

COMMITTEE OF THE WHOLE MEETING MONDAY, JUNE 19, 2023

(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

- 1. Taco Madre Liquor License
- 2. Site Plan Approval #23-02: Riverfront Ram Truck Dealership
- 3. Water Works System Master Plan Study
- 4. Special Event Code
- 5. Mobile Food Vendor Code

EXECUTIVE SESSION

ADJOURN

Initials: 53

VILLAGE OF NORTH AURORA BOARD REPORT

TO:	VILLAGE PRESIDENT & BOARD OF TRUSTEES
	CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM:	MIKE TOTH, BUSINESS AND ADMINISTRATIVE SERVICES MANAGER
SUBJECT:	INCREASE NUMBER OF CLASS B LIQUOR LICENSES FOR TACO MADRE
AGENDA:	JUNE 19, 2023 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

Taco Madre, 352 North Randall Road, is applying for a Class B Small Restaurant Liquor License where the retail sale of any alcoholic liquors for consumption on the premises specified in the license where food is cooked, prepared and/or served on the premises, having a maximum building square footage of one thousand nine hundred ninety-nine (1,999). There are currently eight (8) Class B liquor licenses issued. Taco Madre is not seeking approval for video gaming at this time, but they have indicated they will be also looking to obtain an S-O supplemental outdoor liquor license so they can serve alcohol on their existing patio.

Taco Madre has been serving Mexican food at their North Aurora restaurant since 2016. Taco Madre received Village Board approval for a Class B license in 2016, but they only served for a few months and did not renew the license. Their license was later rescinded by the Village Board the following year in 2017.

Israel Garcia has completed a liquor license application on behalf of Taco Madre for the Class B Liquor License and has successfully completed the required background check.

Staff is soliciting feedback from the Village Board on the ability to increase the amount of Class B licenses to nine (9) to allow Taco Madre to serve alcoholic beverages.

VILLAGE OF NORTH AURORA Crossroads on the Fox	VIL	LAGE OF UOR LICE	NORTH AURO NSE APPLICA	RA d TION	ustomer	No
APPLICATION DATE	5/31/23		Applicati	on for a CLASS	<u>B</u>	Liquor License
The undersigned appl the Village of North Au North Aurora Municipa the facts set forth here	icant hereby applie irora pursuant to th I Code. For the pu in are true and con	es for a Liqu e provisions rpose of sec rect:	or License to se s of Title 5, Chap curing said licens	Il alcoholic liquo ter 5.08 "Alcoho se, this application	or, and/o blic Beve on is ma	er beer and wine in erage Sales" of the ade under oath and
Please check one:	New Business	KiNew Owr	ner/Existing Busi	ness 🗌New I	Manage	r
Type of Ownership:	Corporation		Sole Proprietor	□Partnership	□Oth	ner
Type of Business: [Liquor Store	Superma	rket 🛛 Restau	irant Drug S	Store []Spa/Salon
	as Station Bre	wpub	Craft Brewery]Bar/Tavern (Other:	
If you selected restaur business plan and floo Village Board meeting approved. Check the	ant, brewpub, craft r layout to the Villa where increase in box to indicate yo	brewery, or ge Board at the number u have rea	bar/tavern, your a Committee of of liquor licenses d and understa	business will b the Whole mee s available for y nd this obligati	e requir ting befo our app on.	ed to present your ore a subsequent lication may be
Business Name:	Taco Madre					
Business Address:	352 N RO Street address	ndall	Rd I	JOTH AVOID	N JL State	 zip
Mailing Address (if diff	erent from above):_		· (. /		
Business Phone:	030)340-41	37	Business Fax:_	<u> </u>		
Website: WWW. The	tacomadre.u	mc	Email Address: _	aide@the	tacon	madre.com
Will your establishmen Please note, Video Ga done in conjunction with the business.	t be pursuing Video ming must be appr th the initial applica	o Gaming af roved as a s tion or at a f	the time of this upplemental lice future time and v	application? Ye nse by the Villa vill require a floo	s 门 No ge Boar or plan a	d. This can be and description of
Please describe your b Mexi Court Quick	ousiness plan in de L SENICE (EStou	tail below: SCANT {	stablished	in 2016		

Floor Plan Attached 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.

(a)

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Al Pastor • Chorizo • Grilled Chicken Breast Ground Beef · Carnitas · Fajita Veggies Milanesa - Lengua \$2.49 Tacos Mexican Shredded Cheese, Lettuce and Tomato. American Style: Mexican Style: Griffed Onions and Cilantro Specialty Tacos Premium Grilled Steak Taco \$2.69 \$2.69 Chilango Taco Chopped Steak, Chorizo, Jalapeño, Grilled Omons, Metted Cheese and Cilantro \$2.69 Mahi Mahi (Fish) Chipotle Mayo Sauce, Lettuce, Pico de Gallo and Avocado Shrimp Taco \$2.69 Chipotle Mayo Sauce, Lettuce, Pico de Gallo and Avocado 2 Taco Plate \$7.69 with Rice and Beans 3 Taco Plate \$10.39 with Rice and Beans Tortas \$6.99

Meats

Served with Mexican Shred Lettuce, Tomato, Beaus and	led Cheese, Sour Cream
Torta Dinner	\$9,49
Milanesa	\$7.29
Premium Grilled Steak	\$7.99

See moreurersent

Burrito Burrito Jr. Add Guacamole – Add Sour Cream – To make it Suizo add – Add Beausium Criffed Stack –	\$6.99 \$4.99 50¢ 50¢ 99¢
Burrito Jr. Add Guacamole – Add Sour Cream – To make it Suizo add – Add Beausium Criffed Steek –	\$4.99 50¢ 50¢ 99¢
Add Guacamole – Add Sour Cream – To make it Suizo add – Add Berminen Colled Steek –	50¢ 50¢ 99¢
Add Sour Cream – To make it Suizo add – Add Permium Criffed Steah –	50¢ 99¢
To make it Suizo add — Add Demium Colled Steak —	99¢
Alt Deminin Prilled Stoch -	
уная эленийн уршы эссэх,—	99¢
Burrito Dinner	\$9.49
Burrito Bowl Served with Rice, Refried or Black Beans Choice of Meat, Lettuce, tomato and Chiese	\$7.99
Extra Meat	\$2.15

Salads

Spring Mix Salad, Mexican Shredded Cheese, Tomatoes, Onion and Avocado

Grilled Chicken Breast	\$7.99
Grilled Veggie	\$7.99
Taco Salad	\$8.99
Tortilla Bowl with Your Choice c	f meat

Enchilada Dinners

Served with Rice and Red Mole or Green :	Beans Mole
Cheese	\$9.99
Beef	\$9.99
Veggie	\$9.99
Chicken Breast	\$9.99
Steak	\$10.99
3 Shrimp Enchiladas with Rice and Beans	\$11.99

Served with Rice, Beans and I	ortillas
Carne Norteña Sauted Chicken, Steek, Chorszo with bell peppers, Onions and Tomativ. Topped with Mexican Shredded Cheese. Served with Pren de gallo, sour cream and Guacamole	\$14.99
Carne Asada Promum Grilled Steek, with Sauteed Onono, Jalapenos, Tomato, Served with Pico de Gallo Sour Cream and Guitamole	\$14.99
Taco Madre Combo Orenium Griffed Steak, with Chile Refleme Served with theo de Gallo, Sour Cream and Guacamole	\$15.99
Tampiqueña #remain Griffel Steak topped with a Chrese Enchilada: Serval with Pico de Galle, Sour Crean and Guacamole	\$14.99
Chimichanga Your clocke of mean, Beans and Mexican Shre Topped with Queue Blance Dip	\$10.99 dded Cliene
Chile Relleno Poblano Pepper Stuffed with Mexican Sheulded Chrese	\$9,99

Genalule Dishes

Fajitas Served with Tortillas

Served with Rice, Beans, Pico de Gallo, Sour Cream and Guacamole

Chicken Breast Fajita	\$10.99
Steak Fajita	\$11.99
Combo Fajita Chicken and Steak	\$11.99
Shrimp Fajita	\$13.99
Veggie Fajita Red Pepper, Green Peppers and Red Onious	\$10.99

<u> Taco Madre – 352 N. Randall Road</u>





VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: DAVID HANSEN, VILLAGE PLANNER
SUBJECT: SITE PLAN APPROVAL #23-02: RIVER FRONT RAM TRUCK DEALERSHIP
AGENDA: JUNE 19, 2023 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

River Front Ram is petitioning for site plan approval for a new 28,425 square foot Ram Truck dealership. The site is located directly east of 1891 Orchard Gateway Boulevard (Sherwin-Williams Paint Store) and is part of the Towne Center Planned Unit Development. Staff has reviewed the submitted plans, which comply with the Planned Unit Development and Zoning Ordinance requirements.

The Plan Commission reviewed the proposed plans at their June 6, 2023 meeting and unanimously recommended approval of SPA #23-02 subject to staff's one (1) condition and five (5) additional conditions:

- Confirm an IDNR report has been conducted for the site in relation to the adjacent wetlands. *To be reviewed during the engineering review.*
- Relocate dumpster further north near rear lot line so it is further away from Orchard Gateway Boulevard. *Petitioner awaiting any additional Board comments to update site plan.*
- Review cross access easement concerns regarding maintenance and heavier truck traffic loads. A recorded access easement agreement outlines vehicular and pedestrian ingress and egress for both parcels.
- Review the possibility of adding a second access point onto Orchard Gateway Boulevard on the western end of the site. *Engineering staff in process of reviewing.*
- Review and see if additional landscaping along the property lot lines is possible. *Staff in process of reviewing landscape options for the perimeter of the site.*

As outlined above, staff has provided a status update for each condition. At this time, staff would like to take the opportunity to solicit feedback from the Village Board on the proposed development plans associated with SPA #23-02. Staff has included the draft meeting minutes from the June 6, 2023, Plan Commission meeting in order to provide additional context.

VILLAGE OF NORTH AURORA PLAN COMMISSION MEETING MINUTES JUNE 6, 2023

CALL TO ORDER

Chairman Mike Brackett called the meeting to order.

ROLL CALL

In attendance: Chairman Mike Brackett, Commissioners Doug Botkin, Mark Bozik, Tom Lenkart, Alex Negro, and Richard Newell

Not in attendance: Commissioners Aaron Anderson, Scott Branson, and Anna Tuohy

Staff in attendance: Village Administrator Steve Bosco and Planner David Hansen

Also in attendance: Village Attorney Ed Boula

APPROVAL OF MINUTES

1. Approval of Plan Commission Minutes dated March 7, 2023

Motion for approval was made by Commissioner Botkin and seconded by Commissioner Lenkart. All in favor. **Motion approved**.

PUBLIC HEARING

Chairman Mike Brackett opened the public hearing.

1. <u>Petition #23-02:</u> The petitioner, West Aurora School District, requests a Special Use to allow an Educational Facility, Vocational School on the property located at 202 Genesis Drive in North Aurora, Illinois.

Planner David Hansen introduced Petition 23-02. Hansen stated the West Aurora School District 129 is proposing to move their existing automotive programming vocational school from Mooseheart to the subject property located at 202-208 Genesis Drive formally known as Lot 7 in the Orchard Commerce Subdivision Planned Unit Development (PUD). The property is currently improved with an auto repair shop and three separate office tenant spaces. District 129 would utilize the entire building for the vocational automotive training center. An Educational facility, Vocational School is classified as a special use in the B-2 District. Staff brought the proposed use to the May 15, 2023, Committee of the Whole meeting and the Board viewed it favorably. Hansen added that since the site is already built out, parking was one of the zoning aspects staff reviewed in greater detail. Hansen mentioned an Educational Facility, Vocational School use requires 1 off-street parking space per 10 students (based on maximum enrollment) + 2 spaces per classroom. Based off the anticipated number of students and staff on site a total of 13 parking spaces would be required. The site is currently improved with 48 parking spaces.

The petitioner Jeff Craig, Superintendent of West Aurora School District 129, gave an overview of the District's automotive program along with the proposed site plan. Craig shared the District would utilize the entire building, which is approximately 10,000 square feet. The northern portion of the building, the former Merlin auto repair shop, includes about eight bays and six lifts. The District is looking to move their Autos 1 and Auto 2 curriculums from Mooseheart to this facility. The three remaining office spaces would be utilized for small engine labs, electronic labs, and different vehicles parts where students can learn about them without needing to have the entire car present. Craig said the Autos classes have outgrown its current space due to the program growing from 12 to 83 students over the past three years. The initial plan is to bring students to the site for classes starting August 16, 2023. Students would begin utilizing the bay space and the office spaces for smaller engines labs.

Craig added the District's short-term plan would be to add electronics labs and other auto related labs in the office spaces. The long-term plan is still under consideration but may bring HVAC and fire science related classes to the site as well, but would be a few years down the road. Craig mentioned District 129 would take care of this facility as it does with all of its other facilities and the District would store majority, if not all, cars used for classes indoors. If there are any vehicles stored outside, they would be screened appropriately and designated to a specific area on site. Ultimately the District wants to be good neighbors and keep the site maintained and pleasant.

Chairman Brackett asked if the District anticipates the growth for the classes to continue on its current trajectory. Craig said it probably won't be at this growth rate, but we do have a 164-student capacity for classes based off our number of instructors available, so this site will be vital for us. Craig shared the Districts welding program has also grown substantially over the past few years as well. Craig added the proposed location is very close to car dealerships/Automall, which is appealing for the students and the dealerships since dealerships are always looking for certified techs and other workers for their industry. Chairman Brackett also asked about any exterior changes for the building or site. Craig shared signage and painting the site in the school districts colors, typically blue, are options they are considering, but would work with the Village to ensure the façade standards are met for painting and signage. Craig also added the southern portion of the lot could be fenced to some capacity in the future to block viewing of any outdoor storage of vehicles but would work with the Village on such location and permits. The District also plans to fix some gates and signage currently on site to make the building look more appealing.

Chairman Mike Brackett closed the public hearing.

NEW BUSINESS

1. <u>Petition #23-02</u>: The petitioner, West Aurora School District, requests a Special Use to allow an Educational Facility, Vocational School on the property located at 202 Genesis Drive in North Aurora, Illinois.

Commissioner Botkin mentioned the use is a fantastic use of the site and asked about the parking requirements for the use. Hansen mentioned the Zoning Ordinance requires 13 parking spaces on site and there are 48 parking spaces currently on site. Hansen also said the District has emphasized it will bus a majority of its students to the site. Commissioner Bozik and Negro had no questions. Commissioner Lenkart asked if signage would be through a permit process the Village controls

and how painting of an exterior of a building is regulated. Hansen mentioned the sign permit process is regulated by the Village's Sign Ordinance; however, there is no permit for painting and the Zoning Ordinance may not have specific standards pertaining to exterior facades. Chairman Brackett asked staff to make a note regarding exterior elevations and look into if there are any architectural review processes part of the zoning code that the Plan Commission can utilize in the future.

Chairman Brackett summarized the special use process and key findings staff proved the Plan Commission in the Plan Commission packet.

Motion for approval of a Special Use to allow an Educational Facility, Vocational School, requested by the West Aurora School District, subject to the architectural review by staff was made by Commissioner Bozik and seconded by Commissioner Lenkart. Vote: Bozik – Yes, Botkin – Yes, Negro – Yes, Lenkart – Yes, Brackett - Yes. **Motion approved**.

 SPA #23-02 (First Resubdivision Lot 1 of First Resubdivision of Lot 16 North Aurora Towne Centre Lot 2 (PIN: 15-06-401-006)): The petitioner, River Front Ram, requests Site Plan Approval in the Towne Center Planned Unit Development B-2 General Business District.

Hansen introduced SPA #23-02, which is located directly east of 1891 Orchard Gateway Boulevard (Sherwin-Williams). The site consists of 5.414 acres and is located in the B-2 General Business District in the Towne Center Planned Unit Development (PUD). The proposed River Front Ram Dealership is 28,425 square feet. Hansen added Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District; however, the Towne Center PUD allows Automobile sales and service, including oil change facilities and automobile auto repair as permitted uses.

Hansen shared in 2017, Riverfront Jeep proposed a 30,993 dealership, which went through the Plan Commission and was ultimately approved by the Village Board. However, through private agreements the use was not permitted. Upon staff review, the proposed Riverfront Ram Truck Facility/Dealership appears to be outside the private agreements geographical area that prevented Riverfront Jeep dealership from moving forward. Hansen added the Comprehensive Plan recommends Office/Industrial use for the subject property. A recommendation of the West Gateway Subarea Plan applies to the proposed development as a transition land use: *high and dry areas adjacent to the wetlands should develop with low intensity or business park uses*. Hansen said the proposed site plan meets Village Zoning Ordinance and PUD requirements including the elevations, setbacks, landscaping, and use type. The one condition on the report is regarding site signage, which would be required to be submitted through the Village's sign application process and meet Sign Ordinance and any other Towne Center PUD requirements.

The petitioner, Corey Spooner with Riverfront provided an overview of the project. The building size is just over 28,000 square feet. The repair area will have 14 bays. The site will be utilized for sales and service for commercial trucks with light, medium and heavy duty. It will be a Ram standalone truck facility. The presentation consisted of a site plan, elevations, landscape plan, and rendering of the proposed facility.

Bracket asked about the signage of the Towne Center PUD and if it is more or less restrictive compared to the Village Sign Ordinance. Hansen said it depends on the type of signage, but the PUD does not allow pylon signage so entryway signage would need to be monument signs with a landscaping around the base. Overall, both signage requirements are similar and may be a few feet different in some aspects, but ultimately any sign aspects not mentioned in the PUD would fall back to the Village's Sign Ordinance.

Commissioner Lenkart asked how close the property is to the wetlands. Anthony Falkowski, project engineer from Cemcon representing Riverfront, mentioned the wetlands have been delineated and are off the subject property. The floodplain elevations also are off our property line and does not encumber into the property at all. Also, a master stormwater management report has been provided as part of the submittal, which shows it does not impede onto the property.

Commissioner Lenkart mentioned his concern would be pushing snow with salt over the curb and possibly ending up in the wetlands therefore polluting them. Falkowski asked if Sherwin-Williams had similar plan approved for snow removal. Commissioner Lenkart they are smaller and can plow it on the sides and front of their site while the proposed facility is a much larger facility with a much larger profile with a lot more frontage on the northern end. Falkowski mentioned the setback off the drive aisle to the property line is five feet. Commissioner Lenkart asked if an environmental report has been done. Village Administrator Steve Bosco mentioned a report of that nature would be done as part of the building permit review process. Once zoning is approved, the engineers will look into aspects like these, which include drainage and potential runoff. Bosco added this concern will be raised as part of the engineering review process and stormwater analysis will also need to follow the Kane County stormwater Ordinance, which varies based on the type and location of a development. In regard to the wetlands, staff can look into if an Illinois Department of Natural Resources (IDNR) review or report was completed for the site when it was graded and built. Bosco added a similar type of review was conducted for the 950 Ice Cream Drive warehouse development.

Commissioner Bozik asked about the access on the west end of the property through Sherwin-Williams and who maintains it. Falkowski said there is a cross access easement through that property and each private property owner would manage their sites easement/drive aisle area. Commissioner Bozik also asked if the dumpster enclosure could be moved north to the rear of the building. Falkowski said that is not a problem and it can be adjusted to be setback further into the property. Chairman Brackett mentioned the cross-access easements should be figured out privately between the property owners. Falkowski said there is a recorded cross-access easement to the property to the west on both the south and north end of the property. Hansen confirmed there is a recorded cross access easement document from around 2010 that shows cross access easement on the north and south end of the property (1891 Orchard Gateway Blvd).

Commissioner Lenkart asked about the site's access and layout. Spooner mentioned the main access will be through the east entrance of the site since there is a traffic signal. Commissioner Lenkart asked instead of utilizing the cross-access easement, could a second curb cut be added on Orchard Gateway Boulevard. Commissioner Bozik was concerned the cross-access easement to the west would handle the bulk of the traffic coming off Orchard Rd and maintenance could be a major issue in the future. Commissioner Bozik continued and said he was concerned the cross-easement area wasn't developed for heavy duty trucks driving over it all the time and could become

a maintenance concern. Bosco said the site was originally planned for commercial and cross access easement were probably approved all the way down the road for that purpose and didn't anticipate a car dealership. Bosco added the Village owns Orchard Gateway and would probably just need a right of way permit from the Village to establish another access point. Bosco mentioned the Village uses code enforcement to go after cross access easements and private roads concerns. Commissioner Bozik said other car dealerships on Hansen Blvd have two access points (an entrance and an egress point) onto a Village owned street and this site may want to consider a similar access plan.

Chairman Brackett stated the cross-access easement concerns and looking into a second access on western edge of property along Orchard Gateway Blvd are noted and can be added to the motion. Bosco asked if a second access point onto Orchard Gateway Blvd would be preferred while also leaving an emergency access on the northern portion of the Sherwin Williams property. Commissioner Lenkart, Commissioner Negro and Chairman Brackett all agreed it would be preferred and beneficial for the community. Commissioner Negro asked if the east access is from the stoplight over by Target. Hansen confirmed that intersection is the eastern access for the site. Commissioner Botkin asked if a second access was added would a left turn be possible into that access when heading east on Orchard Gateway Blvd, which would be just east of the left turn into Sherwin-Williams. Bosco mentioned the petitioner can certainly apply for a second access point, but it wouldn't be guaranteed since engineering would need to review it. Bosco mentioned Orchard Gateway is planned to be reconstruction over the next few years and staff will mention it to the engineers on the project to see if a second access point with designated turn lanes are possible. Commissioner Lenkart asked if the turn radius for a car carrier truck would be viable for both access points as the current site plan shows. Falkowski said they would utilize the eastern access most likely for those types of deliveries.

Chairman Brackett summarized what areas of the plan need to be looked into, which include the dumpster location, second access point onto Orchard Gateway, wetland pollution concerns, and cross-easement concerns. Commissioner Lenkart asked if it can be noted to add more shrubs to the landscape plan along Orchard Gateway if possible. Chairman Brackett said it can be noted and may be beneficial to include trees and shrubs along the northern end of the property as well.

Commissioner Botkin asked why the Jeep dealership couldn't move forward even though it received Village approval. Bosco shared the Owners Easement Agreement applies to all properties along the private road areas south of Orchard Gateway Blvd. Since the Jeep dealership was along that private access road it was subject to the agreement. To staff's knowledge the proposed dealership tonight does not apply to that agreement since it doesn't share the private road inside the development plus the Village owns Orchard Gateway Blvd. Bosco added the petitioner would need to verify, if they haven't already, whether the private agreement applies before they can move forward. Regardless the private agreement is outside of the Village's control.

Motion for Site Plan Approval with staff's one (1) condition was made by Commissioner Bozik and seconded by Commissioner Botkin with five (5) added conditions.

• Confirm an IDNR report has been conducted for the site in relation to the adjacent wetlands.

- Relocate dumpster further north near rear lot line so it is further away from Orchard Gateway Blvd.
- Review cross access easement concerns regarding maintenance and heavier truck traffic loads.
- Review the possibility of adding a second access point onto Orchard Gateway Blvd on the western end of the site.
- Review and see if additional landscaping along the property lot lines is possible.

Vote: Vote: Bozik – Yes, Botkin – Yes, Negro – Yes, Lenkart – Yes, Newell – Yes, Brackett - Yes. Motion approved.

OLD BUSINESS – None

PLAN COMMISSIONER COMMENTS AND PROJECT UPDATES.

Commissioner Botkin asked about the status of Dairy Barn. Hansen mentioned the Oswego location appears to be closed permanently so it's looking like their project in the Village is not moving forward. Chairman Brackett asked about status of Fortunato. Bosco said there has been some material supply issues, which have prolonged the project. Bosco added the previous Community and Economic Development Director, Mike Toth, has officially moved to the Administration Department and the new Community Development Director is starting next week. Bosco shared Casey's is anticipating opening in June. Hansen shared Verilife has submitted build out plans and are currently under review. Commissioner Botkin asked about Parcel 6 status. Hansen shared the building permit is almost ready to be issued. Bosco shared The Seasons apartments on Orchard Rd are going up quick and the Randall Terrace apartments off of Miller Dr are still moving forward. Hansen said Shodeen recently reached out regarding the unincorporated property off Randall Rd and should be submitting a concept in the near future.

ADJOURNMENT

Motion to adjourn made by Commissioner Botkin and seconded by Commissioner Lenkart. All in favor. **Motion approved**.

Respectfully Submitted,

Jessica Watkins Village Clerk

STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION FROM: DAVID HANSEN, VILLAGE PLANNER

GENERAL INFORMATION

Meeting Date: June 6, 2023

Petition Number: SPA #23-02

Petitioner: River Front Ram

Request: Site Plan Approval

Location: First Resubdivision Lot 1 of First Resubdivision of Lot 16 North Aurora Towne Centre Lot 2

Parcel Number(s): 15-06-401-006

Size: 5.414 acres

Current Zoning: B-2 General Business District Planned Unit Development (Towne Center PUD)

Current Land Use: Vacant Land

Contiguous Zoning: B-2 General Business District Planned Unit Development (Towne Center PUD)

Comprehensive Plan Designation: 'Office/Industrial'

PROPOSAL

The subject property is located in the B-2 General Business District and has already been granted a special use for a general commercial planned unit development, known as the Towne Center. As illustrated by the submitted plans, the intent of this request is to accommodate the development of a new 28,425 square foot Ram Truck dealership. Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District; however, the Towne Center PUD allows 'Automobile sales and service, including oil change facilities and automobile auto repair' as a permitted use. The western portion of the property will be reserved for service parking, the eastern portion will be utilized for the storage of automobile inventory and customer parking, and the vehicle display area will front Orchard Gateway Boulevard.

As a reminder, in early 2017, Riverfront Jeep proposed a 30,993 square foot Jeep dealership directly across from the proposed Ram Truck dealership location. The Riverfront Jeep project was viewed favorably by the Plan Commission and ultimately approved by the Village Board; however, due to private agreements outside the Village's control the project was unable to move forward. Upon staff review, the proposed Riverfront Ram Truck Facility location appears to be outside the private agreements geographical area that prevented the Riverfront Jeep dealership from moving forward.



Staff Report Petition SPA #23-02 Page 2 of 3

Per Section 4.4 of the Zoning Ordinance, site plan review is required for each building permit application for multi-family, townhouse, <u>commercial</u>, and industrial development for which a site plan has not already been approved.

Staff has reviewed the submitted plans and confirms compliance with the Zoning Ordinance and Towne Center Planned Unit Development.

SITE PLAN APPROVAL

Standards for Site Plan Review. The scope of site plan review includes the location of principal and accessory structures, infrastructure, open space, landscaping, topography, grading plan, building elevations, exterior lighting, traffic movement and flow, number of parking spaces, design of parking lots, and location of landscaping and screening. In reviewing site plans, the relationship of the site plan to adopted land use policies, and the goals and objectives of the Comprehensive Plan shall be evaluated. In addition, the following characteristics shall also be considered:

- 1. The arrangement of the structures and buildings on the site to:
 - a. Allow for the effective use of the proposed development.
 - b. Allow for the efficient use of the land.
 - c. Ensure compatibility with development on adjacent property.
 - d. Respond to off-site utility and service conditions, and minimize potential impacts on existing or planned municipal services, utilities, and infrastructure.
 - e. Protect the public health, safety, convenience, comfort, and general welfare.
 - f. Conform to the requirements of this Ordinance and other applicable regulations.
- 2. The arrangement of open space or natural features on the site to:
 - a. Create a desirable and functional environment for patrons, pedestrians, and occupants.
 - b. Preserve unique natural resources where possible, such as, but not limited to forested areas and, hydrological features.
 - c. Provide adequate measures to preserve existing healthy, mature trees wherever practically feasible.
 - d. Provide adequate measures to preserve identified natural resources on adjacent sites.
 - e. Design drainage facilities to promote the use and preservation of natural watercourses, patterns of drainage and compliance with existing stormwater control and erosion protection facilities or requirements.
 - f. Avoid unnecessary or unreasonable alterations to existing topography.
- 3. The organization of circulation systems to:
 - a. Provide adequate and safe access to the site.
 - b. Minimize potentially dangerous traffic movements.

- c. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.
- d. Minimize curb cuts.
- 4. The design of off-street parking lots or garages to:
 - a. Minimize adverse impacts on adjacent properties.
 - b. Promote logical and safe parking and internal circulation.
- 5. In accordance with Section 14.2 (Landscape Plan) the design of landscape improvements and related features to:
 - a. Create a logical transition to adjoining lots and developments.
 - b. Screen incompatible, negative, or unsightly uses.
 - c. Minimize the visual impact of the development on adjacent sites and roadways.
 - d. Utilize plant materials suitable to withstand the climatic conditions of the Village and microclimate of the site.
 - e. Promote and enhance the appearance and image of the Village.
- 6. Site illumination that is designed, located, and installed in a manner that will minimize adverse impacts on adjacent properties.
- 7. Conformance of the proposed development with the goals and policies of the Comprehensive Plan and all Village codes and regulations.

COMPREHENSIVE PLAN

The 2015 Comprehensive Plan recommends 'Office/Industrial' use for the subject property. Rights to general business zoning were approved for the subject property prior to the Comprehensive Plan 2015 update and the inconsistency between the zoning and the Comprehensive Plan designations may be the result of an error or oversight. The subject property is located in the Comprehensive Plan's West Gateway Subarea Plan, which includes the properties along Orchard Road stretching from Interstate 88 to White Oak Drive and includes all of Orchard Gateway Boulevard Town. A recommendation of the West Gateway Subarea Plan applies to the proposed development as a transitional land use: *high and dry areas adjacent to the wetlands should develop with low intensity industrial or business park uses*.

FINDINGS

The Community Development Department finds that the proposed site plan meets the Site Plan Approval Standards and general zoning provisions set forth in the Zoning Ordinance and Planned Unit Development. Staff recommends that the following conditions:

1. All signage shall meet the Sign Ordinance and PUD signage requirements, unless otherwise approved.















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Room Schedule							
Numb				Base	Ceiling		
er	Name	Wall Finish	Floor Finish	Finish	Finish	Comments	
		I	I				
100	Vest	PNT-1	PT-2	TB-1	PNT-6		
101	Showroom	PNT-1	PT-1	TB-1	ACT-1		
102	Service Reception	PNT-1	PT-5 & PT-6		PNT-6		
103	Cashier	PNT-1	PT-1	TB-1	PNT-6		
104	Advisors	PNT-1	PT-1	TB-1	PNT-6		
105	Service Mgr	PNT-1	PT-1	TB-1	PNT-6		
106	Break	PNT-1	RT-1	RWB-1	ACT-1		
107	Vending	PNT-1	PT-2	TB-1	PNT-6		
108	Hall	PNT-1	RT-1	RWB-1	ACT-1		
109	Men	PNT-1	RT-1	RWB-1	ACT-1		
110	Women	PNT-1	RT-1	RWB-1	ACT-1		
111	Men	PT-4	PT-3	TB-1	PNT-6		
112	Women	PT-4	PT-3	TB-1	PNT-6		
113	Parts Store	PNT-1	RT-1	RWB-1	ACT-1		
114	Customer Lounge	PNT-1	PT-2	TB-1	PNT-6		
115	Meeting Room	PNT-1	CPT-1	TB-1	ACT-1		
116	IT	PNT-1	RT-1	RWB-1	PNT-6		
117	File	PNT-1	CPT-1	RWB-1	ACT-1		
118	Sales	PNT-1	CPT-1	RWB-1	PNT-6		
119	F & I	PNT-1	CPT-1	RWB-1	PNT-6		
120	F & I	PNT-1	CPT-1	RWB-1	PNT-6		
121	Sales	PNT-1	CPT-1	RWB-1	PNT-6		
122	Office	PNT-1	CPT-1	RWB-1	PNT-6		
123	Utility Room	PNT-1	CONC		ACT-1		
124	Parts Receiving	PNT-1	CONC		PNT-6		
125	Parts	PNT-1	CONC		PNT-6		
126	Tech Counter	PNT-1	CONC		PNT-6		
127	Service	PNT-3 & PNT-5	CONC		PNT-6		
128	Detail	PNT-1	CONC		PNT-6		
129	PKG	PNT-1	CONC		PNT-6		
130	Photo Bay	PNT-1	CONC		PNT-6		
131	Oil / Tool	PNT-1	CONC		PNT-6		
132	Hall	PNT-1	PT-2	TB-1	PNT-6		
133	Keys	PNT-1	PT-1	TB-1	PNT-6		
134	Carwash	PNT-1	CONC		PNT-6		
135	Tools	PNT-1	CONC		PNT-6		
136	Jan	PNT-1	PT-2	TB-1	PNT-6		
137	Coats	PNT-1	PT-2	TB-1	PNT-6		
200	Parts	PNT-1	CONC		PNT-6		





NORTH AURORA, IL 60542 (630) 907-1700



A PAVEMENT SUMMARY					
DESCRIPTION	AREA/NO.	PARKING RATIO	PARKING REQUIRED		
INDOOR SALES AREA	3,186 S.F.	1/1,000 S.F.	3		
OUTDOOR SALES AREA	59,130 S.F.	1/1,000 S.F.	59		
REPAIR/SERVICE BAYS	13	2/BAY	26		
REPAIR/SERVICE - OFFICE/WAITING	971	1/500 S.F.	2		

TOTAL PARKING REQUIRED: 90 SPACES TOTAL PARKING PROVIDED: 90 SPACES

10' TRANSITION DEPRESSED TO STANDARD B-6.12 CURB AND GUTTER

— 6' TRANSITION DEPRESSED TO STANDARD B-6.12 CURB AND GUTTER

PAVEMENT STRIPING/MARKING NOTES

- 1. ALL NEW VEHICLE STORAGE, CUSTOMER PARKING, SERVICE PARKING, AND LOADING SHALL BE STRIPED. STRIPING TO BE 4" WIDE. ALL PAVEMENT MARKINGS SHALL BE SAFETY YELLOW - EQUAL TO SHERWIN WILLIAMS TM5712-PROMAR LOW VC ACRYLIC COPOLYMER TRAFFIC MARKING PAINT, 2 COATS, 7.5 MILS DRY FILM THICKNESS PER COAT.
- 2. CONTRACTOR SHALL THOROUGHLY CLEAN THE PAVEMENT IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS PRIOR TO INSTALLING ANY PAVEMENT MARKINGS OR STRIPING.
- 3. SEE ARCHITECTURAL PLANS FOR ADDITIONAL PAVEMENT MARKINGS REQUIRED.

CURB DIMENSION NOTES

- 1. ALL CURB DIMENSIONS ARE BACK OF CURB TO BACK OF CURB.
- 2. CURB ALONG BUILDINGS DIMENSIONED FROM BACK OF CURB TO FACE OF BUILDING.
- 3. ALL RADII ARE 5.0' TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
- 4. ALL PARKING STALLS ADJACENT TO ISLANDS ARE 10.5' WIDE (BACK OF CURB TO STRIPE), ALL OTHER STALLS ARE 10.0' WIDE (STRIPE TO STRIPE) (TYP.).
- 5. ALL "ADA" PARKING STALLS ARE 20.0' WIDE (TYP.).
- 6. SEE DETAILS ON SHEET 4 FOR CURB TRANSITION FROM B-6.12 CURB AND GUTTER TO DEPRESSED CURB AND GUTTER.

- LIGHTPOLE (TYP.) SEE PHOTOMETRICS PLAN FOR MORE INFORMATION

LEGEND REVERSE PITCH B-6.12 GUTTER. - B-6.12 CURB & GUTTER. - DEPRESSED CURB (1/2" ACCESSIBLE HEIGHT). Copyright © 2023 Cemcon, Ltd. All rights reserved.

OVERALL STREET LIGHTING-UTILITY-STRIPING AND SIGNAGE PLAN ▲ RIVER FRONT RAM TRUCK FACILITY

FILE NAME: UTILITY	DSGN. BY: MAM	JOB NO.: 904.438	FLD. BK./PG.:	SHEET NO.
DIR: 904438	DRN. BY: BCD/DDD	DATE: 02-06-23	SCALE: 1" = 40'	05 of 13



SYM	BOL	PLANT TYPE	SIZE
\bigotimes	А	Buxus sempervirens Boxwood	18" TALL MIN.
\bigcirc	В	Euonymus alatus Burning bush	36" TALL MIN.
☀	С	Tsuga canadensis Canadian Hemlock	6'-0" TALL MIN.
	D	Gleditsia triacanthos Honey locust	2 1/2" CALIPER
✻	E	Malus Flowering Crabapple	2 1/2" CALIPER & 6' TALL MIN.
•	F	Arborvitae Thuja occidentalis	5' TALL MIN.
Ø	G	Serviceberry, Allegheny Amelanchier laevis	2 1/2" CALIPER & 6' TALL MIN.

\langle	Luminaire Schedule)					\wedge
K	Symbol	Qty	Label	Lum. Watts	Total Watts	Description	
Ŋ		9	SLA-H	840	7560	POLE MOUNT LSMT~6CXFAW-F-S213 / 882 WA	/ T LED / 20' POLE / AUTOMOTIN
		3	SLB-H	840	2520	POLE MOUNT LSMT~6CXT4A-F-S213 / 882 WAT	LED / 20' POLE / TYPE IV
)		4	SLC	840	3360	POLE MOUNT LSMT~6CXT5W-F / 882 WATT LED	>/ 20' POLE / TYPE 5W
R		16	SLD	840	13440	POLE MOUNT LSMT~6CXT5M-F / 882 WATT LED	/ 20' POLE / TYPE 5M
K	+	16	W1	108	1728	WALL MOUNT LHWMP-1-C-M-T4-1050ma / 20' Al	F
K	*	4	W2	280	1120	LSMT~2CXBT4F / WALL BRACKET	

THE ARCHITECT/ENGINEER AWARE OF ANY CONFLICTS PRIOR TO FABRICATING OR INSTALLING ANY WORK.

ALL INSTALLATION SHALL BE ACCOMPLISHED IN A WORKMAN LIKE MANNER AND APPEARANCE.

State of Illinois County of DuPage S.S.

This is to certify that NARE/Inland North Aurora Venture, L.L.C. is the owner of the lands shown and described on the annexed plat and by its duly authorized Manager has as such owner caused the same to be surveyed, resubdivided and platted as shown thereon for the uses and purposes therein set forth and does hereby acknowledge and adopt the same under the style and title thereon shown. It is further certified that the lands platted herein fall within the boundaries of Aurora West School District 129.

Given this 21 day of June, A.D.2010. NARE/Inland North Aurora Venture, L.L.C.

By: Inland North Aurora Venture, L.L.C., its Manager By: Inland Real Estate Corporation, its Sole Member

(title) Vine - President

State of Illinois County of DuPage }S.S.

I, MICHALL SHOW notary public in and for the pounty and State aforesaid do hereby certify that a public in and for the pounty and State of Inland Real Estate Corporation. Sole Member of Inland North Aurora Venture, L.L.C. as Manager of NARE/Inland North Aurora Venture, L.L.C who is personally known to me to be the same person whose name is subscribed to the foregoing certificate, appeared before me this day in person and acknowledged the execution of the annexed plat and accompanying instrument as being pursuant to authority given and as their free and voluntary act and as the free and voluntary act of Inland Real Estate Corporation as said Member and Manager Given under my hand and notarial seal this **21** day of **3000** A.D.2010.

OFFICIAL SEAL MICHAEL A SHLAU NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/24/13

State of Illinois County of Cook S.S.

This is to certify that Bank of America, NA, as successor by merger to LaSalle Bank National Association, is holder of a mortgage interest in the lands shown and described on the annexed plat and by its duly elected officers does hereby grant its consent as mortgagee to the execution of said plat. said plat. Given this /3 day of JULY, A.D.2010.

(title) TREAT A. DEC. 25 SR. VICE MESIDENT

(title) State of Himes S.S. County of County of New for

I. <u>ALL</u> C. <u>Mathin</u> a notary public in and for the County and State aforestid do hereby certify that <u>Steart A. Drourss</u> and <u>_____</u>, as <u>St. Vice fires</u> and <u>_____</u> of Bank of America NA, who are personally known to me to be the same persons whose names are subscribed to the foregoing certificate, appeared before me this day in person and acknowledged the execution of the annexed plat and accompanying instrument as being pursuant to authority given and as their free and voluntary act and as the free and voluntary act of Bank of America NA.

Given under my hand and notarial seal this <u>3</u> day of July A.D.2010.

JOAN C. MARTIN Notary Public, Georgia

Newton County

August 31, 2011

Jan C. Martini

han in the second

Memorandum

To: Mark Gaffino, Village President & Board of Trustees

- Cc: Steven Bosco, Village Administrator
- From: Brian Richter, Public Works Director

Brandon Tonarelli, Assistant Public Works Director/Village Engineer

Adam Hake, Water Superintendent

Date: June 14, 2023

Re: Consideration of an Agreement to perform a Water Works System Master Plan in the Amount of \$274,922.00

The Village continues to experience population growth as well as growth to our industrial and commercial base resulting in an increase of demand on our water system. The Village has never had a comprehensive water works system master plan, which this will provide a roadmap for the future of our water system. The main components of the plan includes:

Sustainable Source Water Assessment

The Village currently utilizes the deep sandstone aquifers as our water supply source. The Illinois State Water Survey will complete modeling specifically for the Village under different water demand and pumping scenarios to determine the aquifer's sustainability for the Village. Alternate source water sources will also be evaluated, which includes, shallow groundwater, Fox River, and Lake Michigan water.

Existing Water Supply, Treatment, Storage, and Distribution System Evaluation

The Village's existing water supply, treatment, storage, and distribution system components will be evaluated, and their conditions assessed to identify the options for rehabilitating, maintaining, and/or improving these components to continue to provide safe and adequate water and plan for future growth. Cost estimates for these items will also be included.

Corrosion Control Study

Evaluating the Village's water characteristics for the potential of corrosion issues which has recently been highlighted due to the upcoming new IEPA lead and copper rules.

Lead Service Line Replacement Plan

Develop the required initial lead service line replacement plan for the Illinois Environmental Protection Agency that is due April 2024. A schedule and cost analysis

for the replacement of the service lines will be provided based on the results of the ongoing lead service survey.

Water Rate Study

A water works system capital improvement plan for a 20-year period will be developed based on the results of the other components of the master plan. Connection fees and rate options will be evaluated and prepared.

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

Staff believes that a Water Works System Master Plan is a valuable investment in understanding the Village's water system and the future needs. Staff has a combined budgeted total of \$305,000 for the components included within the master plan. Staff is looking for the Boards feedback and direction. Attached is a service agreement from EEI with the complete scope of services.

Agreement for Professional Services Water Works System Master Plan

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C, in the fixed fee amount of \$274,922. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

 Agent _____ Sole Proprietorship _____ Government Entity ____ Partnership _____ Tax

 Exempt Organization (IRC 501(a) only) x____ Corporation _____ Not for Profit Corporation

 ______ Trust or Estate _____ Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions Attachment B: Scope of Services Attachment C: Estimated Level of Effort and Associated Cost Attachment D: Anticipated Project Schedule Attachment E: 2023 Standard Schedule of Charges

L. Notices:

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

For the Village:

Village President and Village Clerk Village of North Aurora 25 East State Street North Aurora, IL 60542 For the Contractor:

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

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

Agreed to this _____day of ______, 2023.

Village of North Aurora

Engineering Enterprises, Inc.:

Mark Gaffino Village President Stephen T. Dennison, P.E. Senior Project Manager / Principal

Jessi Watkins Village Clerk Julie A. Morrison, P.E. Senior Project Manager / Principal

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. **Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

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

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

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

ATTACHMENT B – SCOPE OF SERVICES

WATER WORKS SYSTEM MASTER PLAN Village of North Aurora, Kane County, IL

The Village of North Aurora intends to develop a Water Works System Master Plan. There will be a particular emphasis on identifying potential improvements to the Water Works System (WWS), a corrosion control optimization study, initial lead service line replacement plan, cost estimates, a phasing/implementation plan, and evaluation of water rates. The main goal of the project is to provide a roadmap for sustainable and high-quality drinking water for the Village for the next 20+ years.

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

PROJECT FACILITATION AND MEETINGS

- 0.1 Project Management and Administration
- 0.2 Project Initiation and Progress Meetings (6 Total Meetings with Village Plus Internal Review Meetings)

BACKGROUND INFORMATION & WATER SYSTEM AUDITS

- 1.1 Site Visit to Wells, WTPs, & EWSTs to be done in conjunction with Project Initiation Meeting
- 1.2 Inventory Existing Water Supply Sources (Including Water Quality Summary)
- 1.3 Characterize Conditions & Capacities of WTP & Storage Facilities
- 1.4 Identify Existing & Future Study Area (Review Adjacent Community Corp. Limits, Boundary Agreements & FPAs)
- 1.5 Prepare Water Audit (Utilizing AWWA Water Audit Software)
- 1.6 Conduct Water Works System Regulatory Audit evaluate against current and potential new regulations

WATER WORKS SYSTEM EVALUATION

- 2.1 Define Water Treatment Site(s) Throughout Planning Area
- 2.2 Define Long Term Finished Water Quality, Water Treatment Options & Water Treatment Plant Concept Plans
- 2.3 Evaluate Shallow Groundwater Options for Long-Term Water Supply (Sand & Gravel Maps and Siting Analysis, Local Data Evaluation). ISWS to assist with this task, who will use their existing groundwater flow model to:

a. Provide an assessment of TDS/chloride and other water quality trends (if any) from data found within the ISWS database and supplied by the community

b. Provide a shapefile of bedrock topography or depth to bedrock to delineate major bedrock valleys

- 2.4 Evaluate Deep Groundwater Options for Long-Term Water Supply (Trends, Sustainability, Locations/Separation Requirements). ISWS to assist with this task, who will use their existing groundwater flow model to:
 - a. Provide shape file(s) of all deep sandstone wells.

b. Provide baseline (2020) deep sandstone potentiometric surface exhibit within the extended area of Sugar Grove

c. Provide 2050 and 2070 Current Trend (CT) water use deep sandstone potentiometric surface exhibits within the extended area of North Aurora for the following scenarios (provided by EEI):

i. Joliet switches off the deep aquifer in 2030,

ii. Joliet switches off the deep aquifer in 2030 + Oswego, Montgomery and Yorkville (OMY) switch off of the deep aquifer in 2030,

iii. Joliet switches off the deep aquifer in 2030 + Oswego, Montgomery and Yorkville (OMY)

switch off of the deep aquifer in 2030 + Joliet surrounding communities (Channahon, Minooka, Rockdale, Shorewood and Romeoville) switch off of the deep aquifer in 2030, and

iv. Joliet Region (Joliet, Channahon, Minooka, Rockdale, Shorewood and Romeoville)
switches off the deep aquifer in 2030 + OMY Oswego, Montgomery and Yorkville (OMY)
switch off of the deep aquifer in 2030 + North Aurora switch off the deep aquifer in 2035.
v. Joliet Region (Joliet, Channahon, Minooka, Rockdale, Shorewood and Romeoville)
switches off the deep aquifer in 2030 + OMY Oswego, Montgomery and Yorkville (OMY)
switches off the deep aquifer in 2030 + OMY Oswego, Montgomery and Yorkville (OMY)
switch off of the deep aquifer in 2030 + North Aurora + Aurora switch off the deep aquifer in 2035.

d. Provide exhibits summarizing change in sandstone potentiometric surface (from the baseline) for 2050 and 2070 for each of the water use/well combination projections.

- 2.5 Evaluate Fox River and Lake Michigan Supply Options, Including Allocation Potential, Source Connection Options, Water Quality Evaluation, and Preliminary Cost Analysis
- 2.6 Prepare Recommendations for Long-Term Water Supply
- 2.7 Evaluate Static Water Pressures Throughout Planning Area utilizing existing water model
- 2.8 Define Water Storage Facility Locations Within Planning Area utilizing existing water model
- 2.9 Define Large Diameter Water Distribution Network Within Planning Area utilizing existing water model. Includes evaluation of existing interconnections and potential new interconnections.
- 2.10 Create Maintenance Schedules Using Existing Water Treatment Equipment Operation and Maintenance (O&M) Manuals and Water Storage Evaluations
- 2.11 Analyze Life Cycle Needs and Costs for Water Treatment and Storage Assets Rehabilitations or Replacements
- 2.12 Evaluate Operational Improvements for Existing Water Treatment Systems includes detailed review of operations with Village staff to and preparing recommended improvements to efficiency, water quality, and/or ease of operations/maintenance
- NOTE: Evaluations Assume Use of Population Projections and Current Trends Needs Assessment Calculations Prepared as Part of Water Distribution System Model Project (Updated May 2023).

CORROSION CONTROL OPTIMIZATION DESKTOP STUDY

- 3.1 Gather and Organize Existing Lead and Copper Testing Data WRT Existing and Proposed Lead & Copper Rule
- 3.2 Analyze Existing Data for Spatial/Temporal Patterns
- 3.3 Analogous System Preliminary Research
- 3.4 Identify Saturation pH for Calcium Carbonate in System and Analyze for System Impacts
- 3.5 Evaluate Corrosion Characteristics of Water
- 3.6 Identify Potential Changes to Treatment/Water Quality
- 3.7 Analyze Changes to Water Characteristics with Changes to Treatment
- 3.8 Use Flow Charts from USEPA/IEPA Guidance Documents to Select Treatment Option(s) (Max. of 2)
- 3.9 Use Supplemental Processes to Evaluate and Select Treatment Option(s) (Max. of 2)
- 3.10 Evaluate Demonstration Study Options for Select Treatment Option(s), e.g. Pipe Loop, Metal Coupon, Partial-System Tests
- 3.11 Identify Possible Additional Treatment Modifications That May Be Necessary/Recommended
- 3.12 Prepare Cost Estimate(s) for Treatment Option(s) (Max. of 2)
- 3.13 Prepare Recommendation(s) Evaluating Operability, Reliability, System Configuration, Etc.
- 3.14 Summarize Desktop Study Results in Memo Report

NOTES:

- EEI will utilize Cornwell Engineering Group (CEG) in an advisory role for the Corrosion Control Optimization Desktop Study.
- Scope does not include any Lead and Copper Demonstration Studies. Desktop Study will

help inform recommendations for Demonstration Studies, if needed, with the goal of minimizing Demonstration Study costs.

INITIAL LEAD SERVICE LINE REPLACEMENT PLAN (DUE APRIL 15, 2024)

- 4.1 Develop Plan for Posting the LSLR Plan and Other Related Materials on the Village's Website
- 4.2 Summarize the Village's Material Inventory including:
 - Total number of service lines;
 - Total number of suspected lead service lines;
 - Total number of known lead service lines;
 - Total number of lead service lines that have been replaced each year beginning in 2020
- 4.3 Develop a Proposed LSLR Schedule for 1, 5, 10, 15, and 20-Year Goals
- 4.4 Conduct an analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system, which shall include, but shall not be limited to:
 - A detailed accounting of costs associated with replacing lead service lines and galvanized lines that are or were connected downstream to lead piping;
 - Measures to address affordability and prevent service shut offs for customers or ratepayers; and
 - Consideration of different scenarios for structuring payments between the utility and its customers over time.
- 4.5 Develop a plan for prioritizing high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply.
- 4.6 Create a map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried, and lead service lines replaced.
- 4.7 Identify measures for how the community water supply will inform the public of the plan and provide opportunity for public comment.
- 4.8 Identify measures to encourage diversity in hiring in the workforce required to implement the plan.
- 4.9 Workshops with Village Staff (2 Total)
- 4.10 Prepare Initial LSLR Plan and Submit to IEPA

COST ESTIMATING & IMPLEMENTATION PLAN DEVELOPMENT

- 5.1 Cost Estimates Water Supply Improvements (Wells)
- 5.2 Cost Estimates Water Treatment Improvements (Source Water = Wells)
- 5.3 Cost Estimates Water Storage Improvements
- 5.4 Cost Estimates Water Distribution Improvements
- 5.5 Develop Draft Implementation Plans For Proposed Water Works System Improvements

WATER RATE STUDY

- 6.1 Coordinating Information Request
- 6.2 Review Pumped and Billed Water For Last Five Years by Consumer Type
- 6.3 Prepare CIP for Water Works System (20 Year Period)
- 6.4 Review and Evaluation of Historical and Projected Water Expenses
- 6.5 Review and Evaluation of Historical and Projected Water Revenues
- 6.6 Revising Projected Water Revenues
- 6.7 Revising Projected Water Expenses
- 6.8 Prepare Connection Fee and Rate Options (Based on 20 Year Period) 4 Alternatives Maximum
- 6.9 Revise Connection Fee and Rate Options (Based on Village Staff Comments) 4 Alternatives Maximum

REPORT AND PRESENTATION

- 7.1 Prepare Draft Report For Village For Review
- 7.2 Prepare Draft Presentation For Village Staff Review
- 7.3 Finalize Report

- 7.4 Finalize Presentation
- 7.5 Village Board Presentation & Final Report Submittal

Work Excluded:

- Additional Meetings with Village and Presentations Other Than Those Specifically Noted in the Scope
- Site Topographic Surveying
- Any Design and Construction Engineering
- Less Resource Intensive (LRI) Needs Assessment Calculations
- Updates to Water Model
- Demonstration Studies for Lead and Copper Corrosion Control Optimization
- Detailed Audit of SCADA Systems
- Detailed Modeling of Water System Interconnections
- Fox River or Lake Michigan IDNR Allocation Applications
- LSLR Inventorying, Design, or Construction Engineering
- Updated LSLR Plans Due April 15, 2025 and April 15, 2026 and Final LSLR Plan Due April 15, 2027

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES		
CLIENT		
CLIENT	FILUTION	
Village of North Aurora	NO2303	
PROJECT TITLE	DATE	PREPARED BY
Water Works System Master Plan	6/12/23	STD
		· · · · ·

TASK NO.	TASK DESCRIPTION ROLE PERSON RATE	PIC JAM \$239	RESOURC E JWF, PGW \$244	SPM <mark>STD, TGH</mark> \$231	PM CRW \$208	SPE NPW \$182	PE KA, AG \$165	CAD TECH MAA \$149	ADMIN DRA \$70	HOURS		COST
0 1	CT FACILITATION & MEETINGS Project Administration	4		8	12					24	\$	5 300
0.1	Project Initiation & Progress Meetings (6 Total Meetings with			Ŭ	12					27	Ψ	0,000
0.2	Village plus internal review meetings) Project Facilitation & Meetings Subtotal:	6 10	-	18 26	24 36	24 24	12 12	-	-	84 108	\$ \$	16,932 22,232
BACKG	ROUND INFORMATION & WATER SYSTEM AUDITS											
1.1	Site Visit To Wells, WTPs, & EWSTs			4	4	4				12	\$	2,484
1.2	Inventory Existing Water Supply Sources (Including Water Quality Summary)				2	4	8			14	\$	2,464
1.2	Characterize Conditions & Conscition of WTD & Storage Equilities				2	0	0			10	¢	2 102
1.3	Identify Existing & Future Study Area (Review Adjacent			-	2	0	0			10	à	3, 192
1.4	Community Corp. Limits, Boundary Agreements & FPAs)				2	2		2		6	\$	1,078
1.5 1.6	Prepare Water Audit (Utilizing AWWA Water Audit Software) Conduct Water Works System Regulatory Audit				4	8	32			44 5	\$ \$	7,568
	Background Information & Water System Audits Subtotal:	-	-	4	15	28	50	2	-	99	\$	17,688
WATER	WORKS SYSTEM EVALUATION	T	I	1								
2.1	Define Water Treatment Site(s) Throughout Planning Area Define Long Term Finished Water Quality, Water Treatment			2	4		4	4		14	\$	2,550
2.2	Options & Water Treatment Plant Concept Plans		2	8	8	8	8			34	\$	6,776
	Supply (Sand & Gravel Maps and Siting Analysis, Local Data											
2.3	Evaluation)			4	6	6	6			22	\$	4,254
2.4	(Trends, Sustainability, Locations/Separation Requirements)			4	6	6	6			22	\$	4,254
2.5	Evaluate Fox River and Lake Michigan Supply Options		4	12	16	24	24	8		88	\$	16,596
2.0	Evaluate Static Water Pressures Throughout Planning Area		2	2	8 2	0	8	2		 12	э \$	2,034
2.8	Define Water Storage Facility Locations Within Planning Area				2	2	2	2		8	\$	1,408
2.9	Define Large Diameter Water Distribution Network Within Planning Area				2	2	2	4		10	\$	1.706
2.0	Review Treatment Systems and Water Storage O&M Manuals				-					10	Ť	1,700
2.10	and Create Maintenance Schedules			2	8	16	40			66	\$	11,638
2.11	Storage Assets Rehab or Replacement			2	8	12	12			34	\$	6,290
2 12	Evaluate Operational Improvements for Existing Water Treatment Systems			8	16	24	24			72	\$	13 504
2.12	Water Works System Evaluation Subtotal:	-	8	44	86	108	140	20	-	406	\$	75,740
CORRC	SION CONTROL OPTIMIZATION DESKTOP STUDY	1										
	Gather and Organize Existing Lead and Copper Testing Data											
3.1	WRT Existing and Proposed Lead & Copper Rule Analyze Existing Data for Spatial/Temporal Patterns			1	2	4	4	6		1/	\$ \$	2,929
3.3	Analogous System Preliminary Research			2	2	2	2			8	\$	1,572
3.4	Identify Saturation pH for Calcium Carbonate in System and			1	2	2	2			7	¢	1 3/1
3.4	Evaluate Corrosion Characteristics of Water			1	2	2	4			9	۶ ۶	1,671
3.6	Identify Potential Changes to Treatment/Water Quality			1	1	2	2			6	\$	1,133
3.7	Analyze Changes to Water Characteristics with Changes to Treatr	nent		1	1	2	2			6	\$	1,133
3.8	Select Treatment Option(s) (Max. of 2)			2	2	2	4			10	\$	1,902
3.9	Use Supplemental Processes to Evaluate and Select Treatment Option(s) (Max. of 2)			2	2	2	2			8	\$	1 572
0.0	Evaluate Demonstration Study Options for Select Treatment				-					Ŭ	Ŷ	1,012
3.10	Option(s), e.g. Pipe Loop, Metal Coupon, Partial-System Tests			2	2	2	2			8	\$	1,572
3.11	Necessary/Recommended			1	2	2	2			7	\$	1,341
3.12	Prepare Cost Estimate(s) for Treatment Option(s) (Max. of 2)			2	4	6	8			20	\$	3,706
3.13	System Configuration, Etc.			1	2	2	4			9	\$	1,671
3.14	Summarize Desktop Study Results in Memo Report			4	6	8	8			26	\$	4,948
	Corrosion Control Optimization Desktop Study Subtotal	-	-	22	32	40	48	6	-	148	\$	27,832
INITIAL	LEAD SERVICE LINE REPLACEMENT PLAN Develop Plan for Posting the LSLR Plan and Other Related											
4.1	Materials on the Village's Website	ļ		2		2	2			6	\$	1,156
4.2	Summarize the Village's Material Inventory Develop a Proposed LSLR Schedule for 1. 5. 10. 15. and 20-Year			2		2	4			8	\$	1,486
4.3	Goals	2		2		2	4			10	\$	1,964
4.4	Cost and Financing Options Analysis			2		2	4			8 2	\$ \$	1,486
4.6	Create a Map for Inventorying and Phasing			2		2	4	4		12	÷	2,082
4.7	Identify Measures for Public Relations			2		2	2			6	\$	1,156
4.8	Identity Measures for Diversity Hiring Workshops with Village Staff (2 Total)	4		2 8		2	2			6 24	\$ \$	1,156
4.10	Prepare Initial LSLR Plan and Submit to IEPA			12		12	20	2		46	\$	8,554
	Initial Lead Service Line Replacement Plan Subtotal	6	-	36	-	32	54	6	-	134	\$	25,378
COST E	Cost Estimates - Water Supply Improvements (Wells)			1	2	2	6			11	\$	2 001
5.1	Cost Estimates - Water Treatment Improvements (Source Water				<u>∠</u>	2	10				÷ ć	2,001
5.2 5.3	- vveils) Cost Estimates - Water Storage Improvements		<u> </u>	1	4	6 4	12			23	\$ \$	4,135
5.4	Cost Estimates - Water Distribution Improvements			1	2	8	12			23	\$	4,083
5.5	Develop Draft Implementation Plans For Proposed Water Works System Improvements	2		2	2	2	8			16	\$	3,040
C	Cost Estimating & Implementation Plan Development Subtotal	2	-	6	14	22	40	-	-	84	\$	15,380
WATER	RATE STUDY	I	l.			_			-		~	
6.1	Coordinating Information Request Review Pumped and Billed Water For Last Five Years by				2	2				4	\$	780
6.2	Consumer Type				2	2	4			8	\$	1,440
6.3 6.4	Prepare CIP for Water Works System (20 Year Period) Review and Evaluation of Historical and Projected Water Expense	<u> 2</u> s		4	8	12 4	24 4			50 11	\$ \$	9,210
				· ·	-	•	· ·				Ŧ	-,

6.5	Review and Evaluation of Historical and Projected Water Revenues	6		1	2	4	4			11	\$	2,035
6.6	Revising Projected Water Revenues			1	2	4	4			11	\$	2,035
6.7	Revising Projected Water Expenses			1	2	4	4			11	\$	2,035
	Prepare Connection Fee and Rate Options (Based on 20 Year											
6.8	Period) - 4 Alternatives Maximum	1		4	4	8	8			25	\$	4,771
	Revise Connection Fee and Rate Options (Based on Village Staff											
6.9	Comments) - 4 Alternatives Maximum	1		2	2	4				9	\$	1,845
	Water Rate Study Subtotal:	4	-	14	26	44	52	-	-	140	\$	26,186
DEDOI												
REPUR	KI & PRESENTATION		r	1	1	1	1	1	1			
7.1	Prepare Draft Report For Village For Review	2		8	16	24	24	4		78	\$	14,578
7.2	Prepare Draft Presentation For Village Staff Review	2		4	4	4	8			22	\$	4,282
7.3	Finalize Report	2		2	2	4	4	2		16	\$	3,042
7.4	Finalize Presentation			2	2	2				6	\$	1,242
7.5	Village Board Presentation & Final Report Submittal	4		4	4	2			2	16	\$	3,216
		4.0						•	•	100	6	26.260
	Report & Presentation Subtotal:	10	-	20	28	36	36	6	2	138	\$	20,300

- EEI STAFF JAM Julie A. Morrison, PE JWF Jeffrey W. Freeman, PE, CFM, LEED AP PGW Peter G. Wallers, PE, CFM STD Stephen T. Dennison, PE TGH Timothy G. Holdeman CRW Christopher R. Walton, PE NPW Natasha P. Woodlock, PE KA Kamelia Afshinnia, PhD, EI AG Ali Ghassemi, PhD, EI MAA Michael A. Agate DRA Deborah R. Anderson

NOTE: See Attachment B - Scope of Services for Additional Description of Work, Notes, and Exclusions

52 Wheeler Road, Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com

DIRECT EXPENSES

ISWS (Sustainable Source Water Analysis) = \$ 27.87	76
ISWS (Sustainable Source Water Analysis) = \$ 27.87	76

LABOR SUMMARY	
EEI Labor Expenses =	\$ 236,796
TOTAL LABOR EXPENSES	\$ 236,796

PROJE	ECT SCHEDULE															
CLIEN	Т											PROJE	ECT NU	MBER		
PROJ	Village of North Aurora ECT TITLE											NO230 DATE)3	PREP	ARED B	Y
-	Water Works System Master Plan											6/12/23	3	STD		
TASK																
NO.	TASK DESCRIPTION	AUG	SEPT	2023 OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	202 MAY	24 JUNE	JULY	AUG	SEPT	OCT
	CT FACILITATION AND MEETINGS															
0.1	Project Administration Project Initiation & Progress Meetings (6 Total Meetings with Village)															
BACKG	ROUND INFORMATION & WATER SYSTEM AUDITS Site Visit to Wells, WTPs, and EWSTs		1	1					1	1	1		1	1		
1.2	Inventory Existing Water Supply Sources (Including Water Quality Summary)															
1.3	Characterize Conditions & Capacities of WTP & Storage Facilities Identify Existing & Future Study Area (Review Adjacent Community Corp. Limits,															
1.4	Boundary Agreements & FPAs)															<u> </u>
1.5	Conduct Water Works System Regulatory Audit															
2 1	WORKS SYSTEM EVAULATION Define Water Treatment Site(s) Throughout Planning Area	1									<u> </u>		1	1		1
2.1	Define Long Term Finished Water Quality, Water Treatment Options & Water															
2.2	Treatment Plant Concept Plans Evaluate Shallow Groundwater Options for Long-Term Water Supply (Sand &														 	
2.3	Gravel Maps and Siting Analysis, Local Data Evaluation)															<u> </u>
2.4	Evaluate Deep Groundwater Options for Long-Term Water Supply (Trends, Sustainability, Locations/Separation Requirements)															
2.5	Evaluate Fox River and Lake Michigan Supply Options															
2.0	Evaluate Static Water Pressures Throughout Planning Area															
2.8	Define Water Storage Facility Locations Within Planning Area															
2.9	Review Treatment Systems and Water Storage O&M Manuals and Create														┨────┦	
2.10	Maintenance Schedules Analyze Life Cycle Needs and Costs for Water Treatment and Storage Assets														!	
2.11	Rehab or Replacement															
2.12 CORRO	Evaluate Operational Improvements for Existing Water Treatment Systems SION CONTROL OPTIMIZATION DESKTOP STUDY															
2.1	Gather and Organize Existing Lead and Copper Testing Data WRT Existing and															
3.2	Analyze Existing Data for Spatial/Temporal Patterns															
3.3 3.4	Analogous System Preliminary Research Identify Saturation pH for Calcium Carbonate in System and Analyze for System Imp	acts														
3.5	Evaluate Corrosion Characteristics of Water															
3.0	Analyze Changes to Water Characteristics with Changes to Treatment															
3.8	Use Flow Charts from USEPA/IEPA Guidance Documents to Select Treatment															
3.9	Use Supplemental Processes to Evaluate and Select Treatment Option(s) (Max. of 2	2)														
3.10	Evaluate Demonstration Study Options for Select Treatment Option(s), e.g. Pipe Loop. Metal Coupon. Partial-System Tests															
3.11	Identify Possible Additional Treatment Modifications That May Be Necessary/Recom	mendeo	1													
3.12	Prepare Cost Estimate(s) for Treatment Option(s) (Max. of 2) Prepare Recommendation(s) - Evaluating Operability, Reliability, System Configurati	on, Etc.														
3.14 INITIAL	Summarize Desktop Study Results in Memo Report LEAD SERVICE LINE REPLACEMENT PLAN															
11	Develop Plan for Posting the LSLR Plan and Other Related Materials on the Villane's Website															
4.1	Summarize the Village's Material Inventory															
4.3 4.4	Develop a Proposed LSLR Schedule for 1, 5, 10, 15, and 20-Year Goals Cost and Financing Options Analysis														├ ───┤	
4.5	Develop Plan for Prioritizing High-Risk Facilities															
4.0	Identify Measures for Public Relations															
4.8 4.9	Identify Measures for Diversity Hiring Workshops with Village Staff (2 Total)														ļ]	
4.10	Prepare Initial LSLR Plan and Submit to IEPA							Due 4	/15/2024							
5.1	Cost Estimates - Water Supply Improvements (Wells)	<u> </u>		<u> </u>						1	1		<u> </u>	<u> </u>	· · · · ·	
5.2	Cost Estimates - Water Treatment Improvements (Source Water = Wells) Cost Estimates - Water Storage Improvements															
5.4	Cost Estimates - Water Distribution Improvements															
5.5	שיפוסף טרמת implementation Plans For Proposed Water Works System Improvements															
WATER	RATE STUDY		<u>.</u>			·				1	1		T			
6.2	Review Pumped and Billed Water For Last Five Years by Consumer Type															<u> </u>
6.3 6.4	Prepare CIP for Water Works System (20 Year Period) Review and Evaluation of Historical and Projected Water Expenses															<u> </u>
6.5	Review and Evaluation of Historical and Projected Water Revenues															<u> </u>
6.7	Revising Projected Water Expenses															<u> </u>
6.8	Alternatives Maximum															
	Revise Connection Fee and Rate Ontions (Based on Village Staff Comments) - 4		1	1					1		1	1			1 7	1

6.9	Alternatives Maximum														
REPOR	REPORT AND PRESENTATION														
7.1	Prepare Draft Report For Village For Review														
7.2	Prepare Draft Presentation For Village Staff Review														
7.3	Finalize Report														
7.4	Finalize Presentation														
7.5	Village Board Presentation & Final Report Submittal														

52 Wheeler Road Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com

Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$244.00
Principal	E-3	\$239.00
Senior Project Manager	E-2	\$231.00
Project Manager	E-1	\$208.00
Senior Project Engineer/Surveyor II	P-6	\$196.00
Senior Project Engineer/Surveyor I	P-5	\$182.00
Project Engineer/Surveyor	P-4	\$165.00
Senior Engineer/Surveyor	P-3	\$152.00
Engineer/Surveyor	P-2	\$138.00
Associate Engineer/Surveyor	P-1	\$124.00
Senior Project Technician II	T-6	\$170.00
Senior Project Technician I	T-5	\$159.00
Project Technician	T-4	\$149.00
Senior Technician	T-3	\$138.00
Technician	T-2	\$124.00
Associate Technician	T-1	\$109.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$112.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

	\$ 15.00
\$0.25/Sq. Ft. (Bla	ack & White)
\$1.00/Sq. Ft. (Co	olor)
	Cost
Cost + 10%	
e / Drone	\$ 220.00
	\$ 276.00
	\$0.25/Sq. Ft. (Bla \$1.00/Sq. Ft. (Co Cost + 10% / Drone

VILLAGE OF NORTH AURORA BOARD REPORT

TO:	VILLAGE PRESIDENT & BOARD OF TRUSTEES
	CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM:	MIKE TOTH, BUSINESS AND ADMINISTRATIVE SERVICES MANAGER
SUBJECT:	OUTDOOR SPECIAL EVENT CODE AMENDMENTS
AGENDA:	JUNE 19, 2023 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

Chapter 5.70 of the Municipal Code includes the conditions requiring an outdoor special event permit and the permit conditions. Often, individuals needing a special event permit either do not know they need a special event permit or wait until the last minute before applying. In consideration of this, staff is reevaluating the outdoor special event provisions to determine what should necessitate a permit and whether certain permits can be issued administratively. Staff also revisited the mobile food vendor provisions that are tied directly into the outdoor special event permit requirements and the parking provision triggering the need for an outdoor special event permit. In order to solicit feedback from the Village Board on these items, staff provided a presentation at the June 5, 2023 Committee of the Whole meeting.

Staff has prepared draft amendments to the outdoor special event permits provisions. The following is a summary of the proposed changes:

- Staff created provisions whereby certain outdoor special events could be approved administratively.
- As a result of creating an administrative approval process, conditions requiring Village Board approval were subsequently reduced.
- All mobile food vendor provisions were removed from Chapter 5.70.
- The provision on the number of minimum required parking spaces was removed from the Village Board approval process.
- Use of non-residential parking lot drive aisles and parking spaces was added to the administrative approval process.

Staff is now seeking feedback from the Village Board on the draft amendments.

Chapter 5.70 OUTDOOR SPECIAL EVENT PERMITS

Sections:

5.70.010 Definitions.

"Outdoor special event" means a one-time outdoor event or event that is repeated on an annual or other periodic basis for which a permit is required as provided in Section 5.70.020.

(Ord. No. 14-07-07-01, § 2, 7-7-2014)

5.70.020 Conditions and permits for outdoor special events requiring village board approval.

<u>Village board approval is required for an outdoor special event permit is required</u> on any property in the village for any planned outdoor event <u>that</u> involves the following:

A. The use of any village property;

- <u>A</u>. The closure of any public street, posting of "no parking" signs on public streets or blocking of any parking on public streets; <u>or</u>
- C. The use of any commercial parking lot and/or blocking of any commercial parking area that reduces the number of required parking spaces established in Title 17;
- D. The use of mobile food vendor(s).
 - 1. More than one vendor in a day; or
 - 2. More than one vendor at a time; or
 - 3. More than two hours at a time on any property, unless catering a private event for which food or beverages are provided to guests free of charge to them.
- E. The sale of alcoholic liquor; or
- <u>B.</u> Any event at which sound amplification equipment will be used.
 - 1. Sunday through Thursday before 10:00 a.m. and/or after 9:00 p.m.; or
 - 2. Friday and Saturday before 10:00 a.m. and/or after 10:00 p.m.

All outdoor special events shall be conducted in a way that minimizes the direct impact of sound and the activity of the event on neighboring properties and the public as is practicable.

Permit applications for all outdoor special events that require village board approval shall be submitted to the village administrator for approval at the next regularly scheduled village board meeting only if submitted no later than the Monday before the next regularly scheduled board meeting. Special events hosted by the village shall not require an outdoor special event permit.

(Ord. No. 14-07-07-01, § 2, 7-7-2014; Ord. No. 20-08-03-02, § 1, 8-3-2020)

5.70.030 Conditions and permits for outdoor special events requiring village administrator approval.

<u>Village administrator or designee approval is required for an outdoor special event permit on any property in</u> <u>the village for any planned outdoor event that involves the following:</u>

- A. The use of any village property in a manner other than its intended use; or
- B. Any event held on a non-residential property where:
 - 1. The use of drive aisles would be used for purposes other than vehicle access;
 - 2. Parking spaces would be used for purposes other than vehicle parking or be needed to accommodate special event guests at a proportional rate that may impact normal daily business use.

<u>Permit applications for all outdoor special events that require village administrator approval shall be submitted</u> to the village administrator or designee for approval typically no later than one week prior to the special event.

5.70.040 Permit conditions.

Outdoor special event permits shall meet the following conditions and requirements:

- A. Liquor may not be sold or given away in violation of Chapter 5.08 of the North Aurora Code.
- B. If the event is taking place on property not owned by the applicant, evidence of the owner's consent or approval in writing must be obtained;
- C. If the event will include blocking any public road, only subdivision roads may be blocked, and approval by the police department with a plan for barricading, allowing access to property owners and limiting the hours of blockage, with any conditions imposed by the police department, is required;
- D. The hours for which sound amplification equipment may be used shall be determined by the board, taking into consideration the day or night of the week, the location of the event in respect to residential properties and other factors that board determines are necessary and appropriate for the protection of the public, health, safety and welfare; and
- E. Reasonable efforts shall be made to minimize the direct impact of sound and the activity of the event on neighboring properties and the public as is practicable, and the applicant shall implement any requirements and observe any limitations and conditions that are specified with permit approval.

(Ord. No. 14-07-07-01, § 2, 7-7-2014)

5.70.050 Permit application.

The property owner or person authorized by the property owner on which an outdoor special event is planned for which a permit is required, as provided in Section 5.70.020, shall submit an application to the village administrator or designee and provide the following information and documentation:

A. An indication whether liquor will be sold;

- <u>A.</u> If the event property is not owned by applicant, a copy of the lease or other written evidence of consent or approval from the property owner;
- <u>B.</u> An indication whether streets will be blocked off, and a diagram and plan for handling the street blockage;

(Supp. No. 76)

- <u>C.</u> A diagram of the location of the sound amplification equipment and its orientation to adjacent or nearby residential property; and
- <u>D.</u> A description of the efforts to be taken to minimize the direct impact of sound on residential properties in the area.
- E. A map of the event including applicable event items (i.e. tents, sound equipment, barriers, etc.).
- <u>F.</u> Any other information reasonably required by the village to insure that the impact of the event on neighboring properties and the public is minimized.

(Ord. No. 14-07-07-01, § 2, 7-7-2014)

5.70.050 Timing.

All outdoor special events that require a permit shall be submitted to the village administrator for approval at the next regularly scheduled village board meeting if submitted no later than the Monday before the next regularly scheduled board meeting.

(Ord. No. 14-07-07-01, § 2, 7-7-2014)

5.70.060 Effect and application.

Compliance with the provisions of Section 8.20.090 and Chapter 5.70 of this code do not necessarily exonerate a person from the provisions of Sections 9.12.100 (Disturbing the Peace) and 9.12.110 (Unlawful Noises and Loud Music), but compliance shall be considered a presumption that a person has not violated Sections 9.12.100 and 9.12.110 requiring clear and convincing evidence of violation.

(Ord. No. 14-07-07-01, § 2, 7-7-2014)

VILLAGE OF NORTH AURORA BOARD REPORT

TO:	VILLAGE PRESIDENT & BOARD OF TRUSTEES
	CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM:	MIKE TOTH, BUSINESS AND ADMINISTRATIVE SERVICES MANAGER
SUBJECT:	MOBILE FOOD VENDOR CODE AMENDMENTS
AGENDA:	JUNE 19, 2023 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

On December 5, 2016, the Village Board approved an ordinance adopting Chapter 5.35 of the Municipal Code officially allowing mobile food vendors to operate within the Village. Chapter 5.35 established general regulations and a mobile food vendor permit process. Chapter 5.35 would later be amended in 2020 to address certain trends occurring at that time -- the maximum time a food truck could operate on a property and how many could operate on a property at one time. Exemptions for said limitations were granted if serving as part of an approved special event. In 2021, the mobile food vendor provisions would again be amended to allow mobile food vendors to be utilized on a continual basis within the Route 31 corridor under certain restrictions. This topic originated when a business was intending to use their food truck as a means of preparing food while serving the food inside the building.

Food trucks operating in Kane County are required to obtain a mobile food vending unit permit issued by the Kane County Health Department. Per Chapter 5.35, food trucks serving in the Village are required to obtain a mobile food vendor permit issued by the North Aurora Police Department. According to the Police Department, there are usually only a couple of food trucks that register for a permit with the Village annually.

The mobile food vendor provisions included in the outdoor special event code were discussed at the June 5, 2023 Committee of the Whole meeting in anticipation of a later discussion involving the mobile food vendor provisions included in Chapter 5.35. The Board was receptive to the proposed changes within the outdoor special event code; as such, staff is now soliciting feedback on the mobile food vendor provisions included in Chapter 5.35.

Staff will be providing a presentation at the June 19, 2023 Committee of the Whole meeting for feedback on this topic.