.86
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$35,431.40
2022	Montgomery PD (FBR – Base Module)	\$2,191.03
	Montgomery PD (FBR – Accident Investigation)	\$1,643.27
	Montgomery PD (FBR – Demographic Profiling)	\$410.82
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$36,494.36
2023	Montgomery PD (FBR – Base Module)	\$2,256.76
	Montgomery PD (FBR – Accident Investigation)	\$1,692.57
	Montgomery PD (FBR – Demographic Profiling)	\$423.15
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	North Aurora Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	North Aurora Police Department (IT service Cost)	\$4,000.00
	North Aurora Police Department (Admin Fee)	\$4,000.00
	Kendall County Sheriff's Office (RMS)	(25% of RMS Maintenance) \$23,493.12
2024	Montgomery PD (FBR – Base Module)	\$2,324.46
2021	Montgomery PD (FBR – Accident Investigation)	\$1,743.35
	Montgomery PD (FBR – Demographic Profiling)	\$435.84
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	North Aurora Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	North Aurora Police Department (IT service Cost)	\$4,000.00
	North Aurora Police Department (Admin Fee)	\$4,000.00
	Kendall County Sheriff's Office (RMS)	(25% of RMS Maintenance) \$24,198.10
2025	Montgomery PD (FBR – Base Module)	\$2,394.20

Revision Dated 04/05/2023

	Montgomery PD (FBR – Accident Investigation)	\$1,795.65
	Montgomery PD (FBR – Demographic Profiling)	\$448.92
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	North Aurora Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	North Aurora Police Department (IT service Cost)	\$4,000.00
	North Aurora Police Department (Admin Fee)	\$4,000.00
	Kendall County Sheriff's Office (RMS)	(25% of RMS Maintenance) \$24,924.03
2026	Montgomery PD (FBR – Base Module)	\$2,466.02
	Montgomery PD (FBR – Accident Investigation)	\$1,849.52
	Montgomery PD (FBR – Demographic Profiling)	\$462.39
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	North Aurora Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	North Aurora Police Department (IT service Cost)	\$4,000.00
	North Aurora Police Department (Admin Fee)	\$4,000.00
	Kendall County Sheriff's Office (RMS)	(25% of RMS Maintenance) \$25,671.77

Kendall County Emergency Phone Service an	۱d
Communications Board	

North Aurora Police Department, Illinois

Name:	Name:
Title: Chairman, KenCom Executive Board	Title:
Date:	Date:
Signature:	Signature:

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois, and the North Aurora Police Department, 200 S. Lincolnway Street, North Aurora, Illinois 60542. For purposes of this Agreement, the Kendall County Emergency Phone Service and Communications Board and the North Aurora Police Department shall hereinafter collectively be referred to as "the parties".

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, The North Aurora Police Department (hereinafter referred to as "NAPD", and the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as "KenCom"), are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1et seq.; and

WHEREAS, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as "Tyler/New World software"); and

**WHEREAS**, said Tyler/New World software includes multi-jurisdictional features which allow the sharing of Tyler/New World software amongst different agencies; and

WHEREAS, KenCom will operate the Tyler/New World software on its server(s); and

WHEREAS, NAPD and KenCom desire to enter into this Agreement in order to provide an arrangement which would facilitate the use of the Tyler/New World Software by NAPD through the use of the server(s) operated by KenCom; and

**WHEREAS**, the parties to this Agreement agree that the server(s) operated by KenCom has sufficient capacity at the present time to handle the Tyler/New World computer software; and

**WHEREAS**, the parties that have executed this Agreement have the requisite authority to execute this Agreement and intend by the execution of this Agreement to bind KenCom and NAPD respectively to the terms of this Agreement; and

**WHEREAS**, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies, if any.

**WHEREAS**, NAPD, while using the Tyler/New World software on the KenCom server, will be bound by the terms of this Security and Operations IGA.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

- 1. The above recitals are incorporated herein by reference.
- This IGA will not be considered effective until the Tyler/New World Licensing and Maintenance Fees IGA is signed by the parties. In the event of any conflict between the terms and conditions of this Agreement, and the Tyler/New World Licensing and Maintenance Fees IGA, the order of precedence shall be: first, the Tyler/New World Licensing and Maintenance Fees IGA; and then, this Agreement.
- 3. In the event the Tyler/New World Licensing and Maintenance Fees is not signed by the parties within sixty (60) days after the date the parties execute this Agreement, this Agreement shall become null and void.
- 4. NAPD shall have the right to remove data owned by NAPD from the KenCom server, but NAPD is responsible for their costs incurred to remove the data. NAPD will abide by terms set forth in this IGA for so long as KenCom and NAPD have possession of or access to the Tyler New World software and/or records.
- 5. Data imported, records created and stored by a fire or police agency on the KenCom Tyler/New World server in the fire and police Records Management Software System is the property of the imputing agency.
- NAPD will be permitted to use the KenCom computer network to access KenCom's Tyler/New World server(s) owned and maintained by KenCom for the purposes of the operation of Tyler/New World software.
- 7. All connectivity charges including hardware, software, services and security incurred with connection with NAPD's access to and operation of the Tyler/New World software on the KenCom computer network will be at the cost of NAPD and will be paid directly by NAPD.
- 8. KenCom will own and maintain the Tyler/New World server(s). KenCom will bear sole responsibility and cost for the maintenance and replacement of KenCom's hardware that operates the Tyler/New World software.
- 9. KenCom will arrange for all backup, data recovery and security systems in accordance with the regulations and operating procedures of KenCom approved by the Operations and Executive Boards.
- 10. KenCom and NAPD will have no liability to the other for data which is damaged or lost as a result of the operation and/or failure of the Tyler New World server(s) or the KenCom

computer network.

- 11. KenCom will arrange for scheduled system downtime for maintenance with no less than a twenty-four (24) hour confirmed notice to NAPD's designee. Upon execution of this IGA, NAPD will provide KenCom with the name and contact information of their designee.
- 12. KenCom will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to NAPD. KenCom shall provide notice of the unscheduled downtime to NAPD's designee as soon as practical.
- 13. NAPD will administer all aspects of NAPD's use of the Tyler/New World software including the issuance of passwords, authorizing of new users, discontinuing access of former users, assignment of security levels and all other administrative aspects of NAPD's use of the Tyler/New World software.
- 14. KenCom nor NAPD shall be responsible for responding to requests for other agency's information, whether by FOIA or any other requests. In no event shall KenCom release any of NAPD's RMS records to a third party without the prior written consent of NAPD unless ordered to do so by a court. In no event shall NAPD release any of the KenCom CAD records to a third party without the prior written consent of KenCom unless ordered to do so by a court.
- 15. Each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party or the sake of the safety of other emergency responders that KenCom provides dispatch service for. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization. For purposes of this Agreement, confidential information shall include any and all information contained in the Records Management System.
- 16. KenCom will effectuate and keep current a signed agreement or IGA with their contracted IT provider that will allow access to the Tyler/New World server(s) or computers that operate Tyler/New World software for maintenance purposes only, that prevents IT staff from viewing data that exists on the server(s) and computers unless necessary for the purpose of maintenance and that forbids dissemination of any data that is accessed on the server(s) or computers during the course of performing maintenance.
- 17. The parties agree that any modification to the Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
- 18. This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law of in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal,

or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

- 19. Any notice required or permitted to be given pursuant to this Agreement, with the exception of scheduled and unscheduled system maintenance, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to, Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email <u>KenComAdmin@co.kendall.il.us</u>; and, in the case of notice to NAPD, send to, Attention Chief of Police, 200 S Lincolnway, North Aurora, IL 60542, fax (630) 897-8700, email jdeleo@northaurora.org.. Notice shall be effective upon receipt by the other party.
- 20. Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 21. This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
- 22. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
- 23. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Emergency Phone Service and Communications Board	North Aurora Police Department, Illinois	
Name:	Name:	
Title: Chairman, KenCom Executive Board	Title:	
Date:	Date:	
Signature:	Signature:	



# MEMORANDUM

To: Village of North Aurora Board

FROM: Drendel & Jansons Law Group

DATE: May 11, 2023

RE: AMENDMENT TO THE LAND SWAP AGREEMENT- FIRE STATION PARCEL

The Land Swap Agreement for the Fire Station property and the Ordinance requesting transfer of the Fire Station property to the Village for the exchange of the Obregon Property together with some of the Village property along Route 31 comprising approximately 1.7 acres for the current Fire Station property, was approved in December. The Land Swap Agreement contains the terms and conditions of the exchange of land, and the Ordinance initiates the first step we must take pursuant to the Local Government Transfer Act, which I will explain in more detail below.

After six months of planning, engineering, architecting, and budgeting, the Fire District has determined that it makes the most sense to follow through with the land swap, but costs have greatly exceeded what was anticipated last December. As the Village Board has been planning the redevelopment of Block One for about 20 years, at least, and moving the Fire Station is a major piece to the Block One redevelopment, the Village staff has worked hard to find a way to make the land swap work.

The Village has always contemplated the use of TIF funds to help make this land swap work, to cover a portion of the cost for site development to ready Block One for redevelopment, and to bury the electric power lines on Route 31. In the process of fine tuning how this would work, staff realized that making TIF funds available for the site improvements directly will involve a great deal of administrative burden in monitoring the work and competition of the work and maintaining an accounting of the payment for that work in relation to the amount of TIF funds pledged.

For that reason, staff have proposed using TIF funds for the acquisition of the Fire Station parcels, because it is much cleaner and eliminates the administrative burden involved in making the funds available for site development costs. An Amendment to the Agreement has been negotiated with the Fire District to accommodate that change and to bridge the gap between the current cost estimates and what is feasible for the Fire District alone.

The changes to the Agreement include a pledge by the Village of \$1,276,000 for the acquisition of the Fire Station parcels, and the Fire District's agreement to pay the full cost of the site development for the new fire station building, including the cost to bury the power lines. We





# MEMORANDUM

have an estimate from ComEd for the cost of burying the power lines, so we have capped the Fire District's obligation to bury the power lines at the cost estimate. We have also clarified that the Village will protect the alley that runs along the future Fire District property from its southern edge to north Oak Street and will maintain it as an alley or an easement, but the Village will control the remainder of the alley that runs south to State Street and may vacate it to accommodate future redevelopment of Block One. Finally, we have clarified our previous verbal agreement that the Fire District will be responsible for demolishing the buildings on the Village Parcel, and the Village will be responsible for demolishing the Fire Station buildings when the Village takes possession of the Fire District Parcel.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

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

# ORDINANCE APPROVING AN AMENDMENT TO THE LAND SWAP AGREEMENT WITH THE FIRE DISTRICT DATED DECEMBER 5, 2022

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 \_\_\_\_\_

# ORDINANCE NO.

# ORDINANCE APPROVING AN AMENDMENT TO THE LAND SWAP AGREEMENT WITH THE FIRE DISTRICT DATED DECEMBER 5, 2022

**WHEREAS**, the Corporate Authorities of the Village of North Aurora (the "Village") have entered into a Land Swap Agreement with the North Aurora Fire District (NAFPD) to acquire the NAFPD fire station parcels located at the southwest corner of Monroe Street and State Street in the Village of North Aurora (the "Fire District Parcel") in exchange for parcels owned by the Village on the southeast corner of Route 31 and Oak Street (the "Village Parcel"), which Agreement was entered into December 5, 2022 (the "Land Swap Agreement"); and

**WHEREAS**, the NAFPD has engaged architects, engineers and other consultants and has done it due diligence to determine the feasibility of building a new fire station on the Village property and has determined that construction of a new station on the Village property is feasible only with TIF assistance from the Village; and

**WHEREAS**, the parties have negotiated the terms of an Amendment to the Land Swap Agreement that makes the building of a new fire station on the Village Parcel and protects the integrity of Block One for redevelopment for the benefit of the public.

WHEREAS, the Corporate Authorities of the Village desire to transfer the Village Parcel and to

**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. The Village hereby approves the Amendment to the Land Swap Agreement in the form attached hereto and incorporated herein by reference as Exhibit A.

3. The Village Administrator and/or his designee is hereby authorized and directed to execute the Amendment to the Agreement and to carry out and enforce it terms in compliance with all applicable laws.

4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to 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.

Jason Christiansen

Mark Guethle

Laura Curtis

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

Carolyn Bird Salazar Todd Niedzwiedz \_\_\_\_\_

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

ATTEST:

Mark Gaffino, Village President

\_\_\_\_\_

Jessi Watkins, Village Clerk

# EXHIBIT A

# AMENDED AGREEMENT FOR TRANSFER OF PROPERTY BETWEEN THE VILLAGE OF NORTH AURORA & NORTH AURORA FIRE PROTECTION DISTRICT IN NORTH AURORA, KANE COUNTY, ILLINOIS

**WHEREAS,** the Village of North Aurora, an Illinois municipal corporation (Village), and the North Aurora Fire Protection District, an Illinois fire district (Fire District) have entered into an Agreement for Transfer of Property Between the North Aurora & North Aurora Fire Protection District and the Village of North Aurora dated December 5, 2022; and

**WHEREAS**, the costs associated with the land swap, and construction of a new Fire Station on land to be acquired by the Fire District are much greater than anticipated and the technical challenges have arisen in providing the anticipated financial collaboration by the Village in site preparation that affects the redevelopment of Block One, including the burying of electric power lines; and

**WHEREAS**, Village and Fire District have negotiated the terms of an amended land swap agreement that will address the additional costs, simplify the Village's financial collaboration, and accomplish the Fire District's need to plan a new Fire Station and the Village's plan for the redevelopment of Block One for the benefit of the public.

NOW THEREFORE, THIS AMENDED AGREEMENT (Agreement) is entered into as of \_\_\_\_\_\_, 2023 (Effective Date) by the Village of North Aurora, an Illinois municipal corporation (Village), and the North Aurora Fire Protection District, an Illinois fire district (Fire District).

#### Section 1. Recitals

A. The Fire District owns certain real estate located northwest of Monroe Street and State Street, North Aurora, Kane County, Illinois, totaling approximately 1.65 acres and legally described in the document attached hereto and incorporated herein by reference as Exhibit A (the "Fire Station Parcel"). The Village desires to acquire the Fire Station Parcel for public purposes of the Village, and the Fire District is willing to convey the Fire Station Parcel to the Village.

B. The Village owns certain real estate located on the southeast corner of Route 31 (Lincolnway) and Oak Street, North Aurora, Kane County, Illinois to be legally described and attached as Exhibit B, the exact dimensions and acreage of which up to 1.7 acres shall be determined during the subdivision process as outlined below (the "Village Parcel"). The Fire District desires to acquire the Village Parcel for purposes constructing a new Fire Station, and the Village is willing to convey the Village Parcel to the Fire District.

C. The Village and the Fire District have the authority to complete this mutual transfer of parcels of real estate identified above (collectively the "Transfer Properties") under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. (the "Statutes").

D. The parties hereby agree that the value of the Fire Station Parcel and the Village Parcel being exchanged under the terms and conditions set forth in this Agreement are approximately equal.

#### Section 2. Subdivision

The various parcels of the Fire Station Parcel shall be combined into one parcel, and the various parcels of the Village Property shall be combined into one parcel, including a final determination of the exact dimensions and acreage of the Village Property up to 1.7 acres, through the subdivision process by the Village, which process will be conducted at the Village's cost and shall be completed before the transfer of title. The subdivision of the property may be determined together with a map amendment for each of the properties and/or a special use/PUD. The parties further anticipate that a planned unit development shall be initiated by the Village for all of Block One at a future date, before or after the closing, depending on the timing of the transfer of title, and the parties shall cooperate and coordinate with each other for the benefit of the public in that regard.

# Section 3. Transfer of Transfer Property/Village Contribution

The Village shall transfer the Village Parcel to the Fire District, and the Fire District shall transfer the Fire Station Parcel to the Village on the Closing Date on the terms and conditions hereafter described. Each party shall transfer title by a fully executed, recordable, stamped warranty deed subject only to the following permitted exceptions described herein, if any, (none of which shall impair the use of the Real Estate as a residence): (a) building set-back lines and use or occupancy restrictions, (b) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (c) zoning laws and ordinances, (d) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (e) drainage ditches, feeders, laterals and drain tile, pipe or other conduit (the "Permitted Exceptions"). The Village hereby agrees to provide \$1,276,000 for the acquisition of the Fire District Parcel in lieu of the Village' contribution to site development costs for the purpose of preparing the rest of Block One for redevelopment.

#### **Section 4. Title Insurance**

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

# **Section 5. Contingencies**

This Agreement is contingent on the following:

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

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

C. The subdivision process to combine and consolidate parcels and to determine the exact dimensions and acreage of the Village Parcel necessary to accommodate the design of the fire station, which may be up to 1.7 acres, shall be completed prior to closing;

D. The Village must take title to all of the Village Parcel;

E. Both parties shall follow the requirements of the Statutes to approve the purchase and sale of the respective parcels;

F. The Fire District shall make a final determination on new building construction and dimensions and size of the parcel required to accommodate the new construction, not to exceed 1.7 acres in area;

G. Either party may, upon written notice to the other party, terminate this Agreement during the Contingency Period if the either party determines that 1) the total value of the two parcels are not approximately equal to or each other, given the unique value to both parties; or 2) the construction of the new fire station facility on the Village Parcel is not economically feasible or in the best interests of the public, and either party may terminate the Agreement if the other party has failed to complete that party's required contingencies when the Contingency Period ends.

**Section 6. Contingency Period**. A Contingency Period shall run one hundred fifty (150) days from May 1, 2023 to allow the Fire District to determine the feasibility of building on the Village parcel, including stormwater retention, burying power lines, alley widening, curb cuts, road improvements and other requirements for constructing a new fire station on the Village Parcel, and the Fire District may terminate the Contract by written notice to the Village before the end of the Contingency Period.

# Section 7. Closing; Costs.

Within sixty (60) days from the end of the Contingency Period, the closing shall take place at Chicago Title Insurance Company, in Geneva, Illinois, (the "Closing Date"). The Village and the Fire District each shall execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary documentation from the Title Company to effectuate a "New York Style" closing, including without limitation a Gap Undertaking and an ALTA Statement. On the Closing Date, the obligations of Buyer and Seller shall be as follows:

A. Both parties shall execute and deliver deeds conveying title to the Transfer Properties to the other party, subject to the Permitted Exceptions, and any exceptions created or suffered by transferee.

B. The transfers are exempt from State and County transfer taxes, but Village and Fire District shall execute transfer tax declarations for the State of Illinois and Kane County

C. Both parties shall execute such other documentation as is required by applicable law to effectuate the transaction contemplated hereby, including, without limitations, a FIRPTA affidavit, if required, and such other documentation as is reasonably required by the Title Company to issue a title policy in accordance with Section 4 hereof, including without limitation, ALTA statements and gap undertakings, if required. This Section 7 shall not require either party to incur any extraordinary obligations at the request of the Title Company.

D. Such other documents, instruments, certificates and confirmations as may be reasonably necessary to consummate the exchange between the parties pursuant to the terms of this Agreement.

E. Each party shall pay one half of the escrow closing fee, and each party shall pay its own attorneys' fees, for its own title insurance policy for the parcel being transferred to it, for the deed being transferred to the other party, and for any wire fees and other fees attributable to that party.

F. Each party, separately, shall bear the costs relating to the preparation of the documents and the recording for their own parcels being transferred to other the party and for their own title insurance as each party determines.

#### Section 8. No Real Estate Taxes

The parties acknowledge and agree that the Transfer Properties currently are or will be considered exempt from real estate taxes because of the governmental ownership by the Fire District and Village, respectively, and, therefore, no real estate taxes should be due or payable by either party, except for the 2022 real estate taxes owed on the portion of the Village Parcel acquired from a private owner in contemplation of this Agreement, which the Village of North Aurora shall pay when those taxes become due and payable.

#### Section 9. Terms and Conditions Related to the Transfer Properties

A. Insurance. The Fire District shall continue to ensure the Fire District Property from and after the transfer of title to the Village for as long as the Fire District has possession of the property.

B. Power Lines. The Fire District shall spend no less than \$411,500.00 to bury up to twelve (12) power line poles located on the western portion of Block One (dependent on cost) and pay for the cost of the burial, unless the cost to bury the twelve power line poles is less than \$411,500.00.

C. Alley; Cross Access. The alley running north and south from State Street to Oak Street shall remain in place, subject to future determination whether to vacate that portion of the alley that extends south from the southern edge of the Village Parcel being transferred to the Fire District when the PUD for Block One is considered. That portion of the alley that extends south from the southern edge of the Village Parcel being transferred to the Fire District, or any portion thereof, may be vacated in the PUD process, and cross access easements shall be considered as necessary and appropriate at that time, provided that the Village Parcel being transferred to the Fire District shall always have access over the alley (or easement in lieu thereof) running along the east side of that parcel north to Oak Street sufficient for Fire District purposes. The Village agrees to work with the Fire District in communications with IDOT and the parties shall coordinate and work together with IDOT, as required, to maintain access to Route 31 or seek to relocate that access, in keeping with the Fire District's designs. Where feasible, the Fire District agrees to allow public cross access for ingress and egress to and from the greater Block One parcels and Route 31, which cross access details shall be worked out in coordination with the Village through a special use/PUD process for the whole Block One area when the Village initiates the special use/PUD process at some point in the future.

D. Demolition. The Fire District shall be responsible for the demolition of any site improvements located on the Village Parcel. The Village shall be responsible for the demolition of any site improvements located on the Fire Station Parcel, but only after the Village has taken possession of the Fire District Parcel.

**Section 10. Representations and Warranties of Fire District**. The Fire District represents and warrants to the Village that, as of the date of this Agreement and the date of the Closing:

A. The Fire District owns fee simple title to the Fire District Transfer Parcel;

B. The persons executing this Agreement on behalf of the Fire District, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Fire District's obligations hereunder, have full authority to bind the Fire District to such obligations and to so act on behalf of the Fire District;

C. There are no persons in possession of, or having a right to possession of, any part of the Fire District Parcel other than the Fire District;

D. The Fire District has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;

E. The Fire District has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Fire District Property other than this Agreement;

F. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Fire District, will not result in a breach or default under any agreement to which the Fire District is a party or to which the Fire District is bound, and will not violate any restriction, court order, or agreement to which the Fire District is subject;

G. The Fire District has no knowledge of any liability, responsibility, or obligations, whether fixed, unliquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Fire District has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Fire District has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the Fire District Parcel of any hazardous substance (as defined under applicable environmental laws) or petroleum; and

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

Section 11. Representations and Warranties of Village. The Village represents and warrants to the Fire District that, as of the date of this Agreement and the date of the Closing:

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

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

# Section 12. Accuracy of Representations as of Closing; Survival.

As a condition to the Closing for the benefit of each party, the representations and warranties of each party in Sections 10 and 11 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 10 or 11 is not true and correct. The representations and warranties in Sections 10 and 11 of this Agreement will survive the Closing.

# Section 13. Risk of Loss.

Each party shall bear the risk of loss, damage or destruction of the respective parcels by fire or otherwise until the Closing. Either party shall have the option to terminate this Agreement upon any material change in the other Parcel prior to Closing from any cause whatsoever. After the Closing and until the date that possession of the Fire District Parcel is turned over to the Village, the Fire District shall bear the risk of loss of the Fire District Parcel and shall maintain insurance on it for the last appraisal value amount.

# Section 14. Possession

Possession of the Village Parcel shall transfer immediately on transfer of title to the Fire District, but possession of the Fire District Parcel shall transfer to the Village only upon completion of construction and occupancy of the improvements to be constructed by the Fire District on the Village Parcel.

# Section 15. No Broker Fees

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

# Section 16. Notices.

Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (1) actual receipt, (2) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (3) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party has the right to change

the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

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

	Village of North Aurora
	c/o the Village Administrator
	25 E. State Street
	North Aurora, IL 60542
With a copy to	
	Drendel & Jansons Law Group
	c/o Kevin G. Drendel
	111 Flinn Street
	Batavia, IL 60510
Jotions and communications	to the Fire District report he addressed to and delivered at the

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

	North Aurora Fire Protection District c/o Fire Chief 2 Monroe Street
	North Aurora, IL 60542
With a copy to	
	Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
	c/o Shawn P. Flaherty
	1804 North Naper Boulevard, Suite 350
	Naperville, Illinois 60563

#### **Section 17. General Provisions**

A. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Village of the Transfer Property and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

C. Incorporation of Exhibits. Exhibit A attached to this Agreement is incorporated into and made a part of this Agreement by this reference.

D. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

E. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

# Section 18. Patriot Act

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

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

# VILLAGE OF NORTH AURORA

NORTH AURORA FIRE PROTECTION DISTRICT

By Mark Gaffino, its President

By Kevin Fatten, Board President

Attest:

Attest:

By Jessica Watkins, its Secretary

By Jerry Auchstetter, Board Secretary

# EXHIBIT A

LOTS 1, 2, 3, 4, 5, 6, 38, 39, 40, 41, 42, 43, 44, 45, AND 46 AND THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 46 IN BLOCK 1 OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PINs: 15-04-206-012; 15-04-206-013; 15-04-206-014; 15-04-206-015

# EXHIBIT B

# North Aurora Parcel Legal Description [to be determined]

# VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
 CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
 FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
 SUBJECT: TIF FAÇADE GRANT – 207-225 S. LINCOLNWAY
 AGENDA: MAY 15, 2023 REGULAR VILLAGE BOARD MEETING

# ITEM

Resolution approving TIF Façade Grant funding in the amount of \$20,000 for the properties located at 207-225 S. Lincolnway, North Aurora, Illinois

# DISCUSSION

The North Aurora Tax Increment Financing Grant Program (NATIFGP) provides financial assistance to commercial property owners to make building, landscaping and signage improvements within the TIF district. The NATIFGP offers reimbursement up to 50% of the cost of improving storefronts, building façades and site enhancements up to \$20,000.

The subject properties are under common ownership (Irish Ventures Two, LLC) and includes several businesses such as: The Vintage Market (211 S. Lincolnway), Alliance Associates Realtors (215 S. Lincolnway), Wild Rose Florist (217 S. Lincolnway) and the Midwest Occupational Health Management Services (221 S. Lincolnway). The property owner is requesting \$20,000 in NATIFGP funding for parking lot improvements in front of said businesses along Route 31.

Staff has reviewed the submittal information for eligibility and the above requested project meets the established criteria for the NATIFGP. The minimum of two bids were provided and are included with the application packet. The lowest bid of \$79,200 was provided by Midwest Sealcoating, Inc. As both bids exceed \$40,000, the maximum allowance of \$20,000 would be applied to the project.

Staff notes the following condition of approval:

• Each property shall provide the required number of accessible parking space(s) along with the proper location, size, markings and signage.

Staff notes that this is the first time the Village Board has reviewed this request. Staff is requesting approval of this application on first read to allow the property owner to begin work on the proposed improvements.

#### RESOLUTION No.

# RESOLUTION APPROVING TIF FAÇADE GRANT FUNDING IN THE AMOUNT OF \$20,000 FOR THE PROPERTIES LOCATED AT 207-225 S. LINCOLNWAY, NORTH AURORA, ILLINOIS

**WHEREAS**, the President and the Board of Trustees established the United Tax Increment Financing District by Ordinance No. 21-07-19-08, passed on July 19, 2021, and have approved a Façade Grant Funding Program for the properties in the United TIF District and Route 31 TIF District;

**WHEREAS**, an application has been filed requesting façade grant funding for the properties located at 207-225 S. Lincolnway in the Village of North Aurora in the amount of \$20,000 for certain parking lot improvement costs; and

**WHEREAS**, the President and the Board of Trustees find that granting the application would be consistent with the purposes of the United TIF District, meets the criteria for the Façade Grant Program and is in the best interests of the Village of North Aurora.

**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. A façade grant in the amount of \$20,000 is hereby approved for the properties located at 207-225 S. Lincolnway, North Aurora, Illinois, subject to the following condition:

a) Each property shall provide the required number of accessible parking space(s) along with the proper location, size, markings and signage.

3. This Resolution shall take immediate full force and effect from and after its passage and approval.

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

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

Jason Christiansen \_\_\_\_\_ Mark Guethle \_\_\_\_\_ Todd Niedzwiedz \_\_\_\_\_ Laura Curtis \_\_\_\_\_\_ Michael Lowery \_\_\_\_\_ 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:

Jessi Watkins, Village Clerk





# TAX INCREMENT FINANCING DISTRICT FAÇADE GRANT PROGRAM [Application Form]

Loan Amount Requested: \$ 20,000	Total Project Cost: \$ 50,000 (Projected)
1. Applicant Information	
Name: Brian Dolan	
Home Address: 765 Orchard	Ave, Aurora, 12 60506
Phone: 630 774 8524	Email: bdolan & dolanmurphy. com
Applicant is: Owner / Tenant	If tenant, term of lease:
If tenant, name & phone of owner:	
	Inway, North Aurora, 12 60542
	-476-004,-005,-006,-007,-00r
3. Proposed use of funds:	
Canopy/Awning	Tuck Pointing
Windows/Doors	Exterior Lighting
Painting	Restoration of Architectural Feature
Landscaping	Exterior ADA Accessibility
Demolition	Parking Lot Improvements

\_\_\_\_ Other (please specify) \_\_\_\_\_

# 4. Breakdown of Project:

Estimated Amount	Description of Work
A. \$ 50,000	Parking lot restoration
B. \$	
C. \$	
D. \$	

# TO COMPLETE THIS APPLICATION, PLEASE ATTACH THE FOLLOWING INFORMATION TO FURTHER DESCRIBE THE PROPOSED PROJECT:

- > Preliminary cost estimates (typically a copy of itemized contractor estimates/quotes).
- > Site plan and elevation drawn to scale, with scale(s) noted, illustrating the proposed improvements. Proposed materials, colors, finishes and details, including signage (if any).
- > Elevations of any façade proposed to be drawn to a scale of a least 1.8": 1'; each elevation drawing should include notations of proposed materials, colors, finishes, and details. The drawing should clearly show proposed signage (if any).
- > Clear and identifiable photographs, at least 5"x7" in size, of the building facades and facades of buildings on the same block. If more than one façade is proposed for renovation, photographs of each facade and buildings on the same block should be submitted.

# 5. Statement of Understanding:

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Village of North Aurora Tax Increment Financing District Grant Program and the conceptual design and outline specifications as agreed to by the applicant and the grantor.
- B. The applicant understands that the applicant must submit detail cost documentation, copies of building permits, bids contracts and invoices and contractor's final waivers of lien upon completion of the approved improvements.

Applicant's Signature:

AN

Date: 5/2/23

If the applicant is other than the owner, the following line must be completed:

I certify that I, the owner of the property at do authorize the applicant to apply for a grant under the Village of North Aurora Tax Increment Financing District Grant Program and to undertake the approved improvements.

Lease beginning date: \_\_\_\_\_ Lease ending date: \_\_\_\_\_

Owner's signature:

Return completed application form to:	
25 E. Sta North Auro (630) 89	pment Department orth Aurora ate Street ra, IL 60542 97-1457 thaurora.org
Date application received: 5 2 23 Z	Coning District : B-3 Distlict
United TIF Route 31/Lincolnway Th	
Minimum of two cost estimates for each work	item: Yes No
Ineligible improvements, if any:	
Grant Approved Date:	Grant Denied Date:
Total estimated project cost: \$	Reason:
Percent applied for grant:	
Total amount of grant: \$	



# MIDWEST SEALCOAT, INC.

Parking Lots & Driveways

1210 Lyon Rd Batavia, IL 60510 630-406-0667 phone 630-406-0668 fax

Job Location

N. Aurora IL 60542

205-229 S. Lincolnway

# **Estimate**

Date Estimate #

23-148

www.mwsealcoat.com

4/25/2023

Name / Address

Dolan and Murphy Attn: Brian Dolan 765 Orchard Ave. Aurora, IL 60506

	Project	P.O. No.	Rep
	2023 Budget		PV
Description		Total	
Excavate approx 22,000 sq ft of existing asphalt up to 3" in depth, haul out and properly dispose of broken asphalt . fine grade and compact existing base. Install 1.5" hot asphalt binder course compacted. followed by the installation of 1.5" of hot asphalt surface course compacted. New line marking layout			79,200.00
PLEASE NOTE: Customer is responsible for purchasing and obtaining I.D.O.T/or other permits testing, bonds, removals, topographical survey, engineering prints, layouts, prevailing wages, overtime, traffic control, phasing, material increases. Without soil reports; under-cut and additional stone may be required at an additional cost. Upon excavation of asphalt surface an inspection of existing aggregate base will be done. If aggregate base is determined by City inspector and/or by Midwest Sealcoat Inc. to be unsuitable then additional costs will be determined for the necessary repairs to maintain the original warranty of the contract. Unmarked private or public utilities if damaged, will be the customer's responsibility to repair if not identified before work commences. A 30% deposit is required. QUOTE IS GOOD FOR 7 DAYS due to volatile sealcoating and asphalt prices. J.U.L.I.E. to mark out site for utilities, project subject to change if utilities are an obstruction.			0.00
Sales Tax			0.00
		Total	\$79,200.00

If any permits are required buyer agrees to pay for and obtain all required permits. Midwest hereby warrants its workmanship for a period of 1 year from completion of this project. Midwest agrees to correct defects of workmanship if purchaser notifies Midwest in writing of such defects within the applied warranty period. Under this agreement of warranty, Midwest will not be held responsible for repairing damages due to normal wear and tear. Payment to be made upon completion of job, with a 1.5% monthly interest to be applied to any unpaid balance after 20 days. Should legal means be necessary to collect any unpaid amount the buyer agrees to pay all legal costs.

Customer Signature

DNM Sealcoating Inc.

5N515 Meadowview Ln. St. Charles, IL 60175 630-365-1816

.

s

Name / Address	
Dolan and Murphy 765 Orchard Ave. Aurora, IL 60506	
Customer Phone	Customer E-mail

Description		Total
JOB LOCATION: 205-229 S Lincolnway North Aurora, IL 60542		
Removal of existing asphalt and haul away all debris. Regrade base as needed, pave area measu 22,000 sq ft. by installing 1.5" of binder rolled to compaction followed by installing 1.5 of hot rolled to compaction.	ring up to surface	82,500.00
Line marking: NEW LAYOUT	,	
If additional base work is needed, it will be an extra charge to excavate the area and provide new needed.	v stone as	
If any permits/JULIE are required customer agrees to pay for and obtain all required permits. Di warrants its workmanship for a period of 1 year from completion of this project. DNM agrees to defects of workmanship if customer notifies DNM in writing of such defects within the applied period. Under this agreement of warranty, DNM will not be held responsible for repairing dama normal wear and tear. A 35% DEPOSIT IS REQUIRED. Payment to be made upon completion QUOTE IS GOOD FOR 7 DAYS	correct warranty	
PLEASE NOTE: Due to the volatility in material costs prices are subject to change.		
hank you for allowing us to bid your property.	Total	C00 C00 00
		\$82,500.00

**Estimate** 

Date	Estimate #	
4/25/2023	11306	

Customer Signature

# VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: 307 S. LINCOLNWAY TAX INCREMENT FINANCING REQUEST
AGENDA: MAY 15, 2023 REGULAR VILLAGE BOARD MEETING

# ITEM

An Ordinance approving a TIF Agreement for the property located at 307 s. Lincolnway, North Aurora, Illinois

#### DISCUSSION

The subject property is a vacant 1.42 acre tract of land located directly south of I-88 on IL Route 31 in the Route 31 Tax Increment Financing District. The property owner is requesting \$66,167.00 in funds from the Route 31 Tax Increment Financing District to satisfy payment to the Illinois Department of Transportation for the release of access control to allow for a right-in, right-out curb cut onto IL Route 31. The \$66,167 being requested by IDOT is the average of the difference of the property's value with and without the curb cut. The Village's TIF consultant, Teska Associates, Inc., has verified that the proposed expense would be an eligible use of TIF funds.

According to documentation submitted by the property owner, the previous property owner was compensated \$41,250.09 to relinquish rights to curb cut access. According to the current property owner, the access rights were surrendered for a planned conversion of Route 31 to a freeway. Said document does allow for ingress and egress for one single family residence or for agricultural purposes. The property is located in the B-3 Central Business District and is currently being marketed for commercial use.

Staff solicited feedback from the Village Board on the request at the February 6, 2023 Committee of the Whole meeting. The Board was not entirely in agreement on the request as some members believe the curb cut access rights should be handled by the property owner. The Board agreed that they would not want to restrict future property owners from requesting TIF funding, for fear that it may hurt the sale and development of property. The Board concluded by directing staff to bring an agreement back, but wanted the agreement to reflect a restriction on the current owner from coming back to the Board with additional TIF requests for the property.

A TIF Agreement was drafted by staff and the Village Attorney and presented to the Village Board for feedback at the May 1, 2023 Committee of the Whole meeting. Staff would like to highlight the following elements of the TIF Agreement:

• The property owner would not be able to request any additional monetary funds from the Village for the subject property.

- The agreement applies to property owner and would not run with the land.
- If the General Assembly determines that an amount must be paid for the Route 31 access is higher than the \$66,167.00, the property owner would be responsible for paying the additional amount.
- If the General Assembly determines that an amount must be paid for the Route 31 access is lower than the \$66,167.00, the property owner would be required to reimburse the Village the difference promptly upon receipt of the refunded payment amount.
- If the General Assembly denies the request for Route 31 access, the \$66,167.00 would be required to be reimbursed to the Village promptly when the funds are returned.
- The property owner is required to diligently pursue approval of the Route 31 access and if the General Assembly fails to take action on the Route 31 access request within three (3) years from the date the agreement is approved, the property owner shall assign the right to the Village to seek return of the Incentive Amount to the Village.

While certain Board members asked questions about the concept of providing funds for curb cut access rights, the Village Board ultimately recommended staff bring it back for final consideration at a later date.

Mr. Michael Toth

**Community and Economic Development Director** 

Village of North Aurora

25 E. State Street

North Aurora, IL 60542

Re: Request for Tax Increment Funding for Commercial Curb Cut on Route 31, 307 S. Lincolnway, Norh Aurora, Illinois. Parcel I.D. 15-09-225-005

#### Dear Mr. Toth,

The subject parcel is owned by Allante Real Estate L.L.C., a legal entity that I own. The 1.42 acre lot is zoned B-3 CBD designed to accommodate retail and office uses. Residential use is not allowed. The current Future Land Use Plan Map shows this property slated for "retail use". I bought this land during 2000 and had this lot excluded from the then newly enacted TIF District because I was then an incumbent Village Trustee. The TIF District was expanded in 2010 when I was no longer a sitting Trustee.

I have herewith enclosed a series of eight exhibits to memorialize my history of ownership and my rational for this request. Please review each exhibit as you read through this letter to associate my comments with each exhibit.

I am requesting the TIF fund pay the State of Illinois Treasurer \$66,167.00 to release the access control for the subject parcel.

Exhibit 1

Marketing flyer showing geographic location of site.

Exhibit 2

RELEASE FOR FREEWAY document on file at the Kane County Recorder Office that was recorded in 1964.

This document shows the lot owners at that time were paid by the State of Illinois the sum of \$41,250 to surrender access rights to the property for a planned conversion of Route 31 to a freeway. The only uses allowed since then to qualify for an access point off or on the Route 31 are for agricultural uses or for one single family residence. This document was not listed in the title policy issued to me when I bought the land nor did the sellers I purchased the lot from advise me of this restriction. I did not find out about the restriction until a few years later and by that time the Tollway Authority had told me they were going to purchase the lot from me to accommodate a new entrance ramp for the Tollway. The Tollway Authority prevented me from doing any development on this site for almost ten years and eventually changed their design plan. I was not allowed to apply for a curb cut until 2010 after the Route 31 tollway bridge expansion was completed.

#### Page Two Request for TIF Funding

#### Exhibit 3

This is a plat of the Grant of Sewer Easement on this lot that I donated to the Village of North Aurora. The appraised value of this easement at the time I made the donation was seventy thousand dollars.

#### Exhibit 4

Copies of my correspondence with the Illinois Department of Transportation (IDOT) requesting a curb cut starting in 2007. By that time the Tollway Authority had bought the two lots east of the subject site to build the now existing retention area and advised me they were not going to by my lot. After all the bridge construction was completed I began marketing the site in 2010. I have had one legitimate offer to purchase the lot since then but the sale was cancelled a few days prior to closing in 2020 because of the time required to obtain a curb cut. During January of 2021 I applied for a curb cut so that lack of access would no longer stop a sale of the property.

#### Exhibit 5

Notice of Public Meeting on March 16, 2009 to allow the Village Board to expand the TIF District boundaries. That announcement defines the proposed Redevelopment Plan that was later adopted. That document states that the fund will provide financing for "eligible project costs" that may include "reconveyance of land". Ownership of land is composed of the ownership of a "bundle of rights" as codified in various real estate laws. Those bundle of rights include "air rights", "mineral rights", "ripairian rights", "below ground rights", "utility rights", "easement rights" and "access rights" among others. These various "rights" can be conveyed individually without disturbing or voiding other rights.

When the previous owners of the subject site sold the access rights for this lot it was a conveyance of a land right peculiar to this property. Repurchasing of this right is a reconveyance of that land right back to the land owner.

# Exhibit 6

Appraisals used by IDOT to determine fair compensation to IDOT for Release of Access Rights for the subject property. When IDOT acquires a land right it uses taxpayer money. Illinois law allows that right to be repurchased from IDOT when the State of Illinois no longer needs that right. The plan to make Route 31 a freeway that was formulated sometime prior to 1965 was later abandoned making the access rights acquired for that project available for reconveyance to the adjacent / affected land owner.

The determination of value of the reconveyance is determined by averaging the appraised current value of the affected parcel with and without the access right. Three separate appraisals are done by state approved appraisal firms. Their collective values of the before curb cut and after curb cut values are then averaged to calculate a fair price for the taxpayer. The newly calculated value is \$66,167. Note that the green margin tab I have affixed to each appraisal highlights the appraiser's opinion that the highest and best use of this property is as a retail site.

# Exhibit 7

Proposed site plan showing location of curb cut that I submitted with my request to IDOT. IDOT has approved a right-in/right-out at any location along the Route 31 property line.

Page 3 Request for TIF Funding

Exhibit 8

Status letter from IDOT on 3/10/2022. I originally applied for the curb cut on January 29, 2021. I was told numerous times the long delay was due to Covid-19 issues. Now that it is two years later I want to get the access approval paid for so that DOT can forward my request to the Illinois General Assemble for final approval during the upcoming spring session.

Exhibit 9

Approval letter for the request of release of access to my lot and IDOT request of immediate payment of \$66,167.00

The adjacent land owner has advised me he has no interest in acquiring this land.

The only way this lot will be developed as desired by the long range Route 31 business development plan is via Route 31 access.

Thank You for your time and consideration of this request.

Al Broholm, President

Allante Real Estate L.L.C.

630-450-4558



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

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

# ORDINANCE APPROVING A TIF AGREEMENT FOR THE PROPERTY LOCATED AT 307 S. LINCOLNWAY, NORTH AURORA, ILLINOIS

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 \_\_\_\_\_

#### THE VILLAGE OF NORTH AURORA

#### ORDINANCE No.\_\_\_\_\_

# ORDINANCE APPROVING A TIF AGREEMENT FOR THE PROPERTY LOCATED AT 307 S. LINCOLNWAY, NORTH AURORA, ILLINOIS

WHEREAS, the President and Board of Trustees previously adopted and approved Ordinance No. 02-08-12-01, being an Ordinance Designating the Route 31 Redevelopment Project Area; Ordinance No. 02-08-12-02, being an Ordinance Approving the Redevelopment Plan and Project for the Route 31 Redevelopment Project Area; and Ordinance No. 02-08-12-03, being an Ordinance Adopting Tax Increment Financing for the Route 31 Redevelopment Project Area (hereinafter "Route 31 TIF Ordinances"); and

**WHEREAS**, the Tax Increment Financing District has been established and created to encourage, promote, and spur on development and redevelopment of obsolete, vacant and blighted parcels along the Route 31 Corridor; and

WHEREAS, Allan Broholm (d.b.a Allante Real Estate, LLC), ("Owner") owns the property located at 307 S. Lincolnway, North Aurora, Illinois, which is in the Route 31 Redevelopment Project Area and legally described as follows (the "Property"):

#### **PARCEL ONE:**

THAT PART OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 &AST OF THE THIRD PRINCIPAL MERIDJAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OP INTERSECTION OF THE NORTH LINE OF SAID SECTION 9 WITH THE EASTERLY LINE OF THE AURORA AND BATAVIA ROAD (STATE ROUTE 31) AND RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE 400.34 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 9, 539. 93 FEET MORE OR LESS TO THE WEST LINE OF THE RIGHT OF WAY OF THI! CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH ALONG THE WEST LINE OF SAID RIGHT OF WAY 119.91 FEET; THENCE WEST PARALLEL WITH SAID SECTION LINE 551.12 FEET TO THE EASTERLY LINE OF SAID AURORA AND BATAVIA ROAD (STATE ROUTE 31); THENCE · NORTHERLY ALONG SAID EASTERLY LINE OF SAID ROAD 117.66 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART DESC!UBED AS FOLLOWS : COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 9 WITH THE SAID EASTERLY LINE OF THE AURORA-BATAVIA ROAD (STATE ROUTE 31); THENCE SOUTHERLY ALONG SAID EASTERLY LINE 400 . 34 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 117.66 FEET; THENCE EASTERLY ALONG A LINE FORMING A DEFLECTION ANGLE OF 78 DEGREES 22 MINUTES 30 SECONDS TO THE LEFT 24. 76 FEET; THENCE NORTHERLY ALONG A LINE FORMING A DEFLECTION ANGLE OF 103 DEGREES 14 MINUTES TO THE LEFT 118.34 FEET; THENCE WESTERLY ALONG A LINE FORMING A DEFLECTION ANGLE OF 76 DEGREES 46 MINUTES TO THE LEFT 21.36 FEET TO THE POINT OF BEGINNING) IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

#### PARCEL TWO

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9 AND THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOOTH OF THE NORTH BOUNDARY LINE OF PARCEL ONE AS EXTENDED TO THE CENTER OF THE FOX RIVER, EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND NORTH OF THE SOUTH LINE OF SAID PARCEL ONE EXTENDED TO THE CENTER OF THE FOX RIVER, TOGETHER WITH ALL OF THE RIPARIAN RIGHTS APPURTENANT TO SUCH LAND, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

#### THE VILLAGE OF NORTH AURORA

**WHEREAS**, the Property is located in what the Village Board has previously identified as the key commercial corridor of the Route 31 Redevelopment Project Area; and

**WHEREAS**, the Owner requested \$66,167.00 in funds from the Route 31 Tax Increment Financing District ("TIF") to satisfy payment to the Illinois Department of Transportation ("IDOT") for the release of access control to allow for a right-in, right-out curb cut onto IL Route 31; and

**WHEREAS**, The Village's TIF consultant, Teska Associates, Inc., has verified that the proposed expense is a TIF-eligible expense; and

**WHEREAS**, the President and Board of Trustees believe that the use of funds is consistent with the goals and purposes of the Route 31 Redevelopment Project Area and in the best interests of the Village.

**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 TIF Agreement ("Agreement") by and between the Village of North Aurora and Allan Broholm (d.b.a Allante Real Estate, LLC) for the property located at 307 S. Lincolnway North Aurora, Illinois, in the form attached hereto and incorporated herein as Exhibit "A" is hereby approved.

3. The Village President is hereby authorized and directed to sign the Allan Broholm (d.b.a Allante Real Estate, LLC) on behalf of the Village.

4. Effective Date. This Ordinance shall be in full force and effect from and 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.

Jason Christiansen	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.

\_\_\_\_\_

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk

# EXHIBIT A

# TIF AGREEMENT

By and Between

# THE VILLAGE OF NORTH AURORA, ILLINOIS,

an Illinois municipal corporation

and

# ALLAN BROHOLM (D.B.A ALLANTE REAL ESTATE, LLC)

An Illinois limited liability company

### TIF AGREEMENT

**WHEREAS**, Allan Broholm (d.b.a Allante Real Estate, LLC), ("Owner") owns the property located at 307 S. Lincolnway, North Aurora, Illinois, which is in the Route 31 Redevelopment Project Area and legally described as follows (the "Property"):

#### PARCEL ONE:

THAT PART OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 &AST OF THE THIRD PRINCIPAL MERIDJAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OP INTERSECTION OF THE NORTH LINE OF SAID SECTION 9 WITH THE EASTERLY LINE OF THE AURORA AND BATAVIA ROAD (STATE ROUTE 31) AND RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE 400.34 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 9, 539. 93 FEET MORE OR LESS TO THE WEST LINE OF THE RIGHT OF WAY OF THI! CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTH ALONG THE WEST LINE OF SAID RIGHT OF WAY 119.91 FEET; THENCE WEST PARALLEL WITH SAID SECTION LINE 551.12 FEET TO THE EASTERLY LINE OF SAID AURORA AND BATAVIA ROAD (STATE ROUTE 31); THENCE · NORTHERLY ALONG SAID EASTERLY LINE OF SAID ROAD 117.66 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART DESC!UBED AS FOLLOWS : COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 9 WITH THE SAID EASTERLY LINE OF THE AURORA-BATAVIA ROAD (STATE ROUTE 31); THENCE SOUTHERLY ALONG SAID EASTERLY LINE 400 . 34 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 117.66 FEET; THENCE EASTERLY ALONG A LINE FORMING A DEFLECTION ANGLE OF 78 DEGREES 22 MINUTES 30 SECONDS TO THE LEFT 24. 76 FEET; THENCE NORTHERLY ALONG A LINE FORMING A DEFLECTION ANGLE OF 103 DEGREES 14 MINUTES TO THE LEFT 118.34 FEET; THENCE WESTERLY ALONG A LINE FORMING A DEFLECTION ANGLE OF 76 DEGREES 46 MINUTES TO THE LEFT 21.36 FEET TO THE POINT OF BEGINNING) IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

#### PARCEL TWO

THAT PART OF THE NORTHEAST 1/4 OF SECTION 9 AND THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOOTH OF THE NORTH BOUNDARY LINE OF PARCEL ONE AS EXTENDED TO THE CENTER OF THE FOX RIVER, EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND NORTH OF THE SOUTH LINE OF SAID PARCEL ONE EXTENDED TO THE CENTER OF THE FOX RIVER, TOGETHER WITH ALL OF THE RIPARIAN RIGHTS APPURTENANT TO SUCH LAND, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

**WHEREAS**, the Property is located in what the Village Board has previously identified as the key commercial corridor of the Route 31 Redevelopment Project Area; and

**WHEREAS**, the Owner requested \$66,167.00 ("Incentive Amount") in funds from the Route 31 Tax Increment Financing District ("TIF") to satisfy payment to the Illinois Department of Transportation ("IDOT") for the release of access control to allow for a right-in, right-out curb cut onto IL Route 31 ("Route 31 Access); and

**WHEREAS**, The Village's TIF consultant, Teska Associates, Inc., has verified that the proposed expense is a TIF-eligible expense; and

**WHEREAS**, the President and Board of Trustees believe that the use of funds is consistent with the goals and purposes of the Route 31 Redevelopment Project Area and in the best interests of the Village.

NOW, THEREFORE, BE IT AGREED by and between the VILLAGE OF NORTH AURORA (hereinafter "The Village"), and ALLAN BROHOLM (D.B.A ALLANTE REAL ESTATE, LLC) ("Owner") as follows: 1. **Recitals**. The recitals set forth above are incorporated herein as a material component of this Agreement.

2. **Payments**. The Village shall distribute the Incentive Amount directly to the Illinois Department of Transportation promptly in connection with the formal request by the Owner for the Route 31 access.

3. **Owner's Covenants**. As a condition of receiving the payment, the Owner shall:

A. If the General Assembly determines that an amount must be paid for the Route 31 access that is higher than the Incentive Amount, Owner shall be responsible for paying the additional amount. If the General Assembly determines that an amount must be paid for the Route 31 access that is lower than the Incentive Amount, Owner shall reimburse the Village the difference promptly upon receipt of the refunded payment amount.

B. If the General Assembly denies the request for Route 31 access, the Incentive Amount shall be reimbursed to the Village promptly when the funds are returned to Owner.

C. Owner shall diligently pursue approval of the Route 31 access and if the General Assembly fails to take action on the Route 31 access request within three (3) years of the Effective Date, Owner shall assign the right to the Village to seek return of the Incentive Amount to the Village.

D. Pay all real estate taxes and municipal utilities and other amounts due to the Village promptly when due.

4. **Breach**. The Owner shall be in breach of this Agreement if the Owner fails to comply with the Owner's Covenants.

5. **Force Majeure**. If a failure to comply with Owner's Covenants is a result of God or other forces majeure (acts that are not reasonably in the control of the Owner), such as fire, hurricane, tornado, etc., are exceptions, Owner shall provide notice immediately after the event causing the failure, stating the reason(s) for the failure. If the Village disagrees that the failure is warranted, the Village shall respond in writing within thirty (30) days of the notice stating the reason(s) for the disagreement, otherwise the failure to comply shall be considered excepted from the breach provisions.

6. **Termination**. The Village may terminate the Agreement for breach if, after notice in writing of the breach, the Owner fails to correct the breach within thirty (30) days, if the breach is able to be corrected in thirty (30) days, or fails to begin correcting the breach within thirty (30) days and continues efforts to correct the breach diligently thereafter if the breach is not one that is capable of being corrected in thirty (30) days. Nonpayment of taxes or municipal utilities or other

monetary obligations to the Village is considered a breach that is capable of being corrected within thirty (30) days.

Right to Inspect. The Village shall have the right to inspect the Property and 7. records of the Owner at reasonable time and as reasonably appropriate to determine compliance with this Agreement.

8. Additional Covenants. The Owner agrees not to request any additional monetary funds from the Village for the Property.

9. The Entire Agreement. This Agreement is the entire agreement of the parties, and no modification of the Agreement shall be valid unless and until such modification(s) are agreed and signed in writing by both parties.

Application. This Agreement shall apply to the Owner and shall not run with the 10. land.

**IN WITNESS WHEREOF**, the parties hereto have caused this Redevelopment Agreement to be executed as of the day and year first above written.

ALLAN BROHOLM (D.B.A ALLANTE REAL ESTATE, LLC) a Sole Proprietor

By: \_\_\_\_\_ Its Manager

VILLAGE OF NORTH AURORA an Illinois municipal corporation

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

Its President



# Memorandum

То:	Mark Gaffino, Village President & Board of Trustees
Cc:	Steven Bosco, Village Administrator
From:	Brian Richter, Public Works Director
Date:	May 15, 2023
Re:	Renewal of an Agreement with Layne Christensen

The Village currently has six active wells that supply water to the distribution network. The Village has drilled two new since the last agreement was in place with Layne Christensen. To supply water from the aquifer to the distribution system, motors power pumps that force the water up through pipes and into the distribution network.

Over time these pumps, motors, and pipes require maintenance to extend their useful life. Occasionally when the pumps fail or a hole forms in the piping in the well, a professional firm is need to diagnose the electrical and mechanical failures and correct them. The services that Layne Christensen provides are specialized services that often require winches and cranes, and the repairs require specialized labor from machinists.

The advantage of signing a Professional Services Agreement with Layne is that they are the only company in Illinois that is designated as certified distributor for Byron Jackson equipment, the only type the Village currently uses. They provide reduced prices through this agreement, and they have recently opened up a new facility in Aurora. This can greatly reduce the time that a well is out of service. Other companies that would be able to pull the pump from well for service would have to send it to Texas where Byron Jackson is located. The maintenance and repairs performed on the pumps and motors receive a 5% reduction on labor costs. Additionally, the televising of the well shaft, which is considered a specialized service, received a 10% discount under this agreement. Attached you find a list of benefits for using Layne, a list of references, and a letter from Flowserve/Byron Jackson regarding the sales and servicing of their pumps.

The agreement has a five-year term ending in 2028. The Village is not obligated to exclusively use Layne Christensen under this agreement and has the ability to select another contractor at any time. Staff recommends entering into this agreement with Layne to take advantage of favorable pricing and their expertise.



Layne Christensen Company 721 W. Illinois Avenue Aurora, IL 60506

630/697-6941 graniteconstruction.com

January 12, 2023

# **Current Professional Service Agreements**

- 1. Village of Lake Zurich, IL
- 2. Village of Huntley, IL
- 3. Cordova Energy Company, Cordova, IL
- 4. City of Rockford, IL
- 5. Village of Montgomery, IL
- 6. Village of North Aurora, IL
- 7. Town of Normal, IL
- 8. British Petroleum, Whiting, IN
- 9. Exelon and ComEd, a division of Exelon, Illinois Stations
- 10. Village of Sugar Grove, IL
- 11. City of Aurora, IL
- 12. MWH Americas, Inc. (Chicago, IL)
- 13. Aux Sable Liquids LP
- 14. Aux Sable Midstream LP, Morris, IL
- 15. City of Dixon, IL
- 16. American Water Company
- 17. Aqua Illinois
- 18. Village of Oswego, IL
- 19. City of Morris, IL
- 20. Village of Elburn, IL



Pump Division Flowserve Pumps IDP Pumps

November 14, 2022

TO: Byron Jackson Type H/M Motor Users

RE: Byron Jackson New Motor/pump Sales and Well Pump Maintenance

At the request of our Illinois Flowserve/Byron Jackson distributor Layne Christensen, please be advised that Layne is our sole source representative for vertical submersible turbine well pumps in the state of Illinois. This includes new equipment sales, both pumps and motors, as well as Byron Jackson motor repair and replacement. This specifically includes municipal and industrial applications that are pumping water. (Potable or non-Potable). Furthermore, any contractor claiming to offer a Byron Jackson Submersible motor in Illinois, besides Layne – Aurora, is not offering a Flowserve factory supported motor.

Also please note that Layne Christensen field service crews have received both factory and field training in the proper handling of Byron Jackson well pumps and The Byron Jackson Type H mercury-sealed motors. Untrained non-Layne crews may not be capable of safely and properly handling the Byron Jackson Type H submersible motors and could void the warranty.

It is imperative that the factory certified personnel should service these Byron Jackson EPA and NSF approved Type H mercury-sealed motors, as well as Byron Jackson replacement double-mechanical seal motors. This would prevent any potential environmental concerns due to improper handling.

If you have any questions, please feel free to call me at 402-984-2189.

Sincerely,

**Flowserve Corporation** 

Daniel Mackin Senior Sales Engineer Flowserve Corp NA Groundwater Group

Flowserve Corporation Pump Division www.flowserve.com 1341 W. 2<sup>nd</sup> St. Hastings, NE 68901 Cell: 402-984-2189 Email: dmackin@flowserve.com



Layne Christensen Company 721 W. Illinols Avenue Aurora, IL 60506

630/897-6941 graniteconstruction.com

# **PROFESSIONAL SERVICES AGREEMENT BENEFITS**

- PRIMARY SERVICE AND TECHNICAL SUPPORT CENTER LOCATED IN AURORA, IL
- 5% DISCOUNT TO PUBLISHED LABOR RATES
- 10% DISCOUNT FOR SPECIALIZED SERVICE FEES SUCH AS DOWN HOLE CAMERA, DOWN HOLE LOGGING, CHEMICAL TREATMENT UNITS, PACKERS, ETC.
- PROVIDE EMERGENCY REPAIR PRIORITY UTILIZING EQUIPMENT FROM MULTIPLE OFFICES AS REQUIRED
- \$1,000,000 PUMP PART INVENTORY IN AURORA, IL LOCATION
- COMPLETE MACHINE SHOP / PIPE THREADING / COATING / FABRICATION SERVICES IN AURORA, IL LOCATION
- FLOWSERVE/BYRON JACKSON MAINTENANCE AND FACTORY CERTIFICATION
- ELIMINATES CONTRACTING REDUNDANCY / PROMOTES CONTRACTED VALUE

#### EXPERIENCE/RELIABILTY

- LAYNE OFFICE ESTABLISHED IN NORTHERN ILLINOIS IN 1924
- LAYNE OFFICE ESTABLISHED IN AURORA, IL IN 1950
- EXTENSIVE CLIENT RECORDS AND DATA BASE
- LAYNE EMPLOYS THIRTY OPERATING ENGINEERS, LOCAL 150 THAT AVERAGE TWELVE YEARS OF WATER WELL SUPPLY FIELD SERVICE
- LAYNE AURORA OFFICE IS A DIVISION OF GRANITE CONSTRUCTION, INC.
- LAYNE EMPLOYS THREE ILLINOIS LICENSED REGISTERED
   PROFESSIONAL ENGINEERS IN THE AURORA OFFICE THAT PROMOTE
   PROFESSIONALISM, EXPERTISE, AND INTEGRITY
- COMPREHENSIVE CORPORATE AND LOCAL SAFETY PROGRAM.

#### COMMUNITY

- LAYNE AND LAYNE'S EMPLOYEES CONTRIBUTE TAX DOLLARS TO THE STATE
   OF ILLINOIS AND TO NUMEROUS ILLINOIS GOVERNING BODIES (We work
   and\_live here)
- LAYNE IS INVESTED AS A STAKEHOLDER IN THE GLOBAL REPORT INITIATIVE TO PROLIFERATE AND INSURE LAYNE'S COMMITMENT TO GLOBAL ECONOMIC, SOCIAL, AND ENVIRONMENTAL RESPONSIBILITY.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated \_\_\_\_\_\_, 2023 and made by and between

#### Village of North Aurora, IL

25 E. State Street North Aurora, IL 60542 (Hereinafter "the Village" or "Company"),

### AND

#### LAYNE CHRISTENSEN COMPANY

(Hereinafter "Contractor"), a Corporation with a principal business address at 721 West Illinois Ave. Aurora, IL 60506

# IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE COMPANY AND THE CONTRACTOR AGREES AS FOLLOWS:

**1. DEFINITIONS**: When capitalized in the Agreement, the following words or phrases shall have the following meanings:

a) "Agreement' shall mean this Agreement, the conditions of the Agreement, all Schedules of the Agreement, and all Change Orders issued and Task Orders executed after execution of this Agreement.

b) "Village's Site" shall mean the location where the Work shall be performed,

c) "Change Order" shall mean a document signed by the Village and the Contractor and authorizes an addition, deletion, or revision in the work or an adjustment in the Price or the Contract Term, issued on or after the execution of the Agreement.

d) NOT USED.

e) "Or Equal" shall be understood to indicate that the "equal" product is the same or better than the product named in the Specifications in function, performance, reliability, quality and general configuration.

f) "Price" shall mean the price or prices stated in this Agreement and/or the applicable Task Order.

g) "Specifications" shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the Work as stated in the respective Task Order.

h) "Subcontractor" shall mean contractors, suppliers, vendors, and subcontractors of any tier and any other persons or entities contracting directly or indirectly with Contractor for the performance of the Work under this Agreement.

i) "Work" shall mean Services identified in the Specifications.

j) "Work Product" shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are produced or acquired by Contractor for or at the direction of the Village pursuant to the applicable Task Order.

2. SCOPE OF WORK AND PROCESS: The Work to be performed by Contractor under this Agreement shall be set forth in individual task orders ("Task Orders"). Upon the request of Company, Contractor shall prepare a Task Order containing an identification of the project ("Project"), description of the Work, compensation to be paid to Contractor for the performance of the Work, any Bonds required for the Work and a proposed schedule for the performance ("Project Schedule") for the Work. This Agreement does not obligate the Village to request Work from Contractor, nor does it obligate Contractor to accept orders for Work from Company. Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be as set forth in the individual Task Order. Changes to the Task Order shall be made in writing and signed by both parties.

**3. TERM:** This Agreement shall commence on **June 1, 2023** and shall expire on **May 31, 2028** unless terminated earlier pursuant to provisions contained herein ("Contract Term"). The Village and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension.

**4. REPRESENTATIVES:** The Village Representative ("Village Representative") shall be Adam Hake, Water Superintendent. Contractor's designated representatives shall be William Balluff, P.E, WRD Account Manager III. ("Contractor Representative"). Either party may change the name of its designated representative by giving written notice of same. The designated representatives shall be the primary points of contact for the Work but shall not have authority to change the terms of this Agreement.

# 5. NOT USED.

**6. PAYMENT:** The Village shall pay Contractor for the Work as outlined in the applicable Task Order, inclusive of all sales and use taxes. Work shall be conducted at the rates established in schedule b with a 5% reduction. A 10% reduction shall be applied to specialized service fees i.e. downhole video survey, Sonar Jet®, Boreblast<sup>TM</sup>, Chemical Treatment Unit, High Pressure Packer, Equipment Rental etc. Schedule B shall be updated annually to account for the Contractor's agreement with Union Local 150 Operating Engineers. Currently, the Local 150 agreement accounts for an increase in labor wages and fringes on October 1 of each year through 2024. The Local 150 agreement expires September 30, 2025.

**7. PAYMENT TERMS:** The Village shall pay Contractor invoices per the requirements of the Illinois Prompt Payment Act. If any portion of the Work does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by the Village until the nonconformity is corrected. The Village shall pay the Contractor for the Work as outlined above, inclusive of all sales and use taxes, as the same may be adjusted by Change Order.

# 8. NOT USED

**9. WARRANTIES:** Contractor represents, warrants and guarantees that any Work provided under this Agreement shall be: (1) provided in accordance with the Specifications and the requirements of this Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Contractor's particular area of expertise; (3) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; and (4) not manufactured and not priced or sold in violation and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. These warranties shall survive acceptance of the Work. Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Such warranties shall continue for a period of one (1) year from the date of final completion of the Work to be performed under the respective Task Order. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect. See specific warranty information detailed in exhibit 2.

10. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold the Village, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Contract. Contractor, however, will not be obligated to indemnify the Village against liability arising as a result of the Village's, or its directors', officers', employees', agents' or other contractors', negligence or intentional misconduct or other liability for which the Village has agreed herein to indemnify Contractor.

The Village agrees to indemnify, defend and hold Contractor, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of the Village, its employees, agents or subcontractors in the performance of this Contract. The Village, however, will not be obligated to indemnify Contractor against liability arising as a result of Contractor's, or its directors', officers', employees', agents' or subcontractors', negligence or intentional misconduct or other liability for which Contractor has agreed herein to indemnify the Village.

Contractor agrees to indemnify, defend and hold the Village, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which arise out of or result from any release or threatened release of any substance (whether or not hazardous), including, without limitation, any hazardous waste, hazardous substance, pollutant, contaminant, toxic material, irritant, waste gas, liquid or solid material (as defined under state, provincial, or federal laws), or failure to properly detect or evaluate the presence or release or threatened release of any such substances on or from the job site, as a result of the Contractor's, or its directors', officers', employees', agents', or other contractors' negligence or intentional misconduct or other liability for which the Contractor has agreed to indemnify the Village.

The Village agrees to indemnify, defend and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which arise out of or result from any release or threatened release of any substance (whether or not hazardous), including, without limitation, any hazardous waste, hazardous substance, pollutant, contaminant, toxic material, irritant, waste gas, liquid or solid material (as defined under state, provincial, or federal laws), or failure to properly detect or evaluate the presence or release or threatened release of any such substances on or from the job site, as a result of the Village's, or its directors', officers', employees', agents', or other contractors' negligence or intentional misconduct or other liability for which the Village has agreed to indemnify the Contractor.

11. LIENS: To the fullest extent permitted by law, Contractor shall take all actions necessary to prevent any Subcontractors from filing, any liens against the Village or its property, including the Village's Site, except when related to the Village's failure to make timely payments hereunder. In addition, Contractor shall defend, indemnify and hold harmless the Village and any of its property, including the Village's Site, from all such liens that are filed.

# **12. CLAIM FOR DAMAGES:**

Regardless of anything to the contrary in any other part of this Agreement, neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise, except in the event that the misconduct which give rise to such a damage claim are fraudulent or willful.

# 13. NOT USED.

# 14. NOT USED.

15. CHANGES: Village may at any time by a written Change Order notice make changes within the general scope of this Agreement and/or the respective Task Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects this Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by Contractor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by the Village, Contractor shall proceed with the change. Contractor shall not proceed with additional work without written authorization from the Village.

16. SUSPENSION OR INTERRUPTION OF WORK: The Village may direct Contractor, in writing, to suspend or interrupt all or any part of the Work for such period of time as the Village may determine to be appropriate. Contractor shall mitigate the costs of such suspension or interruption. The Village agrees to reimburse Contractor for those expenses necessarily incurred directly as a result of such suspension or interruption, subject to the Village's right to audit Contractor's books and records, except where such suspension or interruption results from Contractor's material noncompliance with the Purchase Agreement.

# **17. TERMINATION:**

a.) For Contractor's Default: In the event of a material default by Contractor in the performance of the Work, the Village may, with ten (10) days written notice of termination to Contractor, terminate this Agreement unless Contractor within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default.

b.) For the Village's Default: The Contractor may, with ten (10) days written notice of termination to the Village, terminate this Agreement for nonpayment of amounts owed under this Agreement for (60) days or longer after such amounts become due, unless the Village within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default... In the event of such termination by Contractor for any reason which is not the fault of Contractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Village, Contractor shall be entitled to recover from the Village payment for all Work executed and for all loss with respect to materials, equipment, tools, and construction equipment and machinery.

c.) Both the Contractor and the Village can terminate this agreement with written 30 day notification of the other party.

18. CONFLICT ERRORS; OMISSIONS: In the event Contractor or the Village becomes aware of any conflict, error or omission in the documents comprising this Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by the Village, subject to Contractor's right to seek to an equitable increase in compensation or time of performance. Additionally if technologies arise that reduce the cost of work performed or the quantity of materials increase significantly the Village reserves the right to seek a reduced price or increased delivery time.

**19. INSPECTIONS AND TESTS:** The Village may inspect the progress of the Work provided under this Agreement including Services and Work Product performed at Contractor's facilities. If this Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Contractor shall give the Village reasonable advance notice of completion of such portion of the Services

and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify the such portion of the Work Product until such inspection, test or approval is completed. Contractor shall notify the Village when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, the Village shall have the right to inspect and test the Work. The Village shall notify Contractor if the Work or parts thereof do not conform to this Agreement. Contractor shall promptly correct, repair or replace all nonconforming Work at its sole expense and shall be responsible for the costs of returning any nonconforming Work. Acceptance and payment by the Village shall not relieve Contractor of any of Contractor's duties and obligations.

# 20. NOT USED

21. THE VILLAGE'S PROPERTY: All tools, dies, jigs, patterns, equipment or material and other items furnished by or paid for by the Village, and any replacement thereof, shall remain the property of the Village. Such property shall be plainly marked to show it is the property of the Village and shall be safely stored apart from other property. Contractor shall not substitute other property for the Village's property and shall not use such property except in filling the Village's orders. Contractor shall hold such property at its own risk and upon the Village's written request shall redeliver the property to the Village in the same condition as originally received by Contractor, reasonable wear and tear excepted.

22. INSURANCE: Contractor shall purchase and maintain such insurance as will protect Contractor and the Village from claims which may arise out of or result from Contractor's operations under this Agreement. Such insurance shall be written for not less than the coverage and any limits of liability specified below, or by state statute, whichever is greater. By requiring insurance specified herein, the Village does not represent that such coverage and limits will necessarily be adequate to protect Contractor and the Village, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties of Contractor in this Agreement. Certificates of Insurance provided by Contractor shall state that they are Primary Insurance and shall be filed with the Village Representative prior to the commencement of the Work. These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Village, except ten (10) day's notice for non-payment of premium. The Village shall be named as an additional insured on all policies except workers' compensation and errors and omissions (if applicable).

# 23. BONDS:

To the extent specified in an executed Task Order issued hereunder, at the request of the Village, the Contractor shall obtain a surety bond and/or a material and labor bond. Unless otherwise provided in the Task Order, the Village shall pay Contractor for the cost of the bond(s). In such event, said bond(s) shall be delivered to the Village prior to the effective date of a Task Order issued hereunder. At the request of the Village, said bond(s) shall be renewed annually in each contract year until such time as the Work as specified in a Task Order issued hereunder is Substantially Complete (sufficiently complete in accordance with the Task Order such that the Work can be occupied and/or utilized for its intended use without undue interference). Neither

non-renewal by the surety, nor failure or inability of the Contractor to file a performance bond for subsequent terms under this Agreement shall constitute a loss to the surety recoverable under the bond(s).

**24. TAXES:** Sales Tax Exemption shall be in accordance with the provisions of Schedule D hereof, if applicable.

**25. CONFIDENTIAL PROPERTY INFORMATION:** Contractor shall be bound by the following confidentiality provisions:

a) In connection with the performance of the Services under this Agreement, the Village may disclose to Contractor certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or business information, such as negotiations between the parties and discussions relating to the structuring of agreements, pricing, values, plans, prospects and assets of the Village. b) Such information whether in written, encoded, graphic or other tangible form, or provided orally, shall be deemed to be confidential and proprietary (hereinafter "Confidential Information") unless it is clearly identified by the Village prior to such disclosures as not being confidential or proprietary and Contractor shall use reasonable efforts to keep all such information and data strictly confidential and Contractor shall not purposefully divulge or permit its employees to purposefully divulge any information or data so acquired to any third party. Should the Village desire transmission of such information or data to any third party, the Village shall specify in advance writing the authorized recipient and any pertinent transmission details. Provided, however, Confidential Information shall not include information: (i) previously known to Contractor free of any obligations to keep it confidential; (ii) which becomes publicly known through no act of Contractor; (iii) which is rightfully received from a third party who is under no obligation of confidence to either the Village or Contractor; (iv) which is independently developed by an employee, agent or contractor of Contractor who did not have any direct or indirect access to the information furnished thereunder; or (v) where disclosure is required by law.

b) Contractor agrees that it shall use same solely for the purpose set forth in this Agreement, and further agrees that it shall not make disclosure of any such Confidential Information to anyone except those of its employees to whom such disclosure is necessary for the purposes authorized by this Agreement. In addition, and not by *way* of limitation of such obligations:

c) Upon termination of this Agreement, the Contractor, shall provide within 30 days delivery of all tangible information furnished by it, whether contained or stored on tapes, discs, files or otherwise, without cost. Provided, however, Contractor shall be entitled to retain one copy of its files.

d) The confidentiality provisions contained herein shall remain in effect for a period of three (3) years after expiration or termination of the Agreement.

26. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY: The Village shall own the Work Product resulting from or arising out of this Agreement upon Contractor's

receipt of full payment hereunder, including work in progress. The Work Product prepared by Contractor is not intended or represented to be suitable for reuse by the Village or others on extensions of the project or any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to Contractor. Contractor warrants that it will not infringe on the copyright, trademark, patent or trade secrets of any other person or entity in providing the Work under this Agreement.

**27. PUBLICITY:** Contractor shall not use the Village's name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the Purchase Agreement without the prior written consent of the Village.

**28.** FORCE MAJEURE: Neither party shall be liable *for* any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that the Village may terminate this Agreement in accordance with Section 17.b.) hereof if the period of failure or delay exceeds ten (10) days. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

**29. ASSIGNMENT:** Contractor shall not assign this Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining the Village's written consent, which consent shall not be unreasonably withheld. In the event the Village consents to such assignment to a Subcontractor, nothing contained in this Agreement or such consent shall be construed as creating any contractual relationship between any Subcontractor and the Village. Contractor shall be as fully responsible to the Village for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. The Village's consent shall not be construed as discharging or releasing Contractor in any way from the performance of the work or the fulfillment of any obligation under this Agreement.

**30. WORK BY OWNER:** The Village may be performing work related to the Work with its own forces through separate purchase agreements with other contractors. In such instances, the Village reserves the right to coordinate the Work with the work of its forces and the other contractors.

**31. CONDITION AT COMPANY'S SITE:** When the proper performance of any part of the Work depends upon other work, whether performed by Contractor or others, Contractor shall verify all necessary dimensions, measurements and equipment that may affect the Work. No adjustment to the Price shall be *made* for Contractor's failure to comply with this Section.

**32. PROTECTION OF PROPERTY AND PERSONS:** Equipment or material (including without limitation informational material) furnished by the Village and all jigs, fixtures, dies, tools or patterns that the Village has paid Contractor for shall, unless otherwise agreed in writing,

be the property of the Village and shall be returned to the Village. Contractor will not use such equipment, material, jigs, fixtures, dies, tools and patterns in any of its business except its business with the Village under this or other purchase orders. Contractor shall take all necessary precautions during the progress of the Work to protect all persons and the property of the Village and others from injury, loss or damage including, without limiting Contractor's duties, any precautions directed by the Village. Contractor shall assume full responsibility for all tools, equipment and materials to be used in connection with the Work.

**33. SAFE WORK SITE: SECURITY:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall conduct all Work in compliance with OSHA regulations, the regulations of any other agency having jurisdiction over safety and health. Contractor shall maintain all reasonable safeguards at the Village's Site to protect both employees and the public from injury or damage. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall comply with any safety, security and site access requirements of the Village of which it has been made aware and shall sign a safety declaration if requested by the Village. Without limiting Contractor's responsibilities under this Agreement, the Village may require Contractor to remove from the Village's Site any individual the Village deems incompetent or otherwise objectionable, which determination shall be within the reasonable discretion of the Village.

**34. PREMISES:** Contractor shall confine its facilities, materials, tools and equipment on the Village's Site in areas specified by the Village for that purpose. Contractor shall during the progress of work and on a daily basis upon completion of the Work, clean up and remove from the Village's Site and from the adjoining premises, driveways and streets all waste materials, rubbish, tools and machinery, and leave the Village's Site and adjoining premises, driveways and streets free and clear from all obstructions. Furthermore, at the completion of Work, Contractor shall return the Village's Site to its original condition or as otherwise required in the scope of work.

**35. THE VILLAGE'S APPROVAL OF PLANS, SPECIFICATIONS AND SCHEDULES:** Contractor shall develop and submit for review and approval by the Village any procedures, checklists, schedules of work, drawings, specifications and other documentation requested by the Village to verify that the Work conforms to this Agreement. Contractor shall not proceed with any part of the Work which requires prior approval by the Village until such approval has been obtained.

**36. DISPUTE RESOLUTION:** The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the Village and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. The other party shall respond in writing within thirty (30) days, or such longer period as may be mutually agreed. Disputes not resolved within sixty (60) days following the issuance of written notice shall be referred to non-binding

mediation. If within sixty (60) days after such disputes are referred to mediation, no resolution has been reached; either party may pursue its remedies in the courts.

# **37. NOT USED**

**38. NOTICES:** Any notice required under the Agreement shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the Village: Adam Hake, Water Superintendent Village of North Aurora 25 E. State Street North Aurora, IL 60542

To the Contractor: Layne Christensen Company 721 W. Illinois Ave. Aurora, IL 60506

**39. INDEPENDENT CONTRACTOR:** Contractor shall operate as an independent contractor in the performance of this Agreement and not as an agent or employee of the Village.

**40. PAYROLL:** Contractor shall submit certified payroll for proceeding month by the 10<sup>th</sup> day of the subsequent month to the Village of North Aurora.

**41. SEVERABILITY:** If any provision(s) of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision(s) shall be deemed not to be a part of this Agreement and the remaining provisions shall remain in full force and effect.

**42. SURVIVAL:** The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Dispute Resolution, Publicity and Payment shall survive the expiration or early termination of this Agreement.

**43. LAWS; CODES; RULES; REGULATIONS:** Contractor and its Subcontractors at their own expense shall obtain all necessary licenses and permits to conduct their businesses and those that are specific to the Work and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to safety, environment, labor standards and workers' compensation, including the provision on certified payroll as required by the Act. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the

current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <u>https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.</u> The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including the provision on certified payroll as required by the Act.

44. NON-DISCRIMINATION IN EMPLOYMENT: The Village, Contractor and Contractor's Subcontractors (if any) agree to comply fully with the terms, provisions and obligations of the following clauses, as amended and supplemented from time to time, which are incorporated by reference into the Purchase Agreement: The Equal Opportunity Clause required by Executive Order 11246, as amended; Affirmative Action for Disabled Veterans of Vietnam Era Clause as required by the Vietnam Era Veterans Readjustment Assistance Act, and Affirmative Action for Handicapped Workers Clause or regulations issued pursuant to the foregoing, unless exempted by the Secretary of Labor.

**45.** NO CONTINGENT FEE WARRANTY: Contractor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach of this warranty, the Village shall have the right to annul this contract without liability or in its discretion to deduct from the moneys due Contractor under this Agreement the full amount of such commission, percentage, brokerage or contingent fee.

**46. GOVERNING LAW; JURISDICTION:** This Agreement shall be governed by, construed in accordance with and enforced under the internal laws of the State or Commonwealth where the job site is located at which the Work is to be performed, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the federal or state courts of such State or Commonwealth.

47. NON WAIVER: The failure of either party in anyone or more instances to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise any such right.

**48.** ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to this subject matter and supersedes any and all prior oral or written agreements. This Agreement governs repair and maintenance Work performed by Contractor for

the Village; any and all construction work performed by Contractor for the Village shall be governed by the Village's separate and distinct Construction Agreement with Contractor.

**49. EXHIBITS, SCHEDULES AND APPENDICES:** The following are attached to and expressly made a part of this Agreement:

Schedule A – Partial description of services

Schedule B - Price/Compensation/Rates

Schedule C – Insurance requirements and example

Schedule D – Sales Tax Exemption

Schedule E – Special Conditions

Exhibit 1 - Task Order

Exhibit 2 - Layne Qualifications and Services

**50. CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, conditions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this Contract and which materially and adversely impair Contractor's ability to meet its obligations hereunder will constitute a materially different site condition entitling Contractor, at its option, to terminate this Contract (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Village of North Aurora, IL	Layne Christensen Company
Print Name:	Print Name:
	William Balluff, P.E.
Title:	Title:
	WRD Account Manager III
Signature:	Signature:
Attest:	Attest:
Date:	Date:

# **SCHEDULE A**

# DESCRIPTION OF WORK/SPECIFICATIONS

Projects to Include but not limited to:

•Preventative Maintenance Testing on Well and Booster Pumping Equipment

- Single-Source Contracting
- Operation and Maintenance Services
- Well and booster pump removal, inspection, repair, and reinstallation
- Downhole Video Services
- Well Rehabilitation (Chemical and Mechanical)
- Well Construction
- Pumping Equipment
- Pump Repair and Maintenance Service
- Provide priority emergency repair services
- Environmental Drilling
- Hydrogeological Investigations
- Test Hole Drilling Management
- Well Siting Services
- Well Logging Services
- Aquifer Performance Studies
- Hydrogeological Modeling
- Surface Geophysics
- Borehole Geophysics

SCHEDULE B Current Work Order Form Here

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# Schedule C

INSURANCE REQUIREMENTS Example certificates furnished below Current COI Here

# **SCHEDULE D**

# SALES TAX EXEMPTION

The Village of North Aurora is Tax Exempt and will furnish a Tax Exempt Certificate to the Contractor as a condition of this contract.

# **SCHEDULE E**

# SPECIAL CONDITIONS

The Village and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension. The billing rates in Scheduled B will be revised annually as agreed by the parties.

TASK ORDER Services shall be provided only as specifically set forth in written Task Orders that shall be issued by the Village. The Contractor is responsible for ensuring that they receive an executed copy of each Task Order. A formal Task Order is attached hereto as Exhibit 1. Unless indicated otherwise on a Task Order, for purposes of this Agreement, Contractor shall report to and be responsible to the Village's Representative, who shall be designated by the Village. The Contractor shall not commence work until it receives an executed Task Order for such work, or alternatively, a Village executed Purchase Order.

# Exhibit 1 Task Order

Date	~	
Project Name		
Project Scope (provide attachment as required)		
Schedule / timeline		
Additional Information		
Village of North Aurora, IL		Layne Christensen Company
Print Name:		Print Name:
Title:		Title:
Signature:		Signature:
Attest:		Attest:
Date:		Date:

# **Exhibit 2** Layne Contacts

Office phone numbers: Aurora, IL 630-897-6941; Beecher, IL 708-946-2244

William Balluff, P.E.: 708-417-2108 cell phone

Bill Diehl:

630-746-2406 cell phone