

NORTH AURORA VILLAGE BOARD MEETING MONDAY, DECEMBER 4, 2023 – 7:00 P.M. NORTH AURORA VILLAGE HALL - 25 E. STATE ST.

ZOOM VIEWING INFORMATION

Website Address: https://us02web.zoom.us/j/87841551911 Meeting ID: 878 4155 1911 | Dial In: +1 312 626 6799

AGENDA

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

ROLL CALL

PUBLIC HEARING

2023 Tax Levy

AUDIENCE COMMENTS

CONSENT AGENDA

- 1. Village Board Minutes dated 11/20/2023; Committee of the Whole Minutes dated 11/20/2023
- 2. Bills List Dated 12/04//2023 in the Amount of \$260,309.07
- 3. Travel and Business Expenses in the Amount of \$300.00
- 4. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for Orchard Acres Lot 1, Lot 3, And Lot 4

NEW BUSINESS

- 1. Approval of Ordinance Amending Title 15 of the North Aurora Code to Adopt New Building Codes
- 2. Approval of Ordinance Amending Title 17 of the North Aurora Code Regarding Administrative Procedures, Nonconformities, and Other Corrections and Clarifications
- 3. Approval of an Ordinance Proposing the Establishment of Special Service Area No. 46 (840 Ice Cream Drive Development) in the Village of North Aurora
- 4. Approval to Award Bid for Orchard Gateway Boulevard Breakaway Modification to Utility Dynamics Corporation in the Amount of **\$75,000.00**

- 5. Approval of Service Agreement with Engineering Enterprises, Inc. (EEI) for Design Engineering of Elevated 1,000,000 Gallon Water Storage Tank Not to Exceed a Total Amount of \$155,100.00
- 6. Approval of the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax
- 7. Approval of Ordinance for the Levy and Assessment of Taxes in and for the Village of North Aurora and the Messenger Public Library, Kane County, Illinois for the Fiscal Year Beginning June 1, 2023 and Ending May 31, 2024
- 8. Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- 9. Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- 10. Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- 11. Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- 12. Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- 13. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)
- 14. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)
- 15. Approval of a Resolution Initiating the Submission of a Public Question to Increase the Village's Existing Local Municipal Sales Tax from ½% to a Rate of 1% to the Voters of the Village of North Aurora

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: 573

NORTH AURORA VILLAGE BOARD MEETING VILLAGE BOARD MEETING MINUTES Monday, November 20, 2023

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE

ROLL CALL

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

Staff in attendance: Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Nathan Darga, Village Attorney Kevin Drendel, Village Engineer/Assistant Public Works Director Brandon Tonarelli, Police Chief Joe DeLeo.

AUDIENCE COMMENTS – None

<u>VILLAGE PRESIDENT</u>-2023 Halloween Property Recognition Program Winners Mayor Gaffino awarded the winners of the Beautification Committee's 2023 Halloween Property Recognition Program their certificates and prizes for their winning entries. On hand were 4th place winners Arndt Family of 410 West State Street, 2nd place Damato Family of 480 Mount Court, and 1st place Klemencic Family of 2552 McDuffee Circle.

APPOINTMENT- Beautification Committee Member-Joel Unroe

Mayor Gaffino moved to appoint Joel Unroe to the Village's Beautification Committee. There were no objections from the Village Board regarding the appointment.

CONSENT AGENDA

- 1. Village Board Minutes Dated 11/06/2023; Committee of the Whole Minutes Dated 11/06/2023
- 2. Bills List Dated 11/20/2023 in the Amount of \$696,028.40
- 3. Approval of Salt Purchase with Cargill in the Amount of \$103,272.00 not to Exceed \$123,926.40
- 4. Approval of Salt Purchase Compass Minerals in the Amount of \$103,272.00 not to Exceed \$123,926.40
- 5. Approval of 2024 Meeting Schedule
- 6. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Building Located at 930 Ice Cream Drive (Formerly 840 Ice Cream Drive)

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

NEW BUSINESS

1. Approval to Award Bid for Demolition of 40 Monroe Street to Fox Excavating, Inc. in the Amount of \$27,500.00

Community & Economic Development Director Nathan Darga explained that the Village had four different companies attend the pre-bid meeting and three of them submitted bids with the lowest bid from Fox Excavating out of Batavia for \$27,500.

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

2. Approval to Waive Bids for Well #6 Rehabilitation and Maintenance and Award Contract to Layne Christensen Company in the Amount Not to Exceed \$370,000.

Village Engineer/Assistant Public Works Director Brandon Tonarelli stated that the Village's Water well #6 was due to have its' pump and motor pulled for inspection and preventative maintenance. The last service on the Well was eleven years prior, it is recommended to perform this maintenance service on the Wells on an eight to ten year cycle. Staff was requesting to waive the bids for the maintenance projects. Tonarelli gave the reasons that the Byron Jackson Motors that are in the Village's Wells contain mercury seals, Layne Christiansen is the only Byron Jackson manufacturing representative in Illinois. Layne Christiansen also built the Well and has maintained all the other Wells within the Village. The Village also has a professional service agreement with Layne Christiansen which provides the Village with a discount.

Tonarelli stated that the base cost of the rehabilitation was estimated to be approximately \$357,000, however the final cost will be determined once the Well has had its' motor, pump and additional equipment pulled. Currently the project was budgeted for \$270,000, however since the budget had been approved, the costs of labor and equipment has risen. The Cost of a replacement pumping assembly had also been included in the estimate due to previous experience with Village Wells.

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

3. Approval to Award Bid for Water Division Vehicle Equipment to Monroe Truck Equipment in the Amount of \$41,449.0

Assistant Director Tonarelli stated that the Village Board had previously approved a contract with Knapheide Equipment to retrofit two trucks in the Water Division in the amount of \$38,740.70. Upon following up with the company on the status of the equipment, staff was told that Knapheide had not placed the order and was having trouble getting them placed and establishing a timeline for getting the work completed. Staff then reached out to the second lowest bidder, Monroe Truck Equipment, whose quote was \$41,449.00. Staff was recommending that the Village cancel the contract with Knapheide and award the contract to Monroe Truck Equipment.

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

<u>VILLAGE PRESIDENT</u> – Mayor Gaffino wished everyone a happy Thanksgiving.

TRUSTEES COMMENTS – None

<u>ADMINISTRATOR'S REPORT</u> – Administrator Bosco stated that Public Works was wrapping up the leaf collection program and putting up holiday decorations in Riverfront Park for the upcoming Making Spirits Bright event on Saturday, December 2nd.

$\underline{\textbf{ATTORNEY'S REPORT}} - None$

VILLAGE DEPARTMENT REPORTS

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

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins Village Clerk

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

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

Staff in attendance: Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Nathan Darga, Village Attorney Kevin Drendel, Village Engineer/Assistant Public Works Director Brandon Tonarelli, Police Chief Joe DeLeo.

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

DISCUSSION

1. Zoning Code Text Amendments

Administrator Bosco stated that staff had been updating the Village Code and was now reviewing zoning code. Bosco stated that Director Darga was planning to do larger changes in the upcoming months, presently he was presenting the Board with some minor updates, including a change to the public hearing notice signs.

Community & Economic Development Director Nathan Darga explained that most of the changes in this round of updates was removing redundant or unused provisions, moving things that are in the incorrect sections, updating definitions and an update on Public Hearing signs. He provided an example of what was to be removed and what was to be retained on the Public Hearing signs. This change was in an effort to make the information on the signs larger and more readable to passers-by.

Mayor Gaffino asked if a website could be added to make information more accessible as opposed to a phone number. Darga agreed.

Trustee Curtis asked if the Village would be listing the current zoning and the change requested in the "Description of Requests" field of the sign. Darga stated in that field, he would list whether or not it was a PUD or if it was an actual zoning change.

There were no further questions from the Board, and had positive feedback for the changes.

2. Building Code Update

Administrator Bosco reminded the Board that it was the Village's plan to have the building codes updated to the 2021 codes by January 1, 2024.

Director Darga, as a reminder to the Board, provided a list of the building codes that the Village was preparing to adopt. He explained why the changes were so lengthy, stating that chapter one of each book needed to be amended to reflect the Village's own administrative process. The second groups of amendments takes the national codes and adapts them to reflect the needs of the Village. Darga stated that the third group of changes are actual code changes. These were amendments proposed in an effort to adapt the code to reflect what has determined to be appropriate for the Village.

There were no questions from the Board, there was expressed approval for the changes.

3. Sales Tax Referendum Question

Administrator Bosco reminded the Board that the non-home rule sales tax referendum question was born from conversations regarding how to fund the new public works facility. While there were different options for financing the facility, staff believed that this one would generate enough income to pay the debt annually on the new building.

Finance Director Jason Paprocki reminded the Board of the discussion during the October 16, 2023 Committee of the Whole meeting, where a few different funding sources were laid out for the projected building cost of \$18 million based on current interest rates, length of borrowing term and the amount borrowed. Staff estimates that this would equate to about a \$1.2 to \$1.5 million a year in an annual debt payment.

Non-home rule sales tax can be used on public infrastructure, property tax relief, and municipal operations (until July 1, 2030). Utilizing funds from a non-home rule sales tax for the purpose of funding a new public works facility would fall into the public infrastructure category. The additional income from increasing the non-home rule sales tax would ensure a fully funded Capital Plan going forward, to assist in maintaining the Village's infrastructure.

Staff reviewed various revenue options of revenue, the non-home rule sales tax stood out as an option because it shares the burden of cost between both residents and non-residents. The revenue is based on purchases rather than utilities or property owners. As a non-home rule community, the Village is able to go up to 1% total for a non-home rule sales tax, the Village currently has a 0.5% sales tax, so is able to request an increase of another 0.5%. Paprocki stated that this increase would limit the Village's dependency on its current revenues. As the Village's other financial obligations increase in upcoming years, the Village would be pinched on how much money would be available to use for the debt payment.

Paprocki explained that for every \$100 of qualifying purchases, the customer would pay an additional .50 cents. The non-home rule sales tax does not apply to items that must be titles or registered with the state, groceries and food not sold for immediate consumption, prescription medicines and certain nonprescription items with medicinal value, and prescription and non-prescription medical appliances. The Village's normal 1% sales tax it receives renders about \$7 million annually, the current 0.5% non-home rule sales tax is about \$1.4-\$1.5 million.

The Village's current sales tax rate was 7.5%, the Village's non-home rule sales tax portion of that was a half percent. Paprocki provided comparables to local municipalities, both home rule and non-home rule. The Village was at least a half percent lower than all comparables.

Paprocki explained what would happen if the referendum failed and the additional \$1.3-\$1.5 million could not be captured by the non-home rule sales tax. He stated that additional revenue sources would

have to be investigated, such as increase of utility tax which could be done by the Village Board via ordinance, however that would be expected to only bring in about \$450,000 annually and could cost a homeowner between \$30-\$50 increase annually. General Fund Capital Transfers of approximately \$600,000 may be eliminated. Capital replacement schedules would be delayed. Operations and services may be reduced to fund Capital.

Paprocki presented the Board with the proposed question that would appear on voter's ballots. "Shall the corporate authorities of the Village of North Aurora, Kane County, Illinois, increase its Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax form 0.5% to a rate of 1.0% for expenditures on municipal operations, expenditures on public infrastructure, and/or for property tax relief?"

Trustee Curtis asked about the phrasing of the question and whether or not it could be changed to make it more accessible for people to understand. Administrator Bosco stated that this question was brought to the Village's Attorney Drendel who stated that the phrasing of the question had to be substantially similar to the statute and how it is written. Attorney Drendel added that the way the question was phrased was the exact language out of the statute, what the legislature believed to be clear and unambiguous.

There was discussion of rephrasing the question in an effort to make it more appealing and consumable to voters.

Administrator Bosco asked the Village Board how they would like to proceed. He asked if they wanted to proceed with the referendum, and if so, how they would like the referendum question to read.

There was discussion regarding the phrasing of the referendum question. Trustee Guethle believed the question to be fine as is while Trustee Curtis felt that it was phrased as a negative. Trustee Salazar questioned the "for property tax relief" aspect of the referendum question, stating that it was a misleading or unclear statement. There was further discussion.

Administrator Bosco stated that if the Village Board wanted this referendum question to be on the next ballot, it would have to be certified by the Village Board's next meeting. At that meeting, staff was planning to bring the certified question before the Village Board for approval. At the Committee of the Whole meeting that follows, staff had planned on adding to the agenda a discussion regarding an education campaign for voters.

Trustee Lowery explained that he believed that psychologically, if an idea is placed earlier in a narrative, it has more of an impact on the reader. He felt that approach would be beneficial in wording the referendum question in order to "sell" it or make the idea more appealing. Attorney Drendel stated that a local governmental body could not "sell" a referendum question to the voter. Drendel also said that the Village and its' representatives could not advocate for the passing of a referendum. They could provide information/education. He also stated he believed that if the Village used the exact wording in the statute, however rearranged for the referendum question, it may be certified.

There was discussion regarding the phrasing "occupational tax" versus "sales tax'. Attorney Drendel stated that in fact what the Village was requesting was an occupational tax, it is a tax that is placed on the retailer that is then passed on to the consumer.

Paprocki continued his presentation, he explained that no employee or elected official may use their official position to influence others or engage in political activities while at work or on duty. He touched on some of the ideas that would be discussed at a later Committee of the Whole meeting, such as having a dedicated website to provide information to residents, including FAQ's, scheduled social media

informational updates, adding information to the community sign and newsletter, offer three public works facility tours and three town hall meetings.

Administrator Bosco gave further details on how the Village planned on implementing these ideas.

There was additional discussion regarding whether or not a Village Board member could speak about the proposed referendum in their personal capacity. Attorney Drendel stressed that while it is within a Trustee's constitutional rights to speak about it, it cannot be done in the capacity of Trustee. It cannot be done on Village time with utilizing Village resources. There was additional discussion regarding this.

Director Paprocki presented the Board with an election timeline. The next steps would be the Village Board would vote on the question at the December 4, 2023 Board meeting; the deadline to submit the approved question to Kane County will be January 11, 2024; Kane County will begin to mail vote-by-mail ballots as well as early voting at the County Clerk's office only begins on February 8, 2024; Early voting at permanent polling places begins on March 4, 2024; the General Primary Election will be held on March 19, 2024.

There was discussion whether or not Kane County was approving their own referendum for a sales tax increase.

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

Administrator Bosco reviewed steps that would be taken if the referendum should fail.

Administrator Bosco stated that staff would work with Attorney Drendel to see if there was a way to reword the referendum question to clarify it for voters. He would then come back to the next Board meeting with options of certified questions to choose from.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins Village Clerk

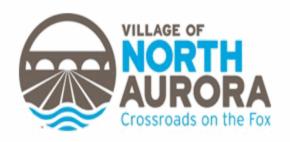
Accounts Payable

To Be Paid Proof List

User: mflatt

Printed: 11/29/2023 - 10:27AM

Batch: 00501.12.2023



Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number					Description	Reference			
AIM 046510 1001208 01-430-4267 Finance S	Services	11/17/2023	150.00	0.00	12/04/2023 Addition Of Transportation Option			No	0
	1001208 Total:	- :	150.00						
	AIM Total:	-	150.00						
Amundsen Davis, LLC 039030 731046 01-430-4260 Legal	731046 Total:	11/27/2023	337.50	0.00	12/04/2023 August 2023- Legal			No	0
	Amundsen Dav	vis, LLC Tot	337.50						
AT&T Mobility 468386 *** 287322279713 01-440-4652 Phones ar	nd Connectivity	11/27/2023	1,255.12	0.00	12/04/2023 Cell Phone- PD 9/20 - 10/19			No	0
	287322279713	Total:	1,255.12						
	AT&T Mobilit	y Total:	1,255.12						

Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
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B & F Construction 015600 18485 01-441-4276 Inspection	n Services	11/13/2023	9,206.71	0.00	12/04/2023 New Inspections- Oct 2023			No	0
	18485 Total:		9,206.71						
63191 01-441-4276 Inspection	n Services	11/10/2023	600.00	0.00	12/04/2023 Plan Review- Riverfront Chrysler EV Charger			No	0
	63191 Total:		600.00						
	B & F Constru	action Total:	9,806.71						
Borekci Real Estate, LL0 468158 11152023 01-490-4781 Sales Tax		11/15/2023 al:	20,042.57	0.00	12/04/2023 NATC Rebate June 23 - Aug 23- Inline 100%			No	0
	Borekci Real I	Estate, LLC T	20,042.57						
Carl & Janice DeBroux 468513 11172023-01 60-320-3340 Water Col	llections	11/17/2023	23.23	0.00	12/04/2023 Water Credit Refund			No	0
	11172023-01	Fotal:	23.23						
	Carl & Janice	DeBroux To	23.23						
Chicago Communication 468149 347726 01-440-4558 Emergence		10/27/2023	1,702.00	0.00	12/04/2023 Vehicle Upgrade			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
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	347726 Total:	1,702.00						
	Chicago Communications L	1,702.00						
Chicago Metropolitan A	agency							
034990 2023MUN 174 01-410-4390 Dues & M	11/6/2023 Meetings	779.15	0.00	12/04/2023 2024 CMAP Contribution			No	0
	2023MUN 174 Total:	779.15						
	Chicago Metropolitan Age	779.15						
Deborah Souvenir								
468514 11172023-01 60-320-3340 Water Co	11/17/2023 billections	30.10	0.00	12/04/2023 Water Credit Refund			No	0
	- 11172023-01 Total:	30.10						
11172023-02 18-320-3350 Sewer Co	11/17/2023 ollection	0.65	0.00	12/04/2023 Sewer Maintenance Credit Refund			No	0
	-11172023-02 Total:	0.65						
	Deborah Souvenir Total:	30.75						
Drendel & Jansons Law	Group							
028580 8164 01-430-4260 Legal	11/14/2023	2,928.25	0.00	12/04/2023 Legal Services- Gen, Admin, Fin/ Oct 2023			No	0
	8164 Total:	2,928.25						
8167 01-430-4260 Legal	11/14/2023	1,732.75	0.00	12/04/2023 Legal Services- Liquor/ Oct 2023			No	0

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Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
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	8167 Total:	-	1,732.75						
8173-01 01-441-4260 Legal		11/13/2023	614.25	0.00	12/04/2023 Legal Services- CommDev/ Oct 2023			No	0
	8173-01 Total:	-	614.25						
8173-02 90-000-E288 NA Fire	Department	11/13/2023	195.00	0.00	12/04/2023 Legal Services- Fire District Review/ Oct 2023			No	0
	8173-02 Total:	-	195.00						
8212 01-440-4260 Legal		11/14/2023	1,472.25	0.00	12/04/2023 Legal Services- PD/ Oct 2023			No	0
	8212 Total:	-	1,472.25						
8213 01-445-4260 Legal		11/14/2023	1,186.25	0.00	12/04/2023 Legal Services- PW/ Oct 2023			No	0
	8213 Total:	-	1,186.25						
	Drendel & Janso	ons Law Gr	8,128.75						
Entenmann-Rovin Co. 000450 0177815-IN		11/16/2023	3,101.40	0.00	12/04/2023			No	0
01-440-4160 Uniform	Allowance	<u>-</u>			NAPD Insignias				
	0177815-IN Tota	al:	3,101.40						
	Entenmann-Rov	in Co. Tota	3,101.40						
Euclid Managers 049670 11132023 01-000-2057 Short-Ter	rm Disability	11/13/2023	461.54	0.00	12/04/2023 Short-Term Disability- Dec 2023			No	0

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type Reference	PO #	Close PO	Line#
Account Number				Description	Reference			
	11132023 Total:	461.54						
	Euclid Managers Total:	461.54						
Gary Carlson 468511								
11172023-01 60-320-3340 Water Col	11/17/2023 Ilections	15.73	0.00	12/04/2023 Water Credit Refund			No	0
	11172023-01 Total:	15.73						
11172023-02 18-320-3350 Sewer Co	11/17/2023 Illection	0.15	0.00	12/04/2023 Sewer Maintenance Credit Refund			No	0
	11172023-02 Total:	0.15						
	Gary Carlson Total:	15.88						
Geneva Construction Co	.							
000530 60885 21-450-4875 Capital Im	11/10/2023	59,523.53	0.00	12/04/2023 2023 Road Program			No	0
21-430-48/3 Capitai III				2025 Road Program				
	60885 Total:	59,523.53						
	Geneva Construction Co. T	59,523.53						
Harris Computer System	ns							
041620 MUNCT0000927 01-441-4380 Training	11/27/2023	4,657.70	0.00	12/04/2023 CityView Training			No	0
	MUNCT0000927 Total:	4,657.70						
MUNXT0000036 01-441-4380 Training	11/27/2023	1,305.00	0.00	12/04/2023 CityView Training			No	0

AP-To Be Paid Proof List (11/29/2023 - 10:27 AM)

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
	MUNXT0000036 Total:	1,305.00						
	Harris Computer Systems T	5,962.70						
Illinois State Police Bur	reau of							
041810 *** COST CTR 03 5 01-440-4799 Misc.	10/1/2023	84.75	0.00	12/04/2023 Liquor License- Inv #20231003557			No	0
	COST CTR 03557 Total:	84.75						
	Illinois State Police Bureau	84.75						
Jason Harrison								
468512 11172023-01 60-320-3340 Water Co	11/17/2023 ollections	15.48	0.00	12/04/2023 Water Credit Refund			No	0
	- 11172023-01 Total:	15.48						
11172023-02 18-320-3350 Sewer Co	11/17/2023 ollection	0.29	0.00	12/04/2023 Sewer Maintenance Credit Refund			No	0
	11172023-02 Total:	0.29						
	Jason Harrison Total:	15.77						
Kane County Animal C	ontrol							
031620 11092023 01-440-4523 Animal 0	11/9/2023 Control	212.00	0.00	12/04/2023 Animal Control- Oct 2023			No	0
	11092023 Total:	212.00						
	Kane County Animal Cont	212.00						

AP-To Be Paid Proof List (11/29/2023 - 10:27 AM)

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Invoice Number	Inv	voice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number					Description	Reference			
Konica Minolta 024860 290190673 01-440-4510 Equipmen		31/2023	119.10	0.00	12/04/2023 Copier Maintenance- Oct 2023			No	0
	290190673 Total:		119.10						
290190683 01-440-4510 Equipmen		31/2023	74.83	0.00	12/04/2023 Copier Maintenance- Oct 2023			No	0
	290190683 Total:	_	74.83						
290190788 01-440-4510 Equipmen		31/2023	71.15	0.00	12/04/2023 Copier Maintenance- Oct 2023			No	0
	290190788 Total:	_	71.15						
290191499 01-440-4510 Equipmen		31/2023	71.15	0.00	12/04/2023 Copier Maintenance- Oct 2023			No	0
	290191499 Total:	_	71.15						
290194622 01-440-4510 Equipmen		31/2023	128.17	0.00	12/04/2023 Copier Maintenance- Oct 2023			No	0
	290194622 Total:	_	128.17						
290196400 01-440-4510 Equipmen		31/2023	43.77	0.00	12/04/2023 Copier Maintenance- Oct 2023			No	0
	290196400 Total:		43.77						
	Konica Minolta Tota	 l:	508.17						
Lauterbach & Amen, LL 467663 84836-01 01-430-4265 Audit Ser	11/2	20/2023	5,700.00	0.00	12/04/2023 FY23 Audit			No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference			
	84836-01 Total:	5,700.00						
84836-02 12-438-4265 Audit Ser	11/20/2023	2,000.00	0.00	12/04/2023 TIF Compliance Report			No	0
	84836-02 Total:	2,000.00						
84836-03 01-430-4265 Audit Ser	11/20/2023 rvices	420.00	0.00	12/04/2023 Police DOI Report			No	0
	84836-03 Total:	420.00						
	Lauterbach & Amen, LLP T	8,120.00						
Marberry Cleaners 008430 4160BB 01-440-4450 Prisoner	10/3/2023 Mtce & Supplies	12.00	0.00	12/04/2023 Prisoner Blanket Cleaning			No	0
	4160BB Total:	12.00						
	Marberry Cleaners Total:	12.00						
Metro West COG 032210								
5222-01 01-430-4390 Dues & N	11/1/2023 Meetings	75.00	0.00	12/04/2023 Recognition Dinner- Bosco			No	0
	5222-01 Total:	75.00						
5222-02 01-410-4390 Dues & N	11/1/2023 Meetings	300.00	0.00	12/04/2023 Recognition Dinner- Mayor & Trustees (3)			No	0
	5222-02 Total:	300.00						
	Metro West COG Total:	375.00						

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Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
Mooney & Thomas, Pc 001040 9216892 01-430-4267 Finance S	Services	10/31/2023	975.00	0.00	12/04/2023 Payroll Processing- Oct 2023			No	0
	9216892 Total	l:	975.00						
9216916 80-430-4581 Banking S	Services/Fees	10/31/2023	75.00	0.00	12/04/2023 Police Pension- Nov 2023			No	0
	9216916 Total	I:	75.00						
	Mooney & Th	omas, Pc Tot	1,050.00						
Motorola Solutions- STA 002980 7968220231002 01-440-4652 Phones an		11/1/2023	653.00	0.00	12/04/2023 StarCom- Nov 2023			No	0
	796822023100	02 Total:	653.00						
	Motorola Solu	utions- STAR	653.00						
MSAB Inc. 052550 36212 01-440-4510 Equipmen	nt/IT Maint	11/16/2023	4,100.00	0.00	12/04/2023 XRY Cell Phone			No	0
	36212 Total:		4,100.00						
	MSAB Inc. To	otal:	4,100.00						
North Aurora NAPA, Inc 038730 450573-01 01-445-4870 Equipmen		10/18/2023	18.00	0.00	12/04/2023 Rachet			No	0

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Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number					Description	Reference	Reference		
	450573-01 Tot	al:	18.00						
450573-02 01-440-4511 Vehicle F	Repair and Maint	10/18/2023	40.32	0.00	12/04/2023 Squad Parts			No	0
	450573-02 Tot	al:	40.32						
452143 01-440-4511 Vehicle F	Repair and Maint	11/7/2023	25.98	0.00	12/04/2023 Squad Parts			No	0
	452143 Total:	-	25.98						
452269 01-445-4511 Vehicle F	Repair and Maint	11/8/2023	1,546.99	0.00	12/04/2023 Vehicle Scanner Update			No	0
	452269 Total:	-	1,546.99						
	North Aurora l	NAPA, Inc. T	1,631.29						
Office Depot 039370 326911425001 01-430-4411 Office Ex	xpenses	8/10/2023	0.16	0.00	12/04/2023 Short-Pay On Original Invoice			No	0
	326911425001	Total:	0.16						
332063650001-01 01-430-4411 Office Ex	xpenses	9/15/2023	15.49	0.00	12/04/2023 Office Supplies			No	0
	332063650001	-01 Total:	15.49						
332063650001-02 01-445-4411 Office Ex	xpenses	9/15/2023	15.50	0.00	12/04/2023 Office Supplies			No	0
	332063650001	-02 Total:	15.50						
332063650001-03 60-445-4411 Office Ex	xpenses	9/15/2023	15.50	0.00	12/04/2023 Office Supplies			No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
332063		15.50							
332063650001-04 01-441-4411 Office Expenses	9/15/2023	15.50	0.00	12/04/2023 Office Supplies				No	0
332063	650001-04 Total:	15.50							
333088639001-01 01-430-4411 Office Expenses	11/2/2023	22.26	0.00	12/04/2023 Office Supplies				No	0
333088	639001-01 Total:	22.26							
333088639001-02 01-445-4411 Office Expenses	11/2/2023	8.51	0.00	12/04/2023 Office Supplies				No	0
333088	639001-02 Total:	8.51							
333088639001-03 60-445-4411 Office Expenses	11/2/2023	8.52	0.00	12/04/2023 Office Supplies				No	0
333088	- 639001-03 Total:	8.52							
333088639001-04 01-441-4411 Office Expenses	11/2/2023	8.52	0.00	12/04/2023 Office Supplies				No	0
333088	- 639001-04 Total:	8.52							
334859248001 01-430-4411 Office Expenses	11/3/2023	13.99	0.00	12/04/2023 Office Supplies				No	0
334859	248001 Total:	13.99							
337038658001 01-441-4411 Office Expenses	11/10/2023	26.55	0.00	12/04/2023 Office Supplies				No	0
337038	658001 Total:	26.55							
337792991001 01-430-4411 Office Expenses	10/24/2023	56.96	0.00	12/04/2023 Office Supplies				No	0
337792	991001 Total:	56.96							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
	Office Depot Total:	207.46						
Ottosen DiNolfo Hasenba 031590 1802 01-430-4260 Legal	alg & Castaldo, Ltd. 10/31/2023	1,385.95	0.00	12/04/2023 October 2023- Legal			No	0
	1802 Total:	1,385.95						
	Ottosen DiNolfo Hasenbal	1,385.95						
Paddock Publications, Inc 026910 268910 01-445-4506 Publishing	10/29/2023	69.00	0.00	12/04/2023 Public Hearing Notice			No	0
	268910 Total:	69.00						
269699 01-445-4506 Publishing	11/4/2023	94.30	0.00	12/04/2023 Bid Notice Streetlight- Orchard			No	0
	269699 Total:	94.30						
	Paddock Publications, Inc.	163.30						
Partners And Paws Veteri 468378	inary Services LLC							
127476 01-440-4460 Comfort D	11/10/2023 Dog Supplies	411.74	0.00	12/04/2023 Annual Vaccines- Zelda			No	0
	127476 Total:	411.74						
	Partners And Paws Veterin	411.74						
Peerless Network, Inc								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference			
468245 37643 01-440-4652 Phones and Connectivity	11/15/2023 y	320.97	0.00	12/04/2023 PRI Village/ PD			No	0
37643 Tota	- 1:	320.97						
Peerless Ne	etwork, Inc Tota	320.97						
RAY O'HERRON Co., INC 044220 2273046 01-440-4160 Uniform Allowance	5/23/2023	70.99	0.00	12/04/2023 Uniforms- Ivanyi			No	0
2273046 To	otal:	70.99						
2275167 01-440-4160 Uniform Allowance	6/5/2023	113.90	0.00	12/04/2023 Honor Guard- Joswick			No	0
2275167 To	otal:	113.90						
2306064 01-440-4160 Uniform Allowance	11/9/2023	40.50	0.00	12/04/2023 CSO - Ambrose			No	0
2306064 To	otal:	40.50						
2306493 01-440-4160 Uniform Allowance	11/10/2023	703.00	0.00	12/04/2023 CSO Body Armor- Ambrose			No	0
2306493 To	otal:	703.00						
2306849 01-440-4160 Uniform Allowance	11/13/2023	60.00	0.00	12/04/2023 CSU- Ambrose			No	0
2306849 To	otal:	60.00						
RAY O'HE	RRON Co., INC	988.39						
Signarama 029780								

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference			
INV-20144 01-490-4759 Communit	11/24/2023 ty Events	447.70	0.00	12/04/2023 Reusable Banners- Making Spirits Bright			No	0
	INV-20144 Total:	447.70						
	Signarama Total:	447.70						
Skyline Tree Service & L 467665 15046 01-445-4532 Tree Servi	11/20/2023	29,475.00	0.00	12/04/2023 Chesterfield Tree Trimming			No	0
	15046 Total:	29,475.00						
	Skyline Tree Service & Lan	29,475.00						
Sonia Holliday 468515 11172023 60-320-3340 Water Col	11/17/2023 lections	23.26	0.00	12/04/2023 Water Credit Refund			No	0
	11172023 Total:	23.26						
11172023-02 18-320-3350 Sewer Col	11/17/2023 Ilection	2.01	0.00	12/04/2023 Sewer Maintenace Credit Refund			No	0
	11172023-02 Total:	2.01						
	Sonia Holliday Total:	25.27						
Springbrook Software LI 467920 INV-015103 60-445-4510 Equipmen	11/7/2023	126.00	0.00	12/04/2023 IVR Payments- October 2023			No	0
	INV-015103 Total:	126.00						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
	Springbrook Software LLC	126.00						
State Police Services Fur 019170 11202023 01-440-4380 Training	nd 11/20/2023	5,691.55	0.00	12/04/2023 ISP 640 Hour Basic Training- Blake			No	0
	11202023 Total:	5,691.55						
	State Police Services Fund	5,691.55						
Teska Associates, Inc. 024820 13685 01-441-4280 Consulting	10/30/2023 g Fees	236.20	0.00	12/04/2023 TIF Consultant			No	0
	13685 Total:	236.20						
	Teska Associates, Inc. Tota	236.20						
The Fields on Caton Fara 468516 3031 01-445-4532 Tree Servi	11/17/2023	34,250.00	0.00	12/04/2023 100 Parkway Trees			No	0
	3031 Total:	34,250.00						
	The Fields on Caton Farm,	34,250.00						
Tim Kearney 468510 11162023 01-490-4759 Communi	11/16/2023 ity Events	750.00	0.00	12/04/2023 Santa- Making Spirits Bright Event 12/2/23			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference			
		750.00						
	Tim Kearney Total:	750.00						
WBK Engineering, LLC 467655								
24950 01-441-4255 Engineering	10/28/2023 g	625.00	0.00	12/04/2023 Site Review & Inspection			No	0
	24950 Total:	625.00						
24952 01-441-4255 Engineering	10/28/2023	824.41	0.00	12/04/2023 Development Team Meeting			No	0
	24952 Total:	824.41						
24953 90-000-E279 ESI Constr	10/28/2023 ructors - Aurora Pack	1,559.06	0.00	12/04/2023 Site Inspection			No	0
	24953 Total:	1,559.06						
24954 90-000-E110 NW Corner	10/28/2023 r Randall & Oak(Lot 6)	1,260.87	0.00	12/04/2023 Site Inspection			No	0
	24954 Total:	1,260.87						
24955 90-000-E128 Woodman's	10/28/2023 s - Warehouse Addition	619.55	0.00	12/04/2023 Site Inspection			No	0
	24955 Total:	619.55						
24956 90-000-E274 Randall Ter	10/28/2023 rrace LLC - Next Gen	1,052.99	0.00	12/04/2023 Site Inspection			No	0
	24956 Total:	1,052.99						
24957 90-000-E263 Gerald Ger	10/28/2023 nesis Remodel	664.55	0.00	12/04/2023 Site Inspection			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
24957 Total:		664.55						
24959	10/28/2023	6,963.24	0.00	12/04/2023			No	0
90-000-E288 NA Fire Department				Site Review & Inspection				
24959 Total:		6,963.24						
24960	10/28/2023	22,338.27	0.00	12/04/2023			No	0
90-000-E273 Phelan Development - Par	rk 88			Site Review & Inspection				
24960 Total:	·	22,338.27						
24961	10/28/2023	3,382.52	0.00	12/04/2023			No	0
90-000-E284 Building C - Opus				Site Review & Inspection				
24961 Total:	·	3,382.52						
24962	10/28/2023	666.55	0.00	12/04/2023			No	0
90-000-E287 721 Airport Rd Dock				Site Review & Inspection				
24962 Total:	•	666.55						
24963	10/28/2023	2,811.10	0.00	12/04/2023			No	0
90-000-E232 DR Horton - FV Golf Cou	ırse			Site Inspection				
24963 Total:	•	2,811.10						
24964	10/28/2023	3,488.60	0.00	12/04/2023			No	0
90-000-E264 McCue - Mooselakes				Site Review & Inspection				
24964 Total:	•	3,488.60						
24965	10/28/2023	1,010.00	0.00	12/04/2023			No	0
01-441-4276 Inspection Services				Site Review - Mirador #88				
24965 Total:	•	1,010.00						
24966	10/28/2023	1,125.00	0.00	12/04/2023			No	0
90-000-E286 River Front RAM Truck F	Facility			Site Plan Review				
24966 Total:	•	1,125.00						

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type PO	# Close PO	Line#
Account Number				Description	Reference		
24967 90-000-E290 161 S Lin	10/28/2023 colnway Site Work	450.00	0.00	12/04/2023 Site Plan Review		No	0
	24967 Total:	450.00					
24968 90-000-E142 Fortunato	10/28/2023 Restaurant	76.25	0.00	12/04/2023 Plan Review		No	0
	24968 Total:	76.25					
24969 90-000-E144 Vequity -	10/28/2023 Orchard Commons	985.31	0.00	12/04/2023 Site Review & Inspection		No	0
	24969 Total:	985.31					
24970 90-000-E268 Fox Metro	10/28/2023 to Pump Station (151 N)	1,428.78	0.00	12/04/2023 Site Review & Inspection		No	0
	24970 Total:	1,428.78					
24971 90-000-E270 Seasons a	10/28/2023 t North Aurora	3,094.06	0.00	12/04/2023 Site Inspection		No	0
	24971 Total:	3,094.06					
	WBK Engineering, LLC To	54,426.11					
Weblinx Incorporated 031420 33268 01-430-4512 Website M	11/3/2023 Maintenance	200.00	0.00	12/04/2023 Website Maintenance- Nov 2023		No	0
	33268 Total:	200.00					
	Weblinx Incorporated Tota	200.00					
Williams Associates Arcl 024930	hitects, Ltd.						
0022005	9/28/2023	2,243.12	0.00	12/04/2023		No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
21-452-4501 Contractua	al Services			PW Design Develop	oment				
	0022005 Total:	2,243.12							
	Williams Associates Archit	2,243.12							
Zukowski, Rogers, Flood 468435 165205 01-430-4260 Legal	I & McArdle 11/14/2023	877.50	0.00	12/04/2023 October 2023- Lega	1			No	0
	165205 Total:	877.50							
	Zukowski, Rogers, Flood &	877.50							
	Report Total:	260,309.07							

4-Dec-23 Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMC	UNT
	Metro West Business Partner				
Mark Gaffino	Dinner	Expense	11/17/2023	\$ 7	7 5.00
	Metro West Business Partner				
Jessi Watkins	Dinner	Expense	11/17/2023	\$ 7	7 5.00
	Metro West Business Partner				
Todd Niedezwiedz	Dinner	Expense	11/17/2023	\$ 7	7 5.00
	Metro West Business Partner				
Jason Christiansen	Dinner	Expense	11/17/2023	\$ 7	75.00

TOTAL \$ 300.00

Metro West Council of Government 40W270 Lafox Rd Ste A

Campton Hills, IL 60175 US SRussell.mwcog@gmail.com

Invoice



Village of North Aurora
Attn: Accounts Payable
25 East State Street
Illinois

North Aurora, IL 60542

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5222	11/01/2023	\$375.00	12/01/2023	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Business Partner Recognition Dinner	2024 Business Partner Recognition Dinner Mark Gaffino Steve Bosco Todd Niedzwiedz Jason Christiansen Jessi Watkins	5	75.00	375.00

Thank you from Metro West!!! BALANCE DUE \$375.00

DATE 11-17-23 AMOUNT 75:00

DESCRIPTION MARGINA (2000) ACCOUNT # 01-430.4340

SIGNATURE

VONA APPROVED

DATE 11-17-23 AMOUNT 300.00

DESCRIPTION METALE 1600 dimension of the contract of the contract

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ORCHARD ACRES LOTS 1, 3, & 4 SUBSTANTIAL COMPLETION

AGENDA: DECEMBER 4, 2023 REGULAR VILLAGE BOARD MEETING

ITEM

A Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for Orchard Acres Lot 1, Lot 3, and Lot 4

DISCUSSION

The three buildings on the west side of Orchard Road developed by Vequity are now Substantially complete. These include the building with Verilife, the Taco Bell, and the Starbucks. There have been several PUD amendments dating back to 2007 with the most recent approvals in 2021 (ORD 21-08-16-03). The developer is requesting the reduction of the development security from \$233,193.06 to \$38,865.51 as determined by the Village Engineer. This will begin the one-year maintenance period.

RESOLUTION No.	

RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD AND REDUCTION OF THE SURETY FOR PUBLIC IMPROVEMENTS FOR ORCHARD ACRES LOT 1, LOT 3, AND LOT 4

WHEREAS, Vequity Construction (the "Developer") has substantially completed the public improvements associated with the Commercial Buildings located at Orchard Acres Lot 1 (Verilife), Lot 3 (Taco Bell), and Lot 4 (Starbucks) (the "Public Improvements"); and

WHEREAS, the Developer has requested that the Village acknowledge substantial completion of the Public Improvements, authorize a reduction of the associated surety to the one-year maintenance amount, and trigger the beginning of the one-year maintenance period; and

WHEREAS, WBK Engineering, LLC, the Village engineers overseeing the Development (the "Village Engineer"), confirms the substantial completion of the public improvements, has created a one-year maintenance punchlist and recommends initiation of the one-year maintenance period.

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

- 1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
 - 2. The Village hereby acknowledges substantial completion of the Public Improvements.
- 3. The surety for the Public Improvements is hereby authorized to be reduced from \$233,193.06 to \$38,865.51 as determined by the Village Engineer.
- 4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punchlist items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
- 5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

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

Jason Christi	ansen	Laura Curtis
Mark Guethl	e	Michael Lowery
	vio da	Caralyn Bird Salazar
Todd Niedzy Approved and signe Aurora, Kane County, Illing	d by me as Presiden	t of the Board of Trustees of the Village of N
Approved and signe	d by me as President of _	Carolyn Bird Salazar t of the Board of Trustees of the Village of N, 2023, A.D.

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: BUILDING CODE UPDATE

AGENDA: DECEMBER 4, 2023, VILLAGE BOARD

DISCUSSION

International Code Council (ICC) codes are released every three years. It is good practice to update the Village adopted codes every 6 to 9 years to stay current with these cycles. Staff began working on a code update this summer. At the same time, the state passed a law requiring minimum standards for building codes. Beginning in 2025, this law requires the Village to be on the current cycle or the previous 9 years. Staff is proposing to adopt the codes listed below:

- 15.06 Adoption of the 2021 International Building Code (IBC)
- 15.08 Adoption of the 2021 International Residential Code (IRC)
- 15.10 Adoption of the 2021 International Existing Building Code (IEBC)
- 15.12 Adoption of the 2020 National Electrical Code (NEC)
- 15.14 Adoption of the 2021 International Mechanical Code
- 15.16 Adoption of the Illinois Plumbing Code (2014 as adopted by the State)
- 15.18 Adoption of the International Energy Code (2018 soon to be 2021, as adopted by the State)
- 15.20 Adoption of the 2021 International Fuel Gas Code
- 15.22 Adoption of the 2021 International Property Maintenance Code
- 15.24 Adoption of the 2021 International Swimming Pool & Spa Code
- 15.26 Adoption of the Illinois Accessibility Code (2018 as adopted by the State)
- 15.28 Adoption of the 2021 International Fire Code
- 15.30 Adoption of the National Fire Codes NFPA Codes 10-1194

Attached please find a draft of the ordinance and all the amendments. The Board reviewed the proposed changes at the November 6 and November 20 Committee of the Whole Meetings. The codes will take effect on January 1, 2024.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

ORDINANCE AMENDING TITLE 15 OF THE NORTH AURORA CODE TO ADOPT NEW BUILDING CODES

Adopted by the

Board	d of Trustees ar	nd President
of th	e Village of No	rth Aurora
this	day of	, 2023
Puh	olished in Pamp	shlet Form
•	v	of Trustees of the
Village of No	rth Aurora, Ka	ne County, Illinois,
this	day of	, 2023
_		
Signed		
·		

VILLAGE OF NORTH AURORA

ORDINANCE NO.

ORDINANCE AMENDING TITLE 15 OF THE NORTH AURORA CODE TO ADOPT NEW BUILDING CODES

WHEREAS, the Village of North Aurora has heretofore adopted Building Codes which are codified in Title 15, Chapter 15.04 through 15.38 of the Code of North Aurora, Illinois; and,

WHEREAS, it is necessary and desirable to periodically amend the above-referenced sections in response to changes in technology, development practices, and community standards and to improve administration and enforcement procedures; and

WHEREAS, the Community Development Department has reviewed the most recent updates of the various model building codes currently enforced in the Village and recommends the adoption of new building codes with local amendments as set forth herein; and,

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

SECTION 1: The recitals set forth above are adopted and incorporated herein as the material findings of the President and Board of Trustees.

SECTION 2: Title 15, Chapter 15.04 through Chapter 15.38 of the Code of North Aurora, Illinois is hereby amended to read as provided in Exhibit A attached hereto and made a part hereof by this reference.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph,

VILLAGE OF NORTH AURORA

sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: This Ordinance shall take full force and effect on January 1, 2024 and after its passage, approval, publication and such other acts as required by law. Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this day of , 2023 A.D. Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this day of , 2023, A.D. Jason Christiansen Laura Curtis Mark Guethle Michael Lowery Carolyn Bird Salazar Todd Niedzwiedz Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of ______, 2023, A.D. Mark Gaffino, Village President ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA

Exhibit A – Text of Title 15, Chapter 15.04 through 15.38

Chapter 15.04 DEFINITIONS

15.04.01 For the purposes of this Title, the following terms shall have the following meanings:

Wherever the word "MUNICIPALITY" is used in the International Building Codes, it shall be held to mean the Village of North Aurora.

Wherever the term "<u>CORPORATION COUNSEL</u>" is used in said Code, it shall be held to mean the Village Attorney for the Village of North Aurora.

<u>"BUILDING/CODE OFFICIAL"</u> wherever referenced throughout this title shall be held to be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

"I.C.C." Wherever referenced throughout this title shall be held to mean the International Code Council.

<u>"FIRE CODE OFFICIAL"</u> wherever referenced throughout this title or the adopted codes referring to the Fire code, this shall be held to mean the Fire Chief of the North Aurora Fire Protection District or their designee.

Chapter 15.06 ADOPTION OF THE 2021 INTERNATIONAL BUILDING CODE

15.06.010 Adoption. There is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of the buildings and structures, including permits and penalties, a building code known as the "International Building Code, 2021 Edition" with all subsequent amendments, and all its referenced standards. The code is adopted and incorporated as fully as if set out at length herein. Effective January 1, 2024, the provisions thereof shall be controlling in the construction of all commercial and industrial buildings and other structures therein contained within the corporate limits of the Village. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.06.020 Additions, Amendments, and Deletions. The sections of the International Building Code, 2021 Edition listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 101.4.3 Plumbing is amended to read: The provisions of Illinois Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems,

including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system.

Section 103.1 is amended to read: Enforcement Agency. The community development department shall be the agency in charge of the implementation, administration, and enforcement of the provisions of this code. The *building official* shall be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

Section 104.10.1 Flood hazard areas is amended to read: Buildings in flood hazard areas shall follow the requirements of Title 15, chapter 15.64 of the Village of North Aurora Code of Ordinances.

Section 105.2 Work exempt from permit is amended to delete Building numbers 1, 2, 4, 5, 6, 12 and 13.

Section 105.7 Placement of permit is amended to read: The building permit job card shall be kept on the site of the work and be visible from the street until such time as a certificate of occupancy has been issued.

Section 105.8 Construction Hours adds a new section to read: Construction may commence between the hours of 6:00 a.m. until 9:00 p.m. for Monday through Saturday and from 8:00 a.m. until 6:00 p.m. on Sunday.

Section 109.2 Schedule of permit fees is amended to read: Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 109.4 Work commencing before permit issuance is amended to read: any person who commences any work before obtaining the necessary permits shall be subject to an additional fee in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 110.3.1.2 Approval of a foundation survey adds a new section to read: a foundation survey indicating the top of foundation elevations and foundation distances to the lot lines must be submitted and approved prior to the commencement of framing onto a foundation.

Section 111.2 Certificate issued is amended to delete items 7, 10 and 11.

Section 111.3 Temporary Occupancy is amended to read: The *building official* is authorized to issues a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be

occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid. Temporary certificates of occupancy are subject to additional rules a set forth in chapter 15.52 of Village of North Aurora Code of Ordinances.

Section 113 Board of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.06.030 of Village of North Aurora Code of Ordinances.

Section 114.4 Violation penalties is amended to read: Any person, firm, corporation or entity who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building official, or of a permit or certificate issued under the provisions of this Code, shall be subjected to fines in accordance with Section 15.06.050 of Village of North Aurora Code of Ordinances.

Section 115.4 Unlawful continuance is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.06.050 of Village of North Aurora Code of Ordinances.

Chapter 2

Section 202 Definitions is amended by adding the following definition:

Bedroom: A conditioned room used for sleeping with four (4) dry walled walls, a door, and a closet, that shall be not less than seven (7) feet in any horizontal dimension, not less than seventy (70) square feet, a ceiling height of not less than seven (7) feet measured from the finished floor, electrical as required for bedrooms in the 2020 National Electrical Code, an emergency escape and rescue opening as required in the 2021 International Residential Code, section R310.2., and mechanical ventilation as required in the 2021 International Residential Code, Chapter 16.

High Rise Building: A building with an occupied floor located four (4) stories or greater above the lowest level of fire department vehicle access.

Chapter 6

Section 603.1.2 Piping is amended to delete "International Plumbing Code" and replace in lieu thereof the "Illinois Plumbing Code".

Chapter 9

Section 903.2 is deleted, and the following text added. Approved automatic sprinkler systems in new buildings and structures shall be provided, regardless of square footage, in all Use Groups described in this Code. Automatic sprinkler systems must be installed in accordance with applicable NFPA standards, manufacturer's recommendations, UL listings, and good fire safety practices. Automatic sprinkler systems must be maintained in full operational conditions at all times. Automatic sprinkler systems shall be provided in all new residential Use Groups including town homes, and multi-family dwellings.

Exceptions:

One and two-family residences, real estate sales and construction trailers utilized during the development of property when approved by the code official, agricultural storage buildings less than 8,000 square feet.

Sections 903.2.1 through 903.2.12 are herby deleted in its entirety.

Section 903.3.7.1 adds a new section to read: Fire department connections shall be a 4" Storz.

Section 903.4.3 Floor Control Valves is deleted, and the following text added: In multistory buildings, approved floor control valves with water flow switches shall be provided for each floor. In large multi-tenant buildings, approved control valves with water flow switches shall be provided for each tenant.

Section 905.13 adds a new section to read: Any building having multiple risers shall have a diagram(s) next to the riser area showing the building and what sections are protected by which risers.

Section 905.14 adds a new section to read: If all areas cannot be reached with 150 feet of attach hose from the required standpipes, additional standpipes shall be added so this provision can be met.

Section 907.1.3 Equipment is amended to read: Systems and components shall be *listed* and *approved* for the purpose for which they are installed. New fire alarm control panels shall be addressable unless otherwise approved by the Code Official. The equipment shall be capable of having the audio signal silence without resetting the fire alarm control panel. All fire alarm control panels shall have an approved method of placing the system in trouble mode at the location of the alarm panel.

Section 907.1.3.1 adds a new section to read: Annunciator panels shall be provided where more than one zone is provided. The panel shall be visible from the building exterior or other approved location.

Section 907.1.3.2 adds a new section to read: Each tenant space shall be separately zoned. When tenant spaces are protected by one common sprinkler system, smoke detectors will be installed to provide for zoning.

Section 907.1.3.3 adds a new section to read: Multiple tenant spaces with a common alarm panel will have a white strobe over the unit's front door to show activation in a particular unit.

Section 907.1.3.4 adds a new section to read: A red strobe will be required over the door to show the alarm panel location.

Section 907.1.3.5 adds a new section to read: The fire department shall have access at any time of the day or night to the fire alarm control panel without entering an individual living (dwelling) unit.

Section 907.2 Where required – new buildings and structure is deleted, and the following text added: An approved manual, automatic, manual and automatic fire alarm system shall be provided in new or existing buildings and structures in accordance with Sections 907.2.1 through 907.2.23. Fire alarm systems shall be maintained in full operating condition at all times. Where automatic sprinkler protection is installed in accordance with section 903.3.1.1 or 903.3.1.2 and connected to the building fire alarm system, automatic heat detection required by this section shall not be required. An approved automatic fire detection system shall be installed in accordance with the provisions of this Code and NFPA 72. Devices, combinations of devices, appliances and equipment shall comply with Section 907.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as a boiler room where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector.

Exception: One and two-family residences unless specified elsewhere in this Code.

Section 907.2.11 Single and multiple station smoke alarms is amended to read: *Listed* single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and NFPA 72 and per the current State of Illinois Smoke Detector Act.

Section 907.5.2.3.2 to change "6 to 25" in the number of sleeping units chart to "1 to 25."

Chapter 11

1101.2 Design is amended to read: Buildings and facilities shall be designed and constructed to be accessible in accordance with this code, ICC Al17.l and the Illinois Accessibility Code. The most restrictive requirements shall govern.

Chapter 15

Section 1507.1.2 Ice Barrier is amended to delete the exception in its entirety.

Chapter 16

Section 1612 Flood Loads is deleted, and the following text added: Buildings in flood hazard areas shall follow the requirements of Title 15, section 15.64 of the Village of North Aurora Code of Ordinances.

Chapter 17

Section 1704.2.3 State of special inspections is amended by deleting the exceptions.

Section 1705.17 Exterior insulation and finish systems (EIFS) is amended by deleting exceptions 1 and 2 in their entirety.

Chapter 18

Section 1809.12 Timber footings are deleted in its entirety.

Sections 1810.3.2.4 Timber and Section 1810.3.2.4.1 Preservative Treatment is deleted in their entirety.

Chapter 19

Section 1909 Adds a new section to read: Cold Weather Concrete.

1909.1 Definition. Cold weather defined by the American Concrete Institute (ACI) 306 as: a period of more than three consecutive days where all of the following occur:

The average daily temperature is less than forty (40) degrees Fahrenheit.

The air temperature is not greater than fifty (50) degrees Fahrenheit for more than one-half of any 24 hour period.

The average daily air temperature is the average of the highest and lowest temperatures occurring during the period from midnight to midnight.

1909.2 When cold weather concrete is in effect; footings, trenches, foundations, and piers shall be poured only on frost-free soil. The architect and/or engineer of record shall provide to the building official a cold weather concrete outline meeting ACI 306 requirements for review. Concrete must be protected for not less than forty-eight (48) hours with insulating blankets.

1909.3 Flatwork: After the first frost, the Building Official shall determine whether flatwork can continue. No flatwork will be allowed outside of buildings or garages from November 15th to April 1st without the approval of the Building Official. Flatwork is allowed in a building or garage, as long as the inside temperature is maintained at not less than fifty (50) degrees Fahrenheit for not less than 48 hours. The use of heaters that expel gases into the area above a concrete floor shall be vented to the outside to avoid carbonation, which may cause dusting to the concrete surface.

Chapter 29

Section 2902.3 Required public toilet facilities is amended to read: Customers, patrons and visitors shall be provided with public toilet facilities in structures and tenant spaces intended for public utilization. The number of plumbing fixtures located within the required toilet facilities shall be provided in accordance with the Illinois Plumbing Code. Employees shall be provided with toilet facilities in all occupancies. Employee toilet facilities shall either be separate or combined employee and public toilet facilities.

Section 2902.3.1 Access is amended to add at the end of the third sentence "and the State of Illinois Accessibility Code".

Section 2902.3.2 Location of toilet facilities in occupancies other than covered mall buildings is amended to delete the exception in its entirety. All other plumbing sections in chapter 29 are deleted in their entirety. All other plumbing requirements shall be referenced in the Illinois plumbing Code as adopted and amended by the Village of North Aurora.

Chapter 30

Section 3002.4 Elevator car to accommodate ambulance stretcher is deleted, and the following text added: Elevator service shall be provided in all buildings and structures two stories or greater in height, measured from the lowest level of fire department vehicle access.

Exception: One and two-family residences. 2 story apartments, townhomes, condos where there are no internal passageways or common hallways and all residences are accessible through exterior stairways, unless covered elsewhere in this Code.

Section 3002.4.1 Elevator car requirements adds a new section to read: Elevator cars are to accommodate the ambulance stretcher. In the buildings two stories in height or more, at least one elevator shall be of such a size and arrangement to accommodate a 24-inch by 84-inch ambulance stretcher in the horizontal, open position and shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall not be less than 3 inches high and shall be placed inside on both sides of the hoist doorframe. The inside handrail shall be set at the maximum thirty-six (36) inch height allowed under ADA standards to better accommodate the stretcher. The cab size is to be minimum a 5'x7' platform and minimum 2500 lb. capacity with a 42" side slide door.

Chapter 33

Section 3305.1 Facilities required is amended to delete the language "International Plumbing Code" and insert in accordance with the "Illinois Plumbing Code."

15.06.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.06.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.06.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.08 ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL CODE

15.08.010 Adoption. There is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of the buildings and structures, including permits and penalties, a building code known as the "International Residential Code, 2021 Edition" with all subsequent amendments, and all its referenced standards. The code is adopted and incorporated as fully as if set out at length herein. Effective January 1, 2024, the provisions thereof shall be controlling in the construction of all one- and two-family dwellings and other structures therein contained within the corporate limits of the Village. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.08.020 Additions, Amendments, and Deletions. The sections of the International Residential Code, 2021 Edition listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 103.1 is amended to read: Enforcement Agency. The community development department shall be the agency in charge of the implementation, administration, and enforcement of the provisions of this code. The *building official* shall be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

Section 105.2 Work exempt from permit is amended to delete Building numbers 1, 2, 3, 4, 5, and 10.

Section 105.7 Placement of permit is amended to read: The building permit job card shall be kept on the site of the work and be visible from the street until such time as a certificate of occupancy has been issued.

Section 105.010 Construction Hours adds a new section to read: Construction may commence between the hours of 6:00 a.m. until 9:00 p.m. for Monday through Saturday and from 8:00 a.m. until 6:00 p.m. on Sunday.

Section 106.1 Submittal documents is amended to read: Submittal documents consisting of *construction documents*, and other data shall be submitted in two or more sets, or in digital format where allowed by the *building official*, with each application for a *permit*. Construction documents shall be signed and stamped by an Illinois registered design professional for all new one- and two-family dwellings, townhouses, and all additions or alterations that require additional or changes to structural design.

Section 106.1.4 Information for construction in flood hazard areas is amended to read: Buildings in flood hazard areas shall follow the requirements of Title 15, chapter 15.64 of the Village of North Aurora Code of Ordinances.

Section 106.2 Site plan is amended by deleting the first sentence and substitute to read as follows: "The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of the proposed new construction/improvements, and existing structures on the site, distances from lot lines, the established street grades, the proposed finished grades, top of foundation, elevations at the property corners and any additional spot elevations required to indicate drainage patterns; and it shall be drawn in accordance with an accurate boundary survey by a registered Illinois Professional Land Surveyor."

Section 106.2.1 Foundation Survey adds a new section. Upon installation of the foundation, the permit holder shall submit a foundation survey indicating the top of foundation elevations and foundation distances to the lot lines drawn in accordance with an accurate boundary line survey by a registered Illinois Professional Land Surveyor. Foundation Survey must be submitted and approved prior to the commencement of framing onto a foundation.

Section 106.4.1 As-Built Drawings adds a new section. As-built drawings shall be submitted upon completion of any new construction project showing the exact location of all public improvements, utility lines, top of foundation elevations and foundation distances to the lot lines, and final grading information drawn in accordance with an accurate boundary line survey by a registered Illinois Professional Land Surveyor. As-Built Drawings must include any major changes to the floor plan and major deviations or changes made as field changes or an approved design change from the original approved construction drawings.

Section 108.2 Schedule of permit fees is amended to read: Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 108.6 Work commencing before permit issuance is amended to read: any person who commences any work before obtaining the necessary permits shall be subject to an additional fee in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 109.1.3 Floodplain inspections is amended to delete in its entirety.

Section 109.5 Construction Site Maintenance adds a new section. All construction sites and roads used to gain access to the construction site shall be maintained in a clean, safe, and sanitary manner. The site and access roads shall be free of mud, construction debris

and be accessible to emergency vehicles twenty-four (24) hours seven (7) days a week. Failure to comply shall result in a stop work order posted on the property by the Building Official.

Section 109.5.1 Responsibility adds a new section. It shall be the responsibility of the general contractor to maintain the construction site and all access roads in accordance with section 109.5.

Section 110.1 Use and change of occupancy is amended to delete exception 2.

Section 110.3 Certificate issued is amended to delete items 7 and 8.

Section 110.4 Temporary Occupancy is amended to read: The *building official* is authorized to issues a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid. Temporary certificates of occupancy are subject to additional rules a set forth in chapter 15.52 of Village of North Aurora Code of Ordinances.

Section 112 Board of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.08.030 of Village of North Aurora Code of Ordinances.

Section 113.4 Violation penalties is amended to read: Any person, firm, corporation or entity who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building official, or of a permit or certificate issued under the provisions of this Code, shall be subjected to fines in accordance with Section 15.08.050 of Village of North Aurora Code of Ordinances.

Section 114.4 Failure to comply is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.08.050 of Village of North Aurora Code of Ordinances.

Chapter 2

Section 202 Definitions is amended by adding the following definition:

Bedroom: A conditioned room used for sleeping with four (4) dry walled walls, a door, and a closet, that shall be not less than seven (7) feet in any horizontal dimension, not less

than seventy (70) square feet, a ceiling height of not less than seven (7) feet measured from the finished floor, electrical as required for bedrooms in the 2020 National Electrical Code, an emergency escape and rescue opening as required in the 2021 International Residential Code, section R310.2., and mechanical ventilation as required in the 2021 International Residential Code, Chapter 16.

Chapter 3

Table 301.2 is amended to read:

Ground Snow Load	Wind Speed	Seismic Design Category	Weathering	Frost Line Depth	Termite	Ice Barrier Underlayment Required	Flood Hazard	Air Freezing Index	Mean Annual Temp
30	107	В	Severe	42"	Moderate to Heavy	Yes	See local Ord. 15.64	2000	50

Section 309.5 Fire sprinklers is amended to read: Private garages for townhouses shall be protected by fire sprinklers where the garage wall has been designed based on table R302.1(2), private garages for one- and two-family dwellings shall not be required to be protected by fire sprinklers, Note a. Where required by this section, sprinklers in garages shall be connected to an automatic sprinkler system that complies with Section P2904. Garage sprinklers shall be residential sprinklers or quick response sprinklers, designed to provide a density of 0.05 gpm/ft². Garage doors shall not be considered obstructions with respect to sprinkler placement.

Section 313.2 is amended to read: One- and two- family dwellings automatic sprinkler systems. An automatic sprinkler system shall not be required in one- and two-family dwellings.

Chapter 4

Section 401.1 Application is amended to read: The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In additions to the provisions of this chapter, the design and construction of foundations in flood hazard areas shall follow the requirements of Title 15, section 15.64 of the Village of North Aurora Code of Ordinances. Wood foundations are prohibited.

Sections 402.1 Wood foundations through 402.1.2 Wood treatment are deleted in their entirety.

Chapter 20

Section M2004.1 General is amended to delete in its entirety and substitute in lieu thereof the following: "Water heaters used to supply both potable hot water and hot water for space heating shall be installed in accordance with Chapter 24, the manufacturer's installation instructions, the 2021 International Fuel Gas Code, and the Illinois Plumbing Code."

Section M2005.1 General shall be amended to delete the first and second sentence in their entirety and by substituting in lieu thereof the following: "Water heaters shall be installed in accordance with Chapter 24, the manufacturer's installation instructions, the 2021 International Fuel Gas Code and the Illinois Plumbing Code".

Section M2005.3 Electric water heaters are amended to read: "Electric water heaters shall also be installed in accordance with the applicable provisions of the 2020 National Electrical Code."

Chapter 25 through 33

Chapters 25 through 33 are amended by deleting in their entirety and by substituting in lieu thereof the following: "See the Illinois Plumbing Code as adopted and amended by the Village of North Aurora."

Chapter 34 through 43

Chapters 34 through 43 are amended by deleting in their entirety and by substituting in lieu thereof the following: "See the 2020 National Electrical Code as adopted and amended by the Village of North Aurora."

15.08.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.08.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.08.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In

addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.10 ADOPTION OF THE 2021 INTERNATIONAL EXISTING BUILDING CODE

15.10.010 Adoption. There is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of the existing buildings and structures, including permits and penalties, an existing building code known as the "2021 International Existing Building Code" with all subsequent amendments, and all its referenced standards. The code is adopted and incorporated as fully as if set out at length herein. Effective January 1, 2024, the provisions thereof shall be controlling in the construction buildings and other structures therein contained within the corporate limits of the Village. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.10.020 Additions, Amendments, and Deletions. The sections of the 2021 International Existing Building Code listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 103.1 is amended to read: Enforcement Agency. The community development department shall be the agency in charge of the implementation, administration, and enforcement of the provisions of this code. The *building official* shall be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

Section 105.2 Work exempt from permit is amended to delete Building number 1.

Section 105.7 Placement of permit is amended to read: The building permit job card shall be kept on the site of the work and be visible from the street until such time as a certificate of occupancy has been issued.

Section 105.08 Construction Hours adds a new section to read: Construction may commence between the hours of 6:00 a.m. until 9:00 p.m. for Monday through Saturday and from 8:00 a.m. until 6:00 p.m. on Sunday.

Section 108.2 Schedule of permit fees is amended to read: Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 104.4 Work commencing before permit issuance is amended to read: any person who commences any work before obtaining the necessary permits shall be subject to an additional fee in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 109.3.10 Flood hazard documentation is amended to delete in its entirety.

Section 110.2 Certificate issued is amended to delete items 7 and 8.

Section 110.3 Temporary Occupancy is amended to read: The *building official* is authorized to issues a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid. Temporary certificates of occupancy are subject to additional rules a set forth in chapter 15.52 of Village of North Aurora Code of Ordinances.

Section 112 Means of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.10.030 of Village of North Aurora Code of Ordinances.

Section 113.4 Violation penalties is amended to read: Any person, firm, corporation or entity who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building official, or of a permit or certificate issued under the provisions of this Code, shall be subjected to fines in accordance with Section 15.10.050 of Village of North Aurora Code of Ordinances.

Section 114.4 Failure to comply is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.10.050 of Village of North Aurora Code of Ordinances.

15.10.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any

referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.10.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.10.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.12 ADOPTION OF THE 2020 NATIONAL ELECTRICAL CODE

15.12.010 Adoption. Effective January 1, 2024, there is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings and structures, an electric code known as the 2020 National Electric Code (NFPA 70), with all subsequent amendments. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.12.020 Additions, Amendments, and Deletions. The sections of the 2020 National Electric Code listed below are hereby revised as follows:

Article 230.2(F) Minimum Service adds a new section. All panel board installations for new One- and Two-Family dwellings shall be a minimum of 200-ampere rated. The main service disconnecting means (circuit breaker or fused switch) shall be 200-ampere rated.

Article 230.43 Wiring Methods for 1000 Volts, Nominal, or Less is hereby amended to delete methods (1) through (20) and replace as follows: Service entrance conductors are to be installed in rigid metal conduit, intermediate metal conduit, or PVC. PVC allowed for underground use only and must comply with article 352.10(G).

Article 230.70(A)(1) Readily Accessible Location is amended to read: The service disconnecting means shall be installed in a readily accessible location at the utility meter or at a point not more than five feet from the utility meter.

Article 230.85 Emergency Disconnects is amended to replace "readily accessible outdoor location" with "readily accessible location at the utility meter or at a point not more than five feet from the utility meter."

Article 326 - Integrated Gas Spacer Cable: Type IGS is amended to delete in its entirety.

Article 334 - Nonmetallic-Sheathed Cable: Types NM and NMC is amended to delete in its entirety.

Article 338 - Service-Entrance Cable: Types SE and USE is amended to delete in its entirety.

Article 362 - Electrical Nonmetallic Tubing: Type ENT is amended to delete in its entirety.

Article 382 - Nonmetallic Extensions is amended to delete in its entirety.

Article 394 - Concealed Knob-and-Tube Wiring is amended to delete in its entirety.

Article 396 - Messenger Supported Wiring is amended to delete in its entirety.

Article 398 - Open Wiring on Insulators is amended to delete in its entirety. Article 604.10 Manufactured Wiring Systems is amended to Delete exceptions and replace with the following text: manufactured wiring shall not be allowed in any concealed location as defined in Article 100 or outdoor locations.

Article 604.100(3) Flexible Cord is amended to delete in its entirety.

Article 605.6 Lighting Accessories is amended to add the following subsection after (C): (D) Task Lighting. Task lighting for office furnishing shall be individually fused.

15.12.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.12.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.12.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.14 ADOPTION OF THE 2021 INTERNATIONAL MECHANICAL CODE

15.14.010 Adoption. Effective January 1, 2024, there is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings and structures, a mechanical code known as the 2021 International Mechanical Code, with all subsequent amendments. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.14.020 Additions, Amendments, and Deletions. The sections of the 2021 International Mechanical Code listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 103.1 is amended to read: Enforcement Agency. The community development department shall be the agency in charge of the implementation, administration, and enforcement of the provisions of this code. The *building official* shall be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

Section 109.2 Schedule of permit fees is amended to read: Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 109.4 Work commencing before permit issuance is amended to read: any person who commences any work before obtaining the necessary permits shall be subject to an

additional fee in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 113.4 Failure to comply is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.14.050 of Village of North Aurora Code of Ordinances.

Section 114 Means of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.14.030 of Village of North Aurora Code of Ordinances.

Section 115.4 Violation penalties is amended to read: Any person, firm, corporation or entity who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building official, or of a permit or certificate issued under the provisions of this Code, shall be subjected to fines in accordance with Section 15.14.050 of Village of North Aurora Code of Ordinances.

Chapter 2:

Section 201.3 Terms defined in other codes is amended to delete "International Plumbing Code" and insert in lieu thereof "Illinois Plumbing Code".

Chapter 3:

Section 301.11 Plumbing connections are amended to delete "International Plumbing Code" and insert in lieu thereof "Illinois Plumbing Code".

Section 306.3 Appliances in attics is amended to delete the exceptions in its entirety.

Section 306.4 Appliances under floors is amended to delete the exceptions in its entirety.

15.14.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.14.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.14.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.16 ADOPTION OF THE ILLINOIS PLUMBING CODE

15.16.010 Adoption. There is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings and structures, a plumbing code known as the Illinois Plumbing Code, with all subsequent amendments, as codified at 77 Ill. Adm. Code 890 et. seq., as the same is amended from time to time by the State of Illinois. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.16.020 Additions, Amendments, and Deletions. None.

15.16.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.16.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.16.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation

shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.18 ADOPTION OF THE INTERNATIONAL ENERGY CODE

15.18.010 Adoption. There is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for public safety as it pertains to establishing rules and regulations for energy conservation for all buildings and structures, an energy conservation code known as the International Energy Code as adopted in the Illinois Energy Conservation Code as codified at 71 Ill. Adm. Code 600 et. seq., as the same is amended from time to time by the State of Illinois. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.18.020 Additions, Amendments, and Deletions. The sections of the International Energy Code listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 104.2 Schedule of permit fees is amended to read: Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 109.4 Failure to comply is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.18.050 of Village of North Aurora Code of Ordinances.

Section 110 Means of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.18.030 of Village of North Aurora Code of Ordinances.

15.18.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the

administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.18.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.18.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.20 ADOPTION OF THE 2021 INTERNATIONAL FUEL GAS CODE

15.20.010 Adoption. Effective January 1, 2024, there is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings and structures, a Fuel Gas code known as the 2021 International Fuel Gas Code, with all subsequent amendments. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.20.020 Additions, Amendments, and Deletions. The sections of the 2021 International Fuel Gas Code listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 103.1 is amended to read: Enforcement Agency. The community development department shall be the agency in charge of the implementation, administration, and enforcement of the provisions of this code. The *building official* shall be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

Section 109.2 Schedule of permit fees is amended to read: Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 109.4 Work commencing before permit issuance is amended to read: any person who commences any work before obtaining the necessary permits shall be subject to an additional fee in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 113 Means of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.20.030 of Village of North Aurora Code of Ordinances.

Section 114 Board of Appeals is deleted in its entirety.

Section 115.4 Violation penalties is amended to read: Any person, firm, corporation or entity who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building official, or of a permit or certificate issued under the provisions of this Code, shall be subjected to fines in accordance with Section 15.20.050 of Village of North Aurora Code of Ordinances.

Section 116.4 Failure to comply is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.20.050 of Village of North Aurora Code of Ordinances.

Chapter 2

Section 201.3 Terms defined in other codes is amended to delete "International Plumbing Code" and substituting in lieu thereof "Illinois Plumbing Code".

Chapter 3

Section 301.6 Plumbing connections are amended to delete "International Plumbing Code" and insert in lieu thereof "Illinois Plumbing Code".

Section 306.3 Appliances in attics is amended to delete in its entirety.

Section 306.4 Appliances under floors is amended to delete in its entirety.

Chapter 8

Referenced Standards is amended to delete "International Plumbing code" and substituting in lieu thereof "Illinois Plumbing Code".

15.20.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.20.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.20.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.22 ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

15.22.010 Adoption. Effective January 1, 2024, there is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for the maintenance of building, site, properties, structures and premises, including permits and penalties, a property maintenance code known as the 2021 International Property Maintenance Code, with all subsequent amendments. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.22.020 Additions, Amendments, and Deletions. The sections of the 2021 International Property Maintenance Code listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 102.3 Application of other codes is amended to read: Repairs, additions or alterations to a *structure*, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, the International Energy Code as adopted in the Illinois Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, Illinois Plumbing Code, and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Village of North Aurora Zoning Code adopted as Title 17 of the Village of North Aurora Code of Ordinances.

Section 103 is deleted, and the following text added: Enforcement Agency. The community development department shall be the agency in charge of the implementation, administration, and enforcement of the provisions of this code. The *code official* shall be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

Section 104 is deleted, and the following text added: Fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 107 Means of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.22.030 of Village of North Aurora Code of Ordinances.

Section 108 Board of Appeals is deleted in its entirety.

Section 109.4 Violation penalties is amended to read: Any person, firm, corporation or entity who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building official, or of a permit or certificate issued under the provisions of this Code, shall be subjected to fines in accordance with Section 15.22.050 of Village of North Aurora Code of Ordinances.

Section 110.4 Failure to comply is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.22.050 of Village of North Aurora Code of Ordinances.

Section 113.5 adds a new section to read as follows: Grading. Within 15 days of any construction, building or premises that are demolished in accordance with the provisions

of this code, the owner shall remove all debris from the demolition site and restore the site to its original grade.

Chapter 2:

Section 201.3 Terms defined in other codes is amended to read: Where terms are not defined in this code and are defined in the 2021 International Building Code, 2021 International Residential Code, 2021 International Fire Code, Illinois Plumbing Code, 2020 National Electrical Code, 2021 International Mechanical Code, 2021 International Fuel Gas Code, 2021 International Swimming Pool and Spa Code, 2021 International Energy Conservation Code and Title 17 of the Village of North Aurora code of ordinances, such terms shall have the meanings ascribed to them as stated in those codes.

Section 202 Definitions is amended by adding the following definitions:

Bedroom: A conditioned room used for sleeping with four (4) dry walled walls, a door, and a closet, that shall be not less than seven (7) feet in any horizontal dimension, not less than seventy (70) square feet, a ceiling height of not less than seven (7) feet measured from the finished floor, electrical as required for bedrooms in the 2020 National Electrical Code, an emergency escape and rescue opening as required in the 2021 International Residential Code, section R310.2., and mechanical ventilation as required in the 2021 International Residential Code, Chapter 16.

Noxious Weeds: Noxious weeds means any plant now or hereafter listed by the State of Illinois as a noxious weed pursuant to the Illinois Noxious Weed Act, 505 ILCS 100/1 et seq., any plant now or hereafter listed as an exotic weed by the Illinois Exotic Weed Act, 525 ILCS 10/1 et seq., dandelions, poison ivy (Toxicendron Radicans), Poison Oak (Toxicendron Querico—folium) and Poison Sumac (Toxicendron Vemix).

Chapter 3

Section 302.3 Sidewalks and driveways is amended to read: Sidewalks, walkways, stairs, driveways, parking spaces, parking drive aisles, access roads and other similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

Section 302.3.1 adds a new section to read: All parking lot striping, signage, traffic control devices, lights, drainage structures, utility structures, and other similar items shall be kept in a proper state of repair and be fully legible and operational at all times.

Section 302.4 Weeds is amended by replacing the first sentence as follows: All premises and exterior property including right-of-way areas shall be maintained free from weeds or plant growth in excess of eight (8) inches.

Section 304.14 shall be amended to include the following dates: "from April 1st to November 1st."

Chapter 5

All references to the International Plumbing Code shall be replaced with the Illinois Plumbing Code.

Chapter 6

Section 602.2 Residential Occupancies is amended to read: Dwellings shall be provided with heating facilities capable of maintaining a room temperature of sixty-eight (68) Fahrenheit in all habitable rooms, bathrooms, and toilet rooms when the temperature is above negative four Fahrenheit (-4) degrees outside. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Section 602.3 Heat Supply is amended by adding the following dates "from October 1st to May 31st".

Exceptions 1 and 2 are deleted in its entirety.

Section 602.4 shall be amended by adding the following dates: "from October 1st to May 31st".

Chapter 8

Referenced Standards is amended to delete all references to the "ICC Electric Code" and substitute in lieu thereof the following: "The 2020 National Electrical Code as adopted and amended by the Village".

Delete all references to the "International Plumbing Code" and substitute in lieu thereof the following: "Illinois Plumbing Code as adopted and amended by the Village."

Delete all references to the "International Zoning Code" and substitute in lieu thereof the following: "North Aurora Zoning Ordinance as adopted and amended by the Village of North Aurora."

Appendix B Board of Appeals is amended to delete in its entirety.

15.22.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any

referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.22.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.22.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.24 ADOPTION OF THE 2021 INTERNATIONAL SWIMMING POOL & SPA CODE

15.24.010 Adoption. Effective January 1, 2024, there is adopted by the Village for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of swimming pools and Spas, including permits and penalties, a swimming pool and spa code known as the 2021 International Swimming Pool and Spa Code including the ICC-7. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.24.020 Additions, Amendments, and Deletions. The sections of the 2021 International Swimming Pool and Spa Code listed below are hereby revised as follows:

Chapter 1:

Section 101.1 Title is amended to insert "The Village of North Aurora."

Section 103 is deleted, and the following text added: Enforcement Agency. The community development department shall be the agency in charge of the implementation, administration, and enforcement of the provisions of this code. The *code official* shall be the Director of Community Development, or their designee as determined by chapter 2.28 of the Village of North Aurora Code of Ordinances.

Section 108.2 Schedule of permit fees is amended to read: Where a permit is required, a fee for each permit shall be paid as required, in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 108.4 Work commencing before permit issuance is amended to read: any person who commences any work before obtaining the necessary permits shall be subject to an additional fee in accordance with Title 15 of the Village of North Aurora Code of Ordinances.

Section 111 Means of Appeals is deleted, and the following text added. Appeals shall be available as provided in Section 15.24.030 of Village of North Aurora Code of Ordinances.

Section 112 Board of Appeals is deleted in its entirety.

Section 113.4 Violation penalties is amended to read: Any person, firm, corporation or entity who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the Building official, or of a permit or certificate issued under the provisions of this Code, shall be subjected to fines in accordance with Section 15.24.050 of Village of North Aurora Code of Ordinances.

Section 114.4 Failure to comply is amended to read: Any person, firm, corporation or entity who shall continue any work in or about any building or structure after having been served with a stop work order, except such work as they may be directed to perform in order to remove a violation or unsafe condition, shall be subject to fines in accordance with Section 15.24.050 of Village of North Aurora Code of Ordinances.

Chapter 2:

Section 201.3 Terms defined in other codes is amended to read: Where terms are not defined in this code and are defined in the 2021 International Building Code, 2021 International Residential Code, 2021 International Fire Code, Illinois Plumbing Code, 2020 National Electrical Code, 2021 International Mechanical Code, 2021 International Fuel Gas Code, 2021 International Swimming Pool and Spa Code, 2018 International Energy Conservation Code and Title 17 of the Village of North Aurora code of ordinances, such terms shall have the meanings ascribed to them as stated in those codes.

Chapter 3

Section 302.5 Backflow protection is amended to replace International Plumbing Code with Illinois Plumbing Code.

Section 302.6 Wastewater discharge is amended to replace International Plumbing Code with Illinois Plumbing Code.

Section 304 Flood hazard areas is amended to read: Buildings in flood hazard areas shall follow the requirements of Title 15, chapter 15.64 of the Village of North Aurora Code of Ordinances.

Section 305.1 General is amended to read: The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. All new in ground pools must have a barrier fence in accordance with the provisions of this section, regardless of the existence of a powered safety cover.

Section 305.2.4 Mesh Fence as a Barrier shall be deleted in its entirety.

Section 307.1.4 Accessibility is amended to read: An Accessible route to public pools and spas shall be provided in accordance with the Illinois Accessibility Code.

Chapter 11

Referenced Standards is amended by deleting "International Plumbing Code" and by substituting in lieu thereof the following: "Illinois Plumbing Code as adopted by the Village."

15.24.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.24.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.24.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to file suit to compel the demolition, repair, or enclosure of work, buildings, or structures in violation of this Chapter, to obtain an injunction requiring compliance with this Chapter or to obtain the recovery of costs incurred by the Village in causing

compliance with this Chapter, all as provided for by 65 ILCS 5/11-31-1 et. Seq. of the Illinois Municipal Code.

Chapter 15.26 ADOPTION OF THE ILLINOIS ACCESSIBILITY CODE

15.26.010 Adoption. There is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for accessibility to all buildings, premises, site and appurtenances, an accessibility code known as the Illinois Accessibility Code as codified at 71 Ill. Adm. Code 400 et. seq., as the same is amended from time to time by the State of Illinois. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.26.020 Additions, Amendments, and Deletions. None

15.26.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken or any administrative decision made by any village personnel charged with the administration, enforcement or application of any of the provisions of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter shall be taken to and heard by the Village Administrative Hearing Officer pursuant to Section 2.72 of the Village of North Aurora Code of Ordinances.

15.26.040 Violations. Notwithstanding any provisions in the code adopted herein, each day a violation occurs or continues shall be deemed a separate violation.

15.26.050 Penalties. Any person, firm, corporation, or entity who violates any provision of this Chapter shall, in addition to any other fines, penalties, fees or remedies set forth elsewhere in this Code or in applicable law, be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1000.00) for each violation. Each day on which a violation shall continue to exist shall be deemed to constitute a separate offense under this Chapter. In addition, the Village shall have the right to refer any violations to the Attorney General for enforcement under section 6 of the Environmental Barriers Act [410 ILCS 25].

Chapter 15.28 ADOPTION OF THE 2021 INTERNATIONAL FIRE CODE

15.28.010 Adoption. Effective January 1, 2024, there is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for fire protection to all buildings, premises, site and appurtenances, a fire code known as the 2021 International Fire Code with all subsequent amendments. The code is adopted and incorporated as fully as if set out at length

herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.28.020 Additions, Amendments, and Deletions. The Additions, Amendments, and Deletions made to this Code by the North Aurora Fire Protection District are hereby adopted by reference. Such Additions, Amendments, and Deletions shall be applicable to all permits issued within the municipal boundaries of the Village of North Aurora. Enforcement and inspections shall be conducted in conformance with the provisions of the Intergovernmental Agreement between the Village of North Aurora and the North Aurora Fire Protection District.

15.28.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action taken, or any administrative decision made shall be to the North Aurora Fire Protection District Board of Trustees.

15.28.040 Violations. Notwithstanding any provisions in the code adopted herein, violations shall be set forth by the North Aurora Fire Protection District Board of Trustees, as amended from time to time.

15.28.050 Penalties. Notwithstanding any provisions in the code adopted herein, Penalties shall be set forth by the North Aurora Fire Protection District Board of Trustees, as amended from time to time.

Chapter 15.30 ADOPTION OF NATIONAL FIRE CODES NFPA CODES 10-1194

15.30.010 Adoption. Effective January 1, 2024, there is hereby adopted by the Village of North Aurora for the purpose of establishing rules and regulations for fire protection to all buildings, premises, site and appurtenances, a fire code known as the "National Fire Codes" NFPA Codes 10-1194 with all subsequent amendments. The code is adopted and incorporated as fully as if set out at length herein. One (1) copy of said code shall be kept available in the village clerk's office for public use, inspection, and examination.

15.30.020 Additions, Amendments, and Deletions. The Additions, Amendments, and Deletions made to this Code by the North Aurora Fire Protection District are hereby adopted by reference. Such Additions, Amendments, and Deletions shall be applicable to all permits issued within the municipal boundaries of the Village of North Aurora. Enforcement and inspections shall be conducted in conformance with the provisions of the Intergovernmental Agreement between the Village of North Aurora and the North Aurora Fire Protection District.

15.30.030 Appeals. Notwithstanding any contrary provision of this Chapter or of any referenced code or standard adopted by reference by any section of this Chapter, any appeal of any action

taken, or any administrative decision made shall be to the North Aurora Fire Protection District Board of Trustees.

15.30.040 Violations. Notwithstanding any provisions in the code adopted herein, violations shall be set forth by the North Aurora Fire Protection District Board of Trustees, as amended from time to time.

15.30.050 Penalties. Notwithstanding any provisions in the code adopted herein, Penalties shall be set forth by the North Aurora Fire Protection District Board of Trustees, as amended from time to time.

Chapter 15.32 RESERVED

Chapter 15.34 RESERVED

Chapter 15.36 RESERVED

Chapter 15.38 RESERVED

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: ZONING CODE TEXT AMENDMENTS

AGENDA: DECEMBER 4, 2023, VILLAGE BOARD AGENDA

ITEM

Amending Title 17 of the North Aurora Code of Ordinances Regarding Administrative Procedures, Nonconformities, and Other Corrections and Clarifications

BACKGROUND

The Village of North Aurora maintains a Zoning Ordinance, which is found in Title 17 of the Code Ordinances (North Aurora's Municipal Code). Staff reviews the Village's Zoning Ordinance on an ongoing basis to ensure it is consistent with how the Village enforces the Ordinance and is up to date with the best practices for planning and zoning. The Community Development Department has identified certain sections in multiple chapters of the Village's Zoning Ordinance, where text amendments are recommended for the best interests of the Village. The proposed text amendment sections are summarized below and relate to administrative procedures, nonconformities, and other corrections and clarifications.

The proposed text amendment sections in Title 17 (Zoning) include:

- Chapter 3.4 updating Notice of Public Hearing signage content requirements.
- Chapter 4.5 removing redundant language regarding the Village's Temporary Certificate of Occupancy process.
- Chapter 7.3 removing provisions for average setback line for lots in residential subdivisions
- Chapter 12.1 moving nonconforming minimum lot size and lot width provisions to Chapter 15.5 nonconformities lots of record section and removing redundant language regarding obstruction of watercourse channels in the Village.
- Chapter 15.5 amending nonconformities lots of record section with updated minimum lot size and lot width provisions.
- Chapter 16.2 adding interpretation language for the word "should" and adding rounding definitions for fractions and decimals.

The Planning Commission held a Public Hearing on the proposed changes at their 11-7-23 meeting. They recommended approval of the proposed changes. The Village Board reviewed the proposed changes at their 11-20-23 Committee of the Whole meeting.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance	No.
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AN ORDINANCE AMENDING TITLE 17 OF THE NORTH AURORA CODE OF ORDINANCES REGARDING ADMINISTRATIVE PROCEDURES, NONCONFORMITIES, AND OTHER CORRECTIONS AND CLARIFICATIONS

Adopted by the Board of Trustees and President

	ne Village of Non	
by authori Village of No	·	of Trustees of the ne County, Illinois,
_		
Signed		

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 17 OF THE NORTH AURORA CODE OF ORDINANCES REGARDING ADMINISTRATIVE PROCEDURES, NONCONFORMITIES, AND OTHER CORRECTIONS AND CLARIFICATIONS

(Petition #23-05; Text Amendments to the Zoning Ordinance)

WHEREAS, the Village of North Aurora maintains a Zoning Ordinance which is found in Title 17 of the Code of Ordinances North Aurora, Illinois; and,

WHEREAS, the Community Development Director has identified and recommends text amendments to the Zoning Ordinance as set forth herein; and,

WHEREAS, a public hearing to consider text amendments to the Zoning Ordinance has been conducted by the Village of North Aurora Plan Commission on November 7, 2023 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the text amendments described herein; and,

WHEREAS, the President and Board of Trustees adopt the findings and recommendations of the Plan Commission as reasonable, consistent with the general goals and purposes of the Zoning Code and determine they are in the best interests of the Village.

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

<u>SECTION 1:</u> The recitals set forth above are adopted and incorporated herein as the material findings of the President and Board of Trustees.

<u>SECTION 2:</u> Title 17, Chapter 3, Section 3.4, Figure 3-1: Posted Sign Notice Content, of the Code of North Aurora, Illinois is hereby amended to read as follows:

NOTICE OF PUBLIC HEARING

Location of Hearing:

Date and Time of Hearing:

Subject Property Address:

Description of Requests:

Petition Number:

For further information contact the Village of North Aurora Community Development Department at (630) 897-1457 or at 25 E. Main Street, North Aurora, IL 60542 or at www.northaurora.org

<u>SECTION 3:</u> Title 17, Chapter 4, Section 4.5D, of the Code of North Aurora, Illinois is hereby amended to read as follows:

- D. Temporary Certificate of Occupancy.
 - 1. Where a portion of a building may be safely occupied while pending completion of the remainder of the building, the Community Development Director may issue a temporary occupancy permit to allow the premises to be occupied for the proposed use. Such permit shall become final only upon full compliance with this Ordinance and the Village Code, and approval by the Community Development Director. The temporary certificates of occupancy process is addressed under Chapter 15.52.070: Temporary Occupancy, of the North Aurora Municipal Code.
 - 2. Off-street parking and loading facilities required by this chapter shall be completed prior to the issuance of a temporary certificate of occupancy for the use they serve. If weather conditions do not permit such completion, the Community Development Director may issue a temporary occupancy permit. The off-street parking and loading facilities shall be completed prior to the issuance of the final occupancy permit.

<u>SECTION 4:</u> Title 17, Chapter 7, Section 7.3, of the Code of North Aurora, Illinois is hereby amended for the title paragraph to read as follows, with the text of the table to remain unchanged:

Table 7-2: Residential District Yard and Bulk Regulations establishes yard and bulk regulations for the residential districts.

<u>SECTION 5:</u> Title 17, Chapter 12, Section 12.1H, of the Code of North Aurora, Illinois is hereby amended to read as follows:

H. Obstruction of Watercourse Channels. To prevent encroachment upon, or constriction of, river or creek channels, and thereby avoid obstruction to the natural conveyance of water flow in such rivers, creeks, and other natural watercourses, there shall not be placed, erected, or located within the banks of such watercourses any building or structure, pier or marina, or retaining or revetment wall, except as permitted in Title 15, Chapter 15.64 of the Village of North Aurora Code of Ordinances.

<u>SECTION 6:</u> Title 17, Chapter 12, Section 12.1I, of the Code of North Aurora, Illinois is hereby amended to delete in its entirety.

<u>SECTION 7:</u> Title 17, Chapter 15, Section 15.5 – Nonconforming lots of record, of the Code of North Aurora, Illinois is hereby amended to read as follows:

15.5 – Nonconforming lots of record.

This section regulates lots of record, existing on the effective date of this Ordinance, which do not conform to the lot area or lot width requirements of the district in which they are located. No nonconforming lot of record may be improved except in compliance with this section.

A. Minimum Lot Size and Lot Width.

- 1. Every building hereafter erected on a lot or parcel of land created subsequent to the effective date of this ordinance shall provide a zoning lot in accordance with the lot size and lot width requirements of the district within which it is located.
- 2. In any residence district, on a lot of record on the effective date of this ordinance, a single-family dwelling may be established regardless of the size or width of the lot, provided all other requirements of this ordinance are complied with provided it was a legal lot at the time of platting.
- 3. No division, transfer or conveyance of a parcel shall be made which leaves the remaining lot(s) with lot width or lot area below the requirements of this Ordinance.
- 4. No building permit shall be issued for the use of any lot, or portion of a lot, transferred or conveyed in violation of this section.

B. Lots of Record Held in Common Ownership. Minimum Lot Size and Lot Width. If on the effective date of this Ordinance, in situations where there are two or more lots of record with continuous frontage in single ownership, and one or more of the lots having contiguous frontage does not meet the requirements for lot width or lot area as established by this Ordinance, the land so involved shall be considered to be a single undivided parcel for the purposes of this Ordinance. No portion of said parcel shall be used, transferred or conveyed which does not meet the lot width and lot area requirements established by this Ordinance.

<u>SECTION 8:</u> Title 17, Chapter 16, Section 16.2 - Interpretation, of the Code of North Aurora, Illinois is hereby amended to read as follows:

16.2 - Interpretation.

The language set forth in the text of this Ordinance shall be interpreted in accordance with the following rules of construction:

- A. The singular number includes the plural, and the plural the singular.
- B. The present tense includes the past and future tenses, and the future tense includes the present.
- C. The word "shall" is mandatory, the word "may" is permissive, the word "should" is suggestive.
- D. Both of the terms "shall not" and "may not" are prohibiting.
- E. The masculine gender includes the feminine and neuter.
- F. Whenever a defined word or term appears in the text of this Ordinance, its meaning shall be construed as set forth in the definition. Words not defined shall be interpreted in accordance with definitions found in Merriam-Webster's Dictionary.
- G. Minimum Requirements: When a regulation is expressed in terms of a minimum requirement, any fractional result of 0.5 or more must be rounded up to the next consecutive whole number.
- H. Maximum Limits: When a regulation is expressed in terms of maximum limits, any fractional result will be rounded down to the next lower whole number.
- I. All Other Fractions or Decimals: When measurements of a number results in a fractional number, any fractional result of 0.5 or more must be rounded up to the next consecutive whole number. Any fractional result of less than 0.5 may be rounded down to the previous consecutive whole number.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

<u>SECTION 10:</u> This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

this	Presented to t		Tillage of North Aurora, Kane County, Illinois
d	Passed by the ay of		ge of North Aurora, Kane County, Illinois this
Ja	ason Christiansen		Laura Curtis
M	Iark Guethle		Michael Lowery
Te	odd Niedzwiedz		Carolyn Bird Salazar
		by me as President of the Boaday of, 202	ard of Trustees of the Village of North Aurora, 23, A.D.
A	TTEST:		Mark Gaffino, Village President
_ Je	essi Watkins, Villag	e Clerk	

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: 840 ICE CREAM DRIVE SPECIAL SERVICE AREA #46

AGENDA: DECEMBER 4, 2023 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance Proposing the Establishment of Special Service Area No. 46 (840 Ice Cream Drive Development) In the Village of North Aurora.

DISCUSSION

The building on the north side of Ice Cream Drive developed by Transwestern (950 Ice Cream Drive) was approved in 2021 (ORD 21-08-16-04). The building is now substantially complete. As part of the approval, the developer was required to establish a method for the long-term maintenance of the stormwater detention area. Additionally, a back up Special Service Area (SSA) was to be established in case the private property owners fail to maintain the pond and the Village has to do the work. This ordinance proposing the establishment of the SSA starts the process for setting up the back up SSA. A Public Hearing will be scheduled for the next Board meeting, 12-18-23, on the establishment of the SSA.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No.	

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 46 (840 ICE CREAM DRIVE DEVELOPMENT) IN THE VILLAGE OF NORTH AURORA

	Adopted by t	the
Board	l of Trustees an	d President
of th	e Village of Nor	th Aurora
this	day of	, 2023

	lished in Pamp v of the Board	hlet Form of Trustees of the
•	·	ne County, Illinois
this		• '
by		•

Signed _____

ORDINANCE NO.

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 46 (840 ICE CREAM DRIVE DEVELOPMENT) IN THE VILLAGE OF NORTH AURORA

WHEREAS, a planned development was approved by the Village Board on August 16, 2021, by Ordinance No. 21-08-16-4 (the "PUD") for property legally described in the document attached hereto and referenced herein as Exhibit "A" and identified by PIN numbers 15-05-401-004, 15-05-401-007, 15-05-401-008, and 15-05-401-009 (the "Property"), and that property has been developed as an I-2 General Industrial Planned Development (the "Development") in the Village of North Aurora (the "Village"); and

WHEREAS, a Detention Pond and Stormwater Drainage Easement Agreement dated August 31, 2021, and recorded September 9, 2021, as document No. 2021K068693 (the "Agreement) has been approved and recorded in lieu of an owners' association that is binding on future owners in the Development as required by the PUD; and

WHEREAS, the PUD and Agreement identify certain special improvements including stormwater detention and retention basins, stormwater sewer lines directly serving such basins, and surface drainage facilities (the "Common Facilities") as more specifically described hereinbelow that remain under private ownership, that serve the Development, but which tie into the area and regional stormwater drainage system; and

WHEREAS, the Agreement provides for the maintenance of the Common Facilities and shared expense of that maintenance; and

WHEREAS, the PUD requires the establishment of a Special Service Area as a backup source of funding for purposes of maintenance, repair and replacement of the Common Facilities as provided in the PUD; and

WHEREAS, this ordinance is being proposed to create Special Service Area No. 46 (840 Ice Cream Drive Development) ("SSA #46") providing for the imposition and levy a tax from the properties within SSA #46 to be levied as needed, but only as a backup source of funding for the special services defined herein; and

WHEREAS, the services to be provided are special and unique to the Development and are in addition to services generally provided throughout the Village, including the maintenance, repair, restoration and replacement of the stormwater detention and retention basins, stormwater sewer lines directly serving such basins, and surface drainage facilities, including dredging, shoreline restoration, and plantings in keeping with the local and state laws, codes and regulations, and any administrative and related costs associated therewith; and

WHEREAS, the owners of the Property in the Development shall be primarily responsible for the maintenance, repair, restoration, and replacement of the Common Facilities, and the SSA #46 is only intended as a backup source of funding for the services that are the owners' primary obligations; and

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

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of North Aurora as follows:

- 1. The corporate authorities find as a fact the recitals set forth above.
- 2. That a Special Service Area is hereby proposed for the 840 Ice Cream Drive Development as a backup source of funding for the mowing of grass, fertilization and weed control; cleaning, maintenance, repair, restoration and replacement of the stormwater detention and retention basins, stormwater sewer lines directly serving such basins, and surface drainage facilities, including such stormwater detention elements on Lot 3, including Parcel 4 thereof, including repair, flushing, replacement and ongoing maintenance of the Common Facilities including reimbursement of interest at the rate of eight percent (8%) per annum from the date of expenditure until the date of collection by the Village of the SSA funding and a ten percent (10%) administrative fee "collectively the "Special Services").
- 3. That the time and place for a hearing on the proposed SSA #46 for the 840 Ice Cream Drive Development has been fixed within sixty (60) days after the adoption of this Ordinance as required by law for December 18, 2023.
- 4. That the Special Service Area tax being proposing will be imposed at a rate or amounts sufficient to produce revenues required to provide funding for the Special Services, but in no event shall it be more than fifty cents (\$0.50) per one hundred dollars (\$100.00) of assessed valuation, as equalized, of the taxable property, excluding all taxable personal property, per year for property located in the SSA.
- 5. That special service area taxes shall be levied to fund the Special Services as needed in the determination of the Village if the Common Facilities are not maintained as required by state and local laws, regulations, and codes in keeping with sound engineering practices.
- 6. This Ordinance shall be in full force and effect from and after its passage and approval by the President and passage of time as provided by law.

	Presented to the 2, 2023, A	Board of Trustees of the Village of North Au D.	rora, Kane County, Illinois this	day of
	Passed by the Bo	ard of Trustees of the Village of North Aurora	a, Kane County, Illinois this	
	_ day of	, 2023, A.D.		
49558/1				

Jason Christensen		Laura Curtis	
Mark Guethle		Michael Lowery	
Todd Niedzwiedz		Carolyn Salazar	
Approved and signed be County, Illinois this	•		the Village of North Aurora, Kane
ATTEST:		Village President Mark Gaffin	0
Village Clerk Jesse Watkins			

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EXHIBIT A

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 46 IN THE VILLAGE OF NORTH AURORA (840 ICE CREAM DRIVE DEVELOPMENT

PARCEL 1:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET TO THE POINT OF BEGINNING AT THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 175.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 2717.85 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 30 FEET EASTERLY OF AND PARALLEL (OR CONCENTRIC) WITH THE CENTERLINE OF COUNTY ROAD 14 (RANDALL ROAD); THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR AN ARC DISTANCE OF 96.08 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.58 FEET FOR AN ARC DISTANCE OF 262.50 TO THE NORTHWEST CORNER OF OBERWEIS DAIRY SUBDIVISION AS RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238 IN KANE COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 1549.44 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST. ALONG THE NORTHERLY EXTENSION OF THE MOST EASTERLY LINE OF SAID SUBDIVISION, 161.72 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 420 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SERVICE MASTER SUBDIVISION (AS MEASURED ALONG SAID EASTERLY LINE AND SAID EASTERLY LINE EXTENDED NORTHERLY); THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, PARALLEL WITH SAID NORTHERLY LINE, 412.24 FEET TO THE WEST LINE OF UNIT TWO, NORTH AURORA INDUSTRIAL PARK AS RECORDED JULY 28, 1975 AS DOCUMENT 1334883; THENCE NORTH 00 DEGREES 23 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE,

180.07 FEET TO THE NORTHERLY LINE OF SAID UNIT TWO; THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, ALONG SAID NORTHERLY LINE, 665.55 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG SAID EAST LINE, 549.89 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, IN KANE COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET TO THE POINT OF BEGINNING AT THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 175.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 2717.46 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 30 FEET EASTERLY OF AND PARALLEL (OR CONCENTRIC) WITH THE CENTERLINE OF COUNTY ROAD 14 (RANDALL ROAD); THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 49558/1

5699.65 FEET FOR AN ARC DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY: THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR AN ARC DISTANGE OF 62.55 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION AS RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238 IN KANE COUNTY, ILLINOIS, 1260.60 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 4 THEREOF: THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, 200.00 FEET TO THE NORTHEAST CORNER OF LOT 4 IN SAID OBERWEIS DAIRY SUBDIVISION; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION 305.54 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG THE NORTHERLY EXTENSION OF THE MOST EASTERLY LINE OF SAID SUBDIVISION, 161.30 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 420 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SERVICE MASTER SUBDIVISION (AS MEASURED ALONG SAID EASTERLY LINE AND SAID EASTERLY LINE EXTENDED NORTHERLY); THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, PARALLEL WITH SAID NORTHERLY LINE, 412.30 FEET TO THE WEST LINE OF UNIT TWO, NORTH AURORA INDUSTRIAL PARK AS RECORDED JULY 28, 1975 AS DOCUMENT 1334883; THENCE NORTH 00 DEGREES 23 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE, 180.02 FEET TO THE NORTHERLY LINE OF SAID UNIT TWO; THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, ALONG SAID NORTHERLY LINE, 666.0 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG SAID EAST LINE, 549.98 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT PROPERTY CONVEYED BY TRUSTEE'S DEED RECORDED FEBRUARY 15, 2018 AS DOCUMENT 2018K007531 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, 2717.16 FEET TO A POINT 0.30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD; THENCE SOUTHERLY CONCENTRIC WITH THE CENTERLINE OF RANDALL ROAD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, PARALLEL WITH SAID CENTERLINE 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 62.55 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION, 25.15 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, ALONG SAID PARALLEL LINE, 138.16 FEET; THENCE SOUTH 09 DEGREES 39 MINUTES 33 SECONDS EAST, 28.00 FEET; THENCE SOUTH 86 DEGREES 04 MINUTES 48 SECONDS WEST, 140.00 FEET; THENCE NORTHERLY, 36.00 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5784.65 FEET HAVING A CHORD BEARING OF NORTH 05 DEGREES 03 MINUTES 49 SECONDS WEST AND A CHORD DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2: LOTS 2 AND 3 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OFTHE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

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LOT 4 IN OBERWEIS DAIRY SUBDIVISION (EXCEPT THE EAST 241.00 FEET THEREOF), BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST OUARTER, 2717.46 FEET TO A POINT 30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD; THENCE SOUTHERLY, CONCENTRIC WITH THE CENTERLINE OF RANDALL ROAD, ALONG CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, PARALLEL WITH SAID CENTER LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FORA DISTANCE OF 62.55 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION 256.76 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 28 MINUTES 42 SECONDS EAST, 243.83 FEET; THENCE NORTH 82 DEGREES 14 MINUTES 58 SECONDS EAST, 74.57 FEET; THENCE NORTH 84 DEGREES 04 MINUTES 18 SECONDS EAST, 116.55 FEET; THENCE NORTH 85 DEGREES 12 MINUTES 02 SECONDS EAST, 131.89 FEET; THENCE NORTH 85 DEGREES 47 MINUTES 16 SECONDS EAST, 58.47 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 06 SECONDS EAST, 9.28 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 11 SECONDS EAST, 92.23 FEET TO SAID PARALLEL LINE; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 702.72 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS. CONTAINING 704,782 SQUARE FEET OR 16.1796 ACRES

49558/1



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Assistant Public Works Director / Village Engineer

Date: November 21, 2023

Re: Approval to Award Orchard Gateway Blvd. Breakaway Modification

Project

The Village obtained federal funding for the installation of a traffic signal and road widening at the intersection of Orchard Gateway and Hansen, along with resurfacing the road from Orchard Road to Randall Road through the Kane County Council of Mayors (KKCOM) and Chicago Metropolitan Planning Agency (CMAP) in 2020 with partial funding from the federal Surface Transportation Project (STP) in the amount of \$2,068,057.

Due to the federal funding, the Illinois Department of Transportation (IDOT) reviews all the design documents, plans, and existing project area. They require everything to comply with IDOT requirements and it was determined the existing streetlight foundations along a majority of Orchard Gateway Boulevard do not have breakaway devices which are required based on the locations of the streetlights. The breakaway devices allow the streetlight to detach from the concrete foundation when a vehicle collides with it, which is safer for occupants of the vehicles.

IDOT is requiring the streetlight foundations be modified to be breakaway to use the federal funding.

On November 21, 2023, one sealed bid was received for the Orchard Gateway Blvd. Breakaway Modification Project, as shown in the table below.

COMPANY	BID AMOUNT
Utility Dynamics Corporation	\$75,000.00

Utility Dynamics Corporation (Oswego, IL) was the low bidder in the amount of \$75,000.00. The project will be paid from the Motor Fuel Tax (MFT) Fund. This specific project was not budgeted but should be completed prior to the next budget year to not affect the federal funding. The fiscal year budget has \$54,500 budgeted in the MFT fund for Streetlight Repairs and the Salt purchase from the MFT fund will be at least \$85,000 under the budgeted amount. There are sufficient funds within the MFT Fund to cover this expenditure.

Village staff designed the improvement project and will be performing the construction inspection and administration of this project in house.

Utility Dynamics Corporation has successfully completed projects in the Village of North Aurora in the past. Village staff is recommending the award of the bid to Utility Dynamics Corporation in the amount of \$75,000.00.

SPECIFICATIONS AND CONTRACT DOCUMENTS

<u>ORCHARD GATEWAY BOULEVARD STREETLIGHT BREAKAWAY MODIFICATION PROJECT</u> <u>IDOT SECTION: 24-00000-02-GM</u>

Required For Use By: Public Works Department

VILLAGE OF NORTH AURORA

North Aurora, Illinois 60542

> CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE #19

** MUST BE EXECUTED AND NOTARIZED **

- > ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC
 - > ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD:

December 2023- March 2024

BID DEPOSIT:

5% of Bid Amount

(See Page 4, Item 7)

(Bank Cashier's Check or Bid Bond)

BOND REQUIRED:

Performance Bond (100% of Contract) (See page 4, Item 8) Payment Bond (100% of Contract) (See page 4, Item 8)

BID OPENING - DATE/TIME/LOCATION:

Tuesday, November 21, 2023

10:00 a.m.

VILLAGE HALL 25 East State Street

North Aurora, Illinois 60542

Issued by:

Public Works Department Village of North Aurora, Illinois 25 East State Street North Aurora, Illinois 60542 (630) 897-8228



Advertisement for Bids

The Village of North Aurora will receive sealed bids for the Orchard Gateway Boulevard Streetlight Breakaway Modification Project (IDOT Section #: 24-00000-02-GM). The bids will be received at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois 60542 until 10:00 a.m. local time on Tuesday, November 21, 2023. At this time and date, the bids will be publicly opened and read aloud. All bids must be addressed as follows:

SEALED BID

Contractor Name
Contractor Address
Contractor Phone Number
Re: Orchard Gateway Blvd. Streetlight Breakaway Modification Project
Designated Date of Bid Opening
Hour Designated for Bid Opening

Village of North Aurora
Attn: Brandon Tonarelli
Assistant Public Works Director & Village Engineer
25 East State Street
North Aurora, IL 60542

The bid packet can be downloaded, free of charge, at the Village's website http://northaurora.org/government/rfp-rfq-bidding.aspx or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Wednesday, November 1, 2023. IDOT Prequalification and Apprentice Training is required on this project.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of five percent (5%) of the total bid and made payable to the Village of North Aurora, 25 East State Street, North Aurora, Illinois, 60542. The Village of North Aurora reserves the right to reject any or all bids and to waive irregularities and informalities in the bids received.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout including the (820 ILCS 130/0.01) Illinois Prevailing Wage Act (III. Rev. Stat. Ch. 48, Sects 39s-1-12) and the (30 ILCS 570/) Illinois Preference Act (III. Rev. Stat. Ch. 48, Sects. 2201-2207) and an Apprenticeship Training Program certified by the USDOL.

I. GENERAL CONDITIONS

1. **DEFINITIONS**

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. BIDDER shall mean:

Utility Dynamics Corporation

23 Commerce Drive

Oswego, IL 60543

B. VILLAGE shall mean the Village of North Aurora, Kane County, Illinois, an Illinois Municipal Corporation.

2. PREPARATION AND SUBMISSION OF BID PROPOSAL

The Bidder must submit his/her proposal in duplicate on the forms furnished by the Village of North Aurora. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid. The following documents shall be executed at the time of submission of a bid:

- ➤ BID PROPOSAL PAGES #18
- ➤ CONTRACTOR'S CERTIFICATION BID PROPOSAL PAGE #19
 - CONTRACTOR BID AGREEMENT PAGE #21
- ➤ APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION PAGE #22

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES CARRYING THE FOLLOWING INFORMATION ON THE FACE:

CONTRACTOR NAME, ADDRESS, PHONE NUMBER, SUBJECT MATTER OF BID, DESIGNATED DATE OF BID OPENING AND HOUR DESIGNATED FOR BID OPENING.

3. ADDENDA

All addenda require signature and are to be included in the sealed bid. The Village will make every effort to make all bidders aware of addenda as they are issued, however, it is the responsibility of the bidder to check the web site for addenda, sign, print, and include them in the sealed bid. Addenda will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

4. QUESTIONS

All questions must be submitted in writing 72 hours in advance of the bid opening by contacting Brandon Tonarelli <u>btonarelli@northaurora.org</u> via email with the subject line "Orchard Gateway Boulevard Streetlight Breakaway Modification Bid".

A questions and answers sheet will be issued as needed up to 48 hours in advance of the bid opening and will be available on the Village's website.

5. WITHDRAWAL OF BID PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids.

However, no bid shall be withdrawn or cancelled for a period of ninety (90) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

6. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

- > Cash bid proposals meet Village Specifications and are submitted separately.
- > The Village shall not consider an alternate bid which fails to meet specifications.

7. BID DEPOSIT

When required on Page 1 of these Specifications, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bank cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of North Aurora, letter of credit, or bid bond.

The bid deposit of all except the three lowest bidders on each contract will be returned after the opening of the bids. The remaining bid deposits on each contract will be returned, with the exception of the accepted Bidder, after the contract is awarded. The bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required.

8. SECURITY FOR PERFORMANCE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish a performance bond and a payment bond in the full amount of the contract, in a form acceptable to the Village.

In the event that the successful Bidder(s) fails to furnish the performance bond and payment bond within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said bond.

9. EQUIVALENT PRODUCTS

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Bidder proposes to furnish the item as identified. If the Bidder proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the bid proposal. The Village shall be the sole determiner of the equivalence of the substitute offered.

10. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

11. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within ninety (90) days from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

12. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract awarded by the Village of North Aurora shall be assigned, in whole or in part, or any part of the same sub-contracted unless designated on page 20 of this document. Sub-contractors added after the opening of the bid require the written consent of the Public Works Director or his designee. In no case shall such consent relieve the successful Bidder from his/her obligations or change the terms of the contract.

Any and all subcontractors shall be bound by contract to the same terms as the successful Bidder. Prior to commencing any work, subcontractors must place on file with the Village a certificate of insurance as outlined under "insurance".

The successful Bidder shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Village Administrator having first been obtained.

13. COMPETENCY OF BIDDER

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of North Aurora upon any debt contract, or other obligation or who has failed to perform faithfully any previous contract with the Village.

The Bidder, if required, must present within forty-eight (48) hours evidence satisfactory to the Village of performance ability, possession of necessary facilities, equipment, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents. The Village hereby reserves the right to reject any bid submitted by a Bidder who, in the sole and exclusive discretion of the Village, cannot completely perform the services or deliver the goods specified in these specifications.

14. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS

The equipment supplied to the Village of North Aurora must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Contractor shall fully comply with all provisions of the (820 ILCS 130/0.01) Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12), (30 ILCS 570/) the Illinois

Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207), and the (820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

The Contractor shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with the Contractor.

Any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

15. MATERIAL INSPECTION AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

16. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the <u>Illinois Toxic Substances Disclosure to Employees Act.</u>

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

17. PRICE REDUCTIONS

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

18. TERMINATION OF CONTRACT

- A. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:
 - 1. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide

the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

- 2. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
- 3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
- 4. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
- 5. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
- 6. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

19. EQUAL EMPLOYMENT OPPORTUNITY

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from the

military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from military service.
- 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.
 - If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
- 7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

20. INSURANCE SPECIFICATIONS

- A. The successful Bidder shall not commence work under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The successful Bidder shall maintain limits no less than:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

- 1. Comprehensive Form
- 2. Premises Operations
- 3. Explosion & Collapse Hazard
- 4. Underground Hazard
- 5. Products/Completed Operations Hazard
- 6. Contractual Liability Coverage Included
- 7. Broad Form Property Damage construction projects only.
- 8. Independent contractors
- 9. Personal Injury

COMBINED SINGLE LIMIT PER OCCURRENCE

FOR BODILY INJURY AND PROPERTY
DAMAGE \$1,000,000

PERSONAL INJURY PER OCCURRENCE

\$1,000,000

GENERAL AGGREGATE

\$2,000,000

Business Automobile Liability COMBINED SINGLE LIMIT PER OCCURRENCE
Any Auto, Owned, Non-Owned FOR BODILY INJURY AND PROPERTY DAMAGE
Rented/Borrowed \$1,000,000

Worker's Compensation and Occupational Diseases

STATUTORY LIMIT

Employer's Liability Insurance per Occurrence

\$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026; Primary and non-contributory ISO Endorsement: CG2001 04 13; and the Village of North Aurora named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of the contractor must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles

or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor shall furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancelation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement.

- C. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or selfinsured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

21. INSURANCE POLICY(S) ENDORSEMENT SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF NORTH AURORA ("The Village") 25 East State Street North Aurora, Illinois 60542

A. POLICY INFORMATION.

1.	Insurance Company Liberty Mutual
2.	Policy NumberTB2-Z91-473583-013
3.	Policy Term: (From) <u>11/01/2023</u> (To) <u>11/01/2024</u>
4.	Endorsement Effective Date_11/01/2023
5.	Named InsuredUtility Dynamics Corporation
6.	Address of Named Insured23 Commerce Drive Oswego, IL 60543
7.	Limit of Liability Any One Occurrence/ Aggregate \$\frac{2,000,000}{4,000,000}\$
8.	Deductible or Self-Insured Retention (Nil unless otherwise specified) \$_2,500

B. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, within thirteen (13) calendar days after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, it officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

C. POLICY AMENDMENTS.

Each policy shall contain, or be endorsed to contain, the following provisions:

1. INSURED

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

4. SUBCONTRACTORS.

(ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

6. CANCELLATION NOTICE.

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. The Village shall be endorsed to the policy as a Cancelation Notice Recipient with notice addressed as shown in the heading of the endorsement.

7. SUBROGATION.

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

8. ACCEPTABILITY OF INSURERS.

(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

9. ASSUMPTION OF LIABILITY.

(ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contract.

D.	SIGNATURE OF INSURER OR AUTHORIZED REPRESEN	TATIVE OF THE INSURER.
	· GAUL DAVIS	(print/type name), warrant
	and by my signature hereon do so certify, that the requirements	uired coverage is in place.
	Signature of	- 1

Authorized Representative (Original signature required on endorsement number to the
Village).
Title: // Merwriting Consultant.
Organization: Ci berty Mufuel Insurance
Address: 1 N Franklin Chicago, 12 60606.
Phone: 3/2-6/4-3593 Fax:

22. INDEMNITY HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the successful Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the successful Bidder, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the successful Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the successful Bidder shall, at its own expense, satisfy and discharge same.

The successful Bidder expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the successful Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The successful Bidder further agrees that to the extent that money is due the successful Bidder by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

23. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and subcontractors, and compliance with all applicable Federal, State, and local laws.

24. COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

In compliance with National Pollutant Discharge Elimination System (NDPES), and ILR40 permit requirements, consultants and contractors hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their employees to prevent and reduce storm water pollution from their activities.

25. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN three (3) working days after the date of the Village's direction to provide

such documents. Failure of the Contractor to provide documents within said three (3) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

ORCHARD GATEWAY BOULEVARD STREETLIGHT BREAKAWAY MODIFICATION PROJECT

IDOT SECTION #: 24-00000-02-GM

II. PROJECT SPECIFICATIONS

1. INTENT

The intent of these plans, specifications and contract is to install breakaway couplings on the existing streetlights along the Orchard Gateway Boulevard corridor. Including all other related and incidental work is also required to complete the improvements as shown on the plans and described herein.

2. LOCATION OF UTILITIES

If excavation is necessary, the Contractor shall contact the Village of North Aurora Public Works Department at least seventy-two (72) hours before beginning work and the J.U.L.I.E. system in conformance with all J.U.L.I.E. standards. Electric, gas and telephone utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

3. EXAMINATION OF SITE

The bidder shall carefully examine the site and become familiar with the conditions under which he will have to execute the work required under this contract. Failure to do so will in no way relieve the bidder of his responsibility under this contract.

4. ADDITIONAL WORK

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid during the course of construction. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Public Works Director or his designee, has approved the charges in writing.

5. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the Contactor. Any damage to existing facilities or sanitary surcharges caused by the Contractor's work, shall be reported to the Village in writing and shall be repaired and/or cleaned up promptly by the Contractor when ordered to do so by the Village at no additional cost. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

6. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for constructing the improvements in accordance with the specifications. The Contractor shall always have available on the job site during construction a complete set of specifications with all revisions thereto. The Contractor shall employ only workmen skilled in their trade and shall furnish full time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

7. SITE CONDITION AND CLEAN-UP

The Contractor shall store materials and equipment in a location approved by the Village and shall move same, if and when it becomes necessary at his own expense.

The Contractor shall have control over his employees' parking of automobiles on the site. The Contractor shall keep the site neat and shall cleanup any debris when directed to do so by the Village. Upon completion of the improvement each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village.

8. TRESPASS ON LAND

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

9. PROTECTION OF PUBLIC

The Contractor shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Contractor shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village a hazardous condition exists and the Contractor fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

10. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Contractor against defects failure improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. All guarantees and warrantees required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued. During the guarantee period, the Contractor shall repair and replace, at his own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished, or workmanship performed. Any equipment or material, which is repaired or replaced, shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

11. START OF WORK AND COMPLETION

The Contractor's representatives who are assigned to this project shall be required to attend a pre-construction meeting with Village staff prior to commencing work. The Contractor shall be required to follow the order and route for the work which is delineated during the preconstruction meeting. It is anticipated that the Contractor shall commence work within a reasonable time after the award. Weather related time delays will be reviewed by both parties and determined by the Village.

12. FAILURE TO COMPLETE WORK ON TIME AND CONTRACT VIOLATIONS

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Overrun in Contract Time Working Day \$250

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village.

13. PAYMENT

Final payment will be made when the work, written reports, and hard drive (media copy) are reviewed and accepted by the Village. The Contractor shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

14. ACCEPTANCE

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

15. MATERIAL SAFETY DATA SHEETS

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

16. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers (primary and secondary numbers), daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty-four (24) hours a day.

17. SPECIAL PROVISIONS FOR CONSTRUCTION

See attached Special Provisions

ORCHARD GATEWAY BOULEVARD STREETLIGHT BREAKAWAY MODIFICATION PROJECT

IDOT SECTION #: 24-00000-02-GM

BID PROPOSAL

The Bidder proposes to complete the project for the following prices by March 29, 2024, with reasonable weather-related delays as defined, or less:

No.	SPECIAL PROVISION	BID ITEMS	UNIT	QUAN.	Unit Price	Total
1	*	BREAKAWAY DEVICE, COUPLING WITH ALUMINUM SKIRT OVER STAINLESS STEEL SCREEN	EACH	40	\$1,750.00	\$70.000.00
2	*	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$ 5,000.00
	* Special Provision					
	1101131011			T	OTAL BID PRICE =	\$75,000.00
Se	ventv-Five 1	Total Bid Price In Words: Thousand Dollars & NO/100				•
Start Date				December 11, 2023		
Calcin	dar Completi	on Date			March	29, 2024
_	of Bidder:	Utility Dynamics Corporation				
lame o	Address: 23 Commerce Drive, Oswego, IL 60543					
	s:	23 Commerce Drive, Oswego, IL	. 60543			
Address	s: one No.	(630)554-1722		act@util	itydynamicsco	rp.com
Address Telepho		(630)554-1722 Joseph B. Spencer		act@util	itydynamicsco	rp.com
Address Telepho Contact	one No.	(630)554-1722 Joseph B. Spencer President		act@util	itydynamicscc	rp.com
Address Telepho	one No.	(630)554-1722 Joseph B. Spencer		act@util	itydynamicsco	orp.com
Address Telepho Contact Title: Date:	one No.	Joseph B. Spencer President 11/21/2023	Emailcont			
Address Telepho Contact Title: Date:	one No. Name: seph B. Sp	(630)554-1722 Joseph B. Spencer President 11/21/2023	Emailcont			
Address Celepho Contact Citle: Date:	seph B. Sp	(630)554-1722 Joseph B. Spencer President 11/21/2023 encer verify that I ame) Dynamics Corporation	Emailcont			
Address Celepho Contact Citle: Date: Josephalf	one No. Name: seph B. Sp (print) ofUtility	(630)554-1722 Joseph B. Spencer President 11/21/2023 encer verify that I are	Emailcont	ed to pro	ovide the abo	

Date

Signature

Contractor's Certification

ordinances.							
Print Name: ContractorUtility Dynamics Corporation							
Corporation Individual Partnership Other (if other specify type)							
As part of his/her bid on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.							
Date:							
Contractor By: Joseph B Spencer							
(State of Minois) SS County of Kane							
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that							
Joseph B. Spencer appeared before me this day in person and, being first duly							
sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.							
Notary Public OFFICIAL SEAL CHRISTIE M MADAY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 06/21/2024							

In compliance with P.A. 85-1295-Illinois Revised Statute, Chapter 31, Section 33E-11, and applicable local

List of	Subcontractors	and Suppliers
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The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list may result in rejection of bid. Write <u>"none"</u> in the boxes below if no sub-contractors or suppliers will be used.

Legal name, current telephone number and address of all subcontractors must be included.

Sub-Contractors	Work Assignment		
NONE			
Suppliers	Material		
UKNOWN AT THIS TIME			

Contractor Bid Agreement

To:

The Village of North Aurora

25 E. State Street

North Aurora, IL 60542

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

Bidder certifies this bid to be for the project described herein and to be in accordance with plans, specifications and contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Village within seven (7) days of the cause.
Signed:
Print Name: Joseph B. Spencer
Title: Rresident
Date:11/21/2023
(State of Illinois) SS County of Kane
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 11/21/2023

Notary Publid

OFFICIAL SEAL
CHRISTIE M MADAY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/21/2024

Apprenticeship or Training Program Certification

The Village has passed by Resolution on September 21, 2009, a resolution that any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

Each bidder is required to certify and provide information on the apprenticeship or training program(s)
approved and registered with the United States Department of Labor's Bureau of Apprenticeship and
Training in which the bidder participates that is relevant to the portion(s) of this project that is/are
subject to the State of Illinois' Prevailing Wage Act below.

American Line Builders Area Joint Apprenticeship and Training Committee
The requirements of this certification and disclosure are a material part of the contract, and the bidder shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after ward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Signed: Print Name: Voseph B. Spencer Spenc
Title: President
Company: Utility Dynamics Corporation
Date:11/21/2023
(State of Illinois) SS County of Kane
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
Joseph B. Spencer appeared before me this day in person and, being first duly
sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.
Dated: 11/21/2023 OFFICIAL SEAL CHRISTIE M MADAY NOTARY PUBLIC, STATE OF ILLINOIS

REFERENCES

The Bidder must list a minimum of two (2) references, preferable municipal, for in-kind work. The references provided must list company or municipality, contact person, address and telephone number.

Municipality: Village of North Aurora		
Contact Person: Brian Ritcher		
Address: E. State Street, North Aurora, IL 6054	12	
Phone #: _(630)897-8228	Fax: _	
Project Included: Various Projects		Project Year: <u>2021-2023</u>
Municipality: City of Aurora		
Contact Person: Scott Miller		
Address: 44 East Downer Place, Aurora, II	L 605	07
Phone #:(630)256-3550	Fax: _	
Project Included: Various Projects		Project Year: 2007-2023
Municipality: Village of Sugar Grove		
Contact Person: Bryan Beach		
Address: 601 Heartland Dr., Sugar Grove, IL 60	0554	
Phone #: _(630)391-7230	Fax:	
Project Included: Various Projects		Project Year: 2015-2023
Municipality: Village of Montgomery		
Contact Person: Shawn Murphy		
Address: 991 Nell Rd., Montgomery, IL 60538		
Phone #: (630)331-2124	Fax:	
Project Included: Various Projects		Project Year: 2016-2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to 'bodily injury' or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY — OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

 The additional insured is a Named Insured under such other insurance; and (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

INDEX OF SPECIAL PROVISIONS

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STREET LIGHT LOCATION EXHIBIT
BREAKAWAY DEVICES DETAIL (IDOT HWY. STD. 838001-01)
ALUMINIUM POLE DETAIL
COUNTY PREVAILING WAGES

GENERAL SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Illinois Urban Manual", latest edition; all of which apply to and govern the construction of the Local Improvement, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is supplemented by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is amended, voided, or superseded by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superseded, and not in addition to the portion changed.

SCOPE OF WORK

The Contractor shall be responsible to sufficiently familiarize himself with the local conditions prior to bidding the project. It is hereby understood and agreed that the contract unit prices shall prevail throughout the contract, and that no adjustments to unit prices will be allowed for an increase or decrease to the contract quantities. Also, no additional compensation for any dewatering, pumping, mobilization, readiness to serve or other startup costs shall be allowed.

This contract shall consist of the installation of breakaway couplings on the existing streetlights and all necessary appurtenances according to the special provisions or as directed by the Engineer.

TRAFFIC FLOW AND PEDESTRIAN ACCESS

At the preconstruction meeting, the Contractor shall furnish a 24-hour primary and secondary name and telephone number where he or she may be reached during non-working hours or the individual under direct supervision who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the requirements to have a responsible individual in his or her direct employ to supervise this work.

All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior written approval from the Engineer. All construction work shall be done such that continuous access to schools or business parking lots is maintained, although it may be restricted to one lane with proper barricading and flagging.

STARTING AND COMPLETION

The Contractor agrees to execute the contract and bonds satisfactory to and in the forms prescribed by the Village in the sum of the full amount of the contract, guaranteeing the faithful performance of the

work in accordance with the terms of the contract within **fifteen (15)** days after notice of award of the contract.

The Contractor shall schedule their construction operations in such a manner to meet the following completion deadlines:

• Obtain Final Completion of the entire project by March 29, 2024.

Special attention is called to Article 108.10 of the Standard Specifications for Road and Bridge Construction and shall be strictly adhered to, in the event the Contractor fails to complete the project by the above-mentioned guidelines. Liquidated damages shall be assessed per Working Day for failure to meet the above deadlines.

The Contractor shall not discontinue progress towards the completion of the work until "Final Completion" has been obtained. This provision will be strictly enforced whether or not the abovementioned completion deadlines are being met. The Contractor shall be assessed liquidated damages for every working day that work is not being performed on the project.

The Contractor shall submit a schedule showing anticipated dates for each phase of construction work. The Village reserves the right to require adjustments to scheduling of work. The Contractor shall also take note to the following requirements:

• The Contractor shall contact the Village at least 72 hours in advance of beginning work.

These requirements shall be considered included in the cost of the to the contract unit prices.

PRE-BID SITE VISIT

All bidders are encouraged to visit the site prior to preparation of bid. Submission of the bid is acknowledgement that the Bidder is aware of and accepting of existing conditions prior to the installation of the improvements.

CONSTRUCTION OPERATIONS

Construction operations shall be confined to the daylight hours between 7:00 a.m. and 5:00 p.m. Monday through Friday. Work may be performed on Saturday between 7:00 a.m. and 5:00 p.m. with Village approval. Requests for Saturday work must be done a minimum of 24 hours prior and if the work requires inspection, the Contractor will be billed by the Village for their costs. No work of any kind shall be done on Sundays in residential areas. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting or to construction of an emergency nature.

At no time will the Contractor be allowed to stockpile or leave materials on any street overnight.

The Contractor shall provide, to residents and motorist, advance notice of parking restrictions. This shall be accomplished with signs and/or barricades as directed by the Engineer.

This work will not be paid for separately but be considered included in the contract unit prices.

STORM WATER POLLUTION REDUCTION

In compliance with the National Pollution Discharge Elimination System (NPDES) and ILR40 permit requirements, every Contractor hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their

employees to prevent and reduce storm water pollution from their activities. This requirement shall be considered included in the cost of the contract unit prices.

CARE AND PROTECTION OF EXISTING ITEMS

Contractor shall use care in grading or excavating near all existing items that will not be removed, including but not limited to curb, sidewalk, driveway pavement, bike path, landscaping, trees, bushes, and previously seeded areas. Any damage done to existing items by the contractor shall be repaired or replaced to the satisfaction of the Engineer.

Contractor shall use caution not to damage any trees or bushes within the project area. Should any trees or bushes be damaged or disturbed due to construction activities that are not planned for removal, contractor shall replace them in kind at their own expense. No additional compensation will be allowed.

Any material deposited in the flow line of curb or drainage structures, which obstructs the natural flow of water, shall be removed at the close of each working day. Prior to acceptance of the improvement, all drainage structures shall be free of dirt and debris to the satisfaction of the Engineer.

This work will not be paid for separately but shall be considered included in the cost of the contract.

RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING, CONSTRUCTION METHODS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury, or loss to:

- a) All employees on the work and other persons who may be affected thereby.
- b) All work and materials or equipment incorporated therein, whether in storage on or off the site.
- c) Other property at site or adjacent thereto, including trees, shrubs, lawns, sidewalks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. They shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph a) or b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such times all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site.

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Engineer shall not be responsible for determining the Contractor's construction means or methods.

SCHEDULING

The Contractor shall provide any Scheduled Work Activity via e-mail to the Resident Engineer by 3:00 PM each day prior to any construction unless otherwise approved by the Engineer. The information shall provide the list of streets where work will occur and include start time and type of work. If these scheduled construction activities are not given by the time listed above, then work will not be allowed to commence, and no compensation will be allowed for cancelled activities.

SUBMITTALS

Shop drawings and cut sheets shall be submitted for the following items:

- Electrical Wire
- Breakaway Coupling
- Stainless Steel Screen
- Aluminum Skirt
- Threaded Rod, bolt, nuts, etc.

WATER REQUIRED FOR CONSTRUCTION

Water necessary for the completion of the improvements will be provided by the Village free of charge. To obtain a Village water meter, the Contractor must post a \$1,200 refundable deposit at the Village Hall (25 E. State Street, North Aurora, IL 60542). The Village's Public Works Water Department will direct the Contractor to which fire hydrant can be used.

INCIDENTAL WORK

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered incidental to the Contract.

CERTIFIED PAYROLL REQUIREMENTS

Per Public Act 94-0515, Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the Village, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include every worker employed on the public works projects name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

TAX EXEMPTION

This project will be tax exempt. The Village's tax-exempt number will be provided to the Contractor after the contract is awarded.

RETENTION

Ten percent (10%) retention will be held on the project until all construction items have been satisfactorily completed. Retention will be reduced to 0% once all punch list items are completed (as determined by the Engineer).

MOBILIZATION

This Contract contains no provisions for Mobilization. Therefore, Section 671 of the Standard Specifications is deleted.

RESTORATION

Restoration of disturbed areas will be the responsibility of the Contractor. Disturbed areas shall be kept to a minimum to limit the disruption of surrounding areas. Restoration will include the spreading of topsoil or excavated material, the seeding of the disturbed area and the placement of erosion control blanket. Any damage caused by the contractor's operations shall be restored to its original condition.

This work shall be considered incidental to the Contract.

ELECTRICAL REGULATORY REFERENCES

All completed work shall be in accordance with applicable regulatory references:

- 1. ICC International Building Code, 2009 Edition
- 2. National Electrical Code, 2008 Edition
- 3. Illinois Energy Conservation Code (ICC International Energy Conservation Code, 2012 Edition, with State of Illinois modifications.

ELECTRICAL REQUIREMENTS

All electrical work shall conform to National Electric Code, latest edition with amendments as adopted by the Village of North Aurora. All work shall be completed in accordance with the NECA Standard of Installation for a complete and operational electrical installation. The contractor must provide submittals demonstrating the wiring, etc. meet the specifications herein.

Wiring

All wiring shall comply with the National Electrical Code, 2008 Edition. Pole Wire shall be minimum 10 gauge American Wire Gauge (AWG), or approved alternate, color coded brown, orange, and yellow for 480 V. Wire connections shall be made with screw on wire connectors either Wing-Nut, Ideal, or approved alternate.

TESTING AND ADJUSTMENTS

Contractor must test each streetlight to verify they are working after installation of the breakaway coupling.

CLOSEOUT PROCEDURES

- 1. Notify Village when work is considered ready for Owner's Substantial Completion inspection.
- 2. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List.
- 3. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- 4. Notify Owner when work is considered finally complete and ready for Owner's Substantial Completion final inspection.
- 5. Perform final inspection with Village of North Aurora to verify the punch list items were completed.

PAY ITEM SPECIAL PROVISIONS

BREAKAWAY COUPLINGS

This work shall include the furnishing and installation of the new breakaway couplings on the existing concrete foundation using the existing bolts and bolt circle and existing aluminum poles. The furnished breakaway couplings shall be furnished and installed in accordance with Section 838 and Section 1070 of IDOT's Standard Specifications for Road and Bridge Construction. The work also includes furnishing and installation of stainless steel screen and an aluminum skirt.

Work shall include:

- 1. Disconnecting the streetlight cables and ground cable within each light pole and remove the pole from the existing anchor bolts.
- 2. Cut down the existing anchor bolts, to the height above the top of the foundation per manufacturers' requirements (if necessary).
- 3. Install the breakaway couplings.
- 4. Reinstall the light standard on the breakaway couplings.
- 5. Reconnect the existing streetlight cables at the light pole.
 - a. If existing wires are not long enough for reconnecting, the Contractor shall splice new wires to extend the wires, splices shall be weatherproof, and the method shall be approved by the Village.
- 6. Install the stainless steel screen and aluminum skirt.
- 7. Test the operation of the light standard.

This work shall be measured and paid for at the contract unit price per each for BREAKAWAY DEVICE, COUPLING WITH ALUMINUM SKIRT OVER STAINLESS STEEL SCREEN, which price shall be payment in full for all work specified herein for one street light pole (four breakaway couplings per street light pole).

TRAFFIC CONTROL

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the Supplemental Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained herein and in the plans, and the Special Provisions contained herein.

Special attention is called to Articles 107.09, 107.14 and Section 701 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control: 701601-09 701606-10 701701-10 701901-08

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the attached special provisions.

Road closures are not permitted, however closing a lane temporarily is allowed.

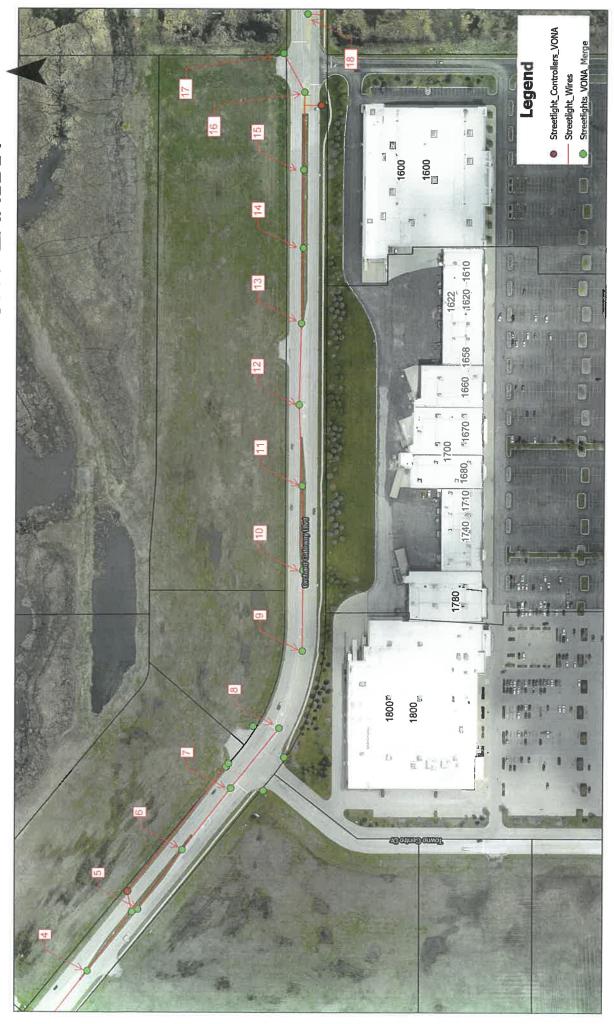
This work shall be measured and paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL, which price shall be payment in full for all work specified herein.

VILLAGE OF NORTH AURORA STREET LIGHT EXHIBIT



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VILLAGE OF NORTH AURORA STREET LIGHT EXHIBIT

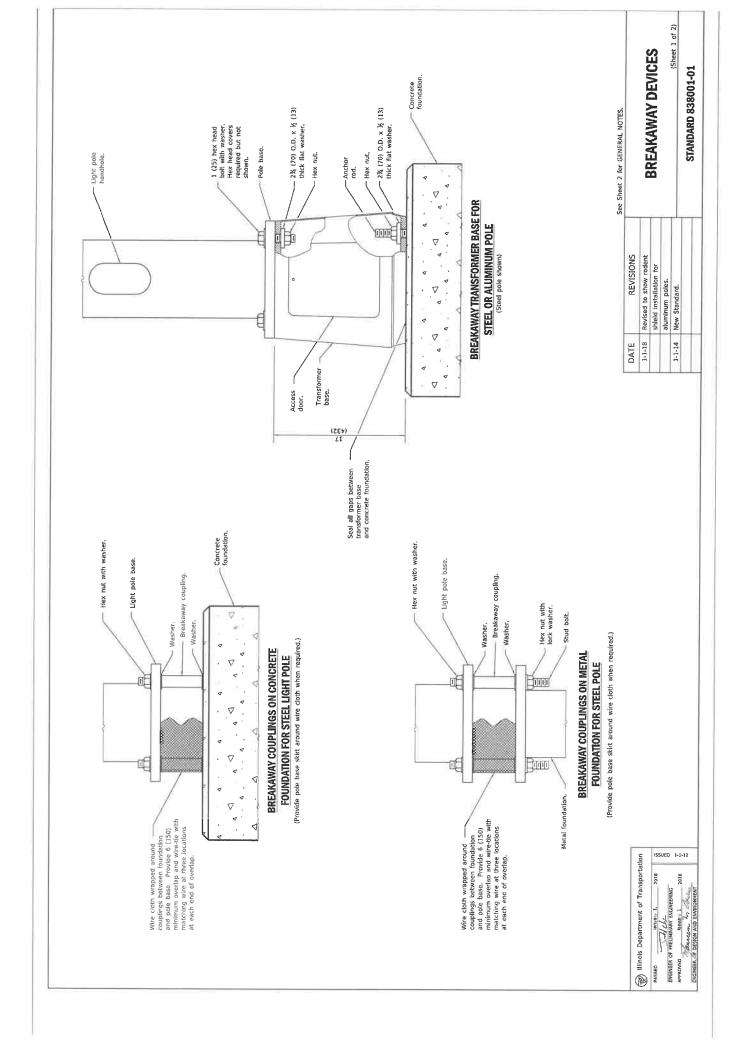


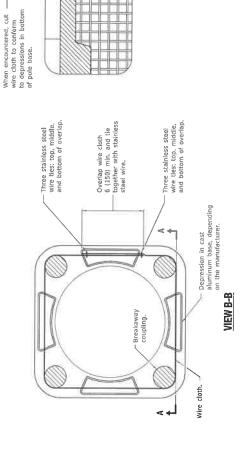
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VILLAGE OF NORTH AURORA STREET LIGHT EXHIBIT

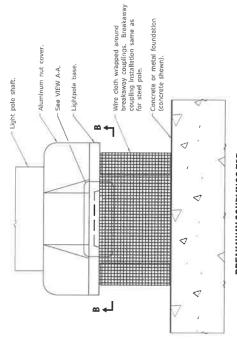






Wire cloth.

Light pole base,



BREAKAWAY COUPLINGS FOR ALUMINUM POLES

(Provide pole base skirt around wire cloth when required.)

(R) Illinois Department of Transportation

PASSED Annur 1, 20

S. 7/ LL.

ENGINEER OF PRELIMINARY ENGINEERING APPROVED IRRIBAN 1

RECCENT AT THE ENGINEER IF DESIGN AND ENVIRONMENT

2018

GENERAL NOTES
See light pole standard for details not shown.

Use largest transformer base bolt chrole possible.

Transformer bases shall not be installed on metal foundations,

Washers on top of pole base shall cover the entire bolt slot.

Wire cloth shall be stainless steel, have a maximum opening of $k_{\rm s}$ (6), and have a minimum wire size of AWG No. 16 (1.6). See Standard 836001 for Light Pole Foundation.

Alf dimensions are in inches (millimeters) unless otherwise shown.

BREAKAWAY DEVICES

Sheet 2 of 2)

STANDARD 838001-01



28' to 33' ROUND TAPERED ALUMINUM 4-Bolt Anchor Base

Job Name:		Client Name:	
Job Location - City:	State:	Created By:	Date:
Product:	Quote:	Customer Approval:	Date:

Tenon Top Pole Cap **Cross Section** Handhole Nominal Mounting Heigh **Nut Covers** (Standard) Dart Square - 2T (Optional) Handhole

SPECIFICATIONS

Pole - The pole shaft is spun from seamless alloy aluminum.

Pole Top - A pole top tenon is provided for top mount luminaire and/or bracket. A removable pole cap is available for poles receiving drilling patterns for side-mount luminaire arm assemblies.

Handhole - A covered handhole with hardware and grounding provision are provided.

Base Cover - Optional Dart Square-2T cast and decorative base covers available as special order.

Anchor Base - The anchor base is cast from 356 alloy aluminum. The completed assembly is heat-treated to a T6 temper. Aluminum nut covers are included with anchor base unless otherwise specified.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Finish - The standard finish for the pole assembly and components is satin brushed, natural anodize, duranodic or polyester powder applied coating in accordance with Valmont's Specifications. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

28' to 33' ROUND TAPERED ALUMINUM 4-Bolt Anchor Base



STRUCTURES

Job Name:		Client Name:	
Job Location - City:	State:	Created By:	Date:
Product:	Quote:	Customer Approval:	Date:

ANCHORAGE DATA

PO	LE	13 300	BASE	PLATE	1.76	ANCHOR	BOLTS	10
BASE	WALL	BOLT C	RCLE		LAN .	PART VARA		W-10-
OD (IN)	THK (IN)	DIA (IN)	± (IN)	SQUARE (IN)	THK (IN)	DIA X LENGTH X HOOK (in)	PROJECTION (IN)	+/- (IN)
7.00	0.156	10.56	0.43	11.26	0.750	1.00 x 36.00 x 4.00	4.13	N/A
8.00	0.156	11.63	0.37	12.05	0.750	1.00 x 36,00 x 4.00	4.13	N/A
8.00	0.188	11,63	0.37	12.05	0.750	1.00 x 36.00 x 4.00	4.13	N/A
8.00	0.250	11.63	0.37	12.05	0.750	1.00 x 36.00 x 4.00	4.13	N/A
9.00	0,156	13,25	0.75	12.48	1.250	1.00 x 36.00 x 4.00	4,13	N/A
9.00	0.188	13.25	0.75	12.48	1.250	1.00 x 36.00 x 4.00	4.13	N/A
10.00	0.188	14.25	0.75	13.19	1.250	1.00 x 36,00 x 4,00	4.75	N/A
10,00	0.250	14.50	0.50	14.00	1.250	1.25 x 42.00 x 6.00	5.25	N/A

Anchor Base Detail 180° Bolt Slots/Holes **Bolt Circle** As viewed 270° 90° from top of pole. 0° - Handhole

LOAD AND DIMENSIONAL DATA

-90 0	7.0	-	-	DESIGN	N INFORMA	TION		-	1 T N		15.1		P	OLE DIME	ENSIONS	
		MPH GUST	8, 5		J.		3 2	11 3373								
NOMINAL MOUNTING HEIGHT	MAX EPA' (SQ FT)	MAX WEIGHT (LBS)	POLE HEIGHT	BASE OD (IN)	TOP OD (IN)	WALL THK (IN)	STRUCTURE WEIGHT ² (LBS)	MODEL NUMBER								
	10.5	150	7.1	150	5.0	150	3.7	150	2.8	150	27"-8"	7.00	4,00	0.156	92	+270840705T4
	15.5	150	11.1	150	8.3	150	6.5	150	5.1	150	27'-8"	8.00	4.50	0.156	105	270845805T4
	19.6	150	14.3	150	10.8	150	8.5	150	6.8	150	27'-8"	8.00	4.50	0.188	124	270845806T4
28'-0"	27.4	150	20.2	150	15.5	150	12.3	150	9.9	150	27'-8"	8.00	4.50	0.250	161	270845808T4
20-0	21.4	150	15.7	150	12.0	150	9.4	150	7.5	150	27'-8"	9.00	4.50	0.156	116	270845905T4
	26.8	150	19.8	150	15.2	150	12.0	150	9.7	150	27'-8"	9.00	4.50	0,188	137	270845906T4
	34.5	200	26.0	200	20.2	200	16.0	200	12.9	200	27'-8"	10.00	6.00	0.188	161	270860106T4
	46.6	300	35.3	300	27.5	300	22.0	300	17.8	300	27'-8"	10.00	6.00	0.250	217	270860108T4
	8.8	150	5.7	150	3.8	150	2.7	150	2.0	150	29'-8"	7.00	4.00	0.156	99	+290840705T4
	13.3	150	9.3	150	6.9	150	5.3	150	4.1	150	29'-8"	8.00	4.50	0.156	113	+290845805T4
	17.1	150	12.2	150	9.2	150	7.1	150	5.6	150	29'-8"	8.00	4.50	0.188	134	290845806T4
30'-0"	18.8	150	13.6	150	10.3	150	8.0	150	6.3	150	29'-8"	9.00	4.50	0.156	127	+290845905T4
30-0	23.7	150	17.4	150	13.3	150	10.4	150	8.3	150	29'-8"	9.00	4.50	0,188	149	290845906T4
	24.2	150	17.7	150	13.6	150	10.7	150	8.6	150	29'-8"	8.00	4.50	0.250	174	290845808T4
	30.9	200	23.2	200	17.9	200	14.1	200	11.3	200	29'-8"	10.00	6.00	0.188	175	290860106T4
	41.9	300	31.7	300	24.6	300	19.6	300	15.8	300	29'-8"	10.00	6.00	0.250	235	290860108T4
	10.4	150	7.1	150	5.1	150	3.8	150	2.9	150	32'-8"	8.00	4.50	0.156	124	+320845805T4
	13.8	150	9.7	150	7.1	150	5.5	150	4.2	150	32'-8"	8.00	4.50	0.188	147	320845806T4
	15.3	150	10.9	150	8.1	150	6.2	150	4.8	150	32'-8"	9.00	4.50	0,156	138	+320845905T4
33'-0"	19.7	150	14.2	150	10.7	150	8.4	150	6.6	150	32'-8"	9.00	4.50	0.188	163	320845906T4
	20.1	150	14.5	150	11.0	150	8.6	150	6.8	150	32'-8"	8.00	4.50	0.250	190	320845808T4
	26.0	200	19.4	200	14.9	200	11.7	200	9.2	200	32'-8"	10.00	6.00	0.188	191	320860106T4
	35.8	300	26.9	300	20.8	300	16.4	300	13.1	300	32'-8"	10,00	6.00	0.250	257	320860108T4

- 1. EPA represents the Effective Projected Area of each luminaire. Designs are limited to top mount or side-mount luminaires. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.
- Structure weight is a nominal value which includes the pole shaft and base plate.
 Pole includes factory installed vibration damper.

PRODUCT ORDERING CODES

PRODUC	I OKDEKII	MG CODES			
CROSS SECTION R	MODEL NUMBER 270845905T4	FIXTURE MOUNTING	co	204	OPTIONS
R = Round	+270840705T4 270845806T4 270845806T4 270845806T4 270845905T4 270845906T4 270845906T4 270860108T4 +290845805T4 290845805T4 290845806T4 +290845906T4 290845806T4 290845806T4 290845806T4 290845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 320845806T4 3208650106T4 3208650106T4	Drill Mounting D1 = 1 Luminaire D2 = 2 @ 180° D3 = 3 @ 120° D4 = 4 @ 90° D5 = 2 @ 90° D6 = 3 @ 90° Tenon Mounting P2 = 2.38" OD x 4.00" P3 = 3.50" OD x 6.00" P4 = 4.00" OD x 6.00" P5 = 2.88" OD x 12.00° P7 = 2.38" OD x 12.00° PQ = 2.38" OD x 3.00" = Plain Top P9 = Other Tenon (Contact Factory)	Polyester Powder DWH = White DSS = Sandstone BR = Burgundy HG = Hunter Green DNA = Natural Aluminum DCG = Charcoal Gray DMB = Medium Bronze SBN = Sanded Brown DNB = New Dark Bronze DBB = Dark Bronze SBK = Sanded Black DBL = Black DSB = Steel Blue DTG = Dark Green DBR = Red SC = Special Color (Contact Factory)	Anodized 204 = Clear Natural 311 = Light Bronze* 312 = Medium Bronze* 313 = Dark Bronze* 335 = Black* *Duranodic Anodize Brushed SBF = Satin Brushed	See Accessories at valmontstructures.com (Please Specify with Code)

Trade Title	Rg	Type	O	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	A	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		00.00	0.00
ASBESTOS ABT-MEC	Ħ	BLD		40.59	43.84	1.5	7:	2.0	2.0	15.22	15.16	00.00	0.88		2.80	5.60
BOILERMAKER	¥	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	00.00	2.83		00.00	0.00
BRICK MASON	A	BLD		50.81	55.89	13.	1.5	2.0	2.0	12.50	23.01	00.00	1.16	00.00	00.00	0.00
CARPENTER	¥	ALL		53.51	55.51	7.	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	A	ALL		50.70	52.70	2.0	10.	2.0	2.0	11.89	27.82	0.00	0.80	00.00	0.00	0.00
CERAMIC TILE FINISHER	A	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	00.00	1.04	00.00	00.00	0.00
CERAMIC TILE LAYER	¥	BLD		53.14	58.14	7.5	1.5	2.0	2.0	12.75	19.41	00.00	1.12	00.00	0.00	0.00
COMMUNICATION TECHNICIAN	z	BLD		44.56	46.96	<u>ب</u> تن	1.5	2.0	2.0	14.08	17.14	0.00	0.89	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	S	BLD		43.08	45.88	1.5	7.5	2.0	2.0	17.30	15.06	0.00	1.51	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	M	ALL		49.22	67.16	1.5	7:	2.0	2.0	7.00	13.79	00.00	1.47	1.48	00.00	00.00
ELECTRIC PWR GRNDMAN	A	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	00.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	7.	1.5	2.0	2.0	7.00	16.57	00.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	H	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	00.00	1.17	1.18	00.00	0.00
ELECTRICIAN	Ż	ALL		54.61	59.01	7.	<u></u>	2.0	2.0	16.24	21.75	00.00	1.64	0.00	0.00	00.00
ELECTRICIAN	S	BLD		53.32	57.57	7.	7.5	2.0	2.0	18.05	19.93	00.00	1.87	0.00	00.00	0.00
ELEVATOR CONSTRUCTOR	A	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		00.00	0.00
FENCE ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	00.00	1.28		00.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	00.00	2.07	0.00	00:00	00:00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	7:	2.0	2.0	15.22	17.86	00.00	0.88		4.15	8.30
IRON WORKER	A	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	00.00	1.28		00.00	0.00
LABORER	All	ALL		48.90	49.65	<u>رن</u>	7,	2.0	2.0	15.28	18.00	00.00	0.91		0.00	00.00
LATHER	II	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	00.00
MACHINIST	II	BLD		55.74	59.74	1.5	1,5	2.0	2.0	9.93	8.95	1.85	1.47		00.00	0.00
MARBLE FINISHËR	A	ALL		38.75	52.46	1.5	<u>τ</u>	2.0	2.0	12.50	20.95	00.00	0.66	0.00	00.00	0.00
		1														

MAIENIAL IESIERI	Ħ	ALL		38.90		7:	<u>ب</u> تن	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	AII	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	00.00	0.91		0.00	00.00
MILLWRIGHT	H	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	00:00
OPERATING ENGINEER	H	BLD	~	26.60	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	All	BLD	7	55.30	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	₩ W	BLD	က	52.75	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	₩ W	BLD	4	51.00	09.09	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	≡ ∀	BLD	2	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	All	BLD	9	27.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	00.00
OPERATING ENGINEER	HA.	BLD	7	29.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	H	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	00.00
OPERATING ENGINEER	All	HWY	~	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		00.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	₩ W	₩H	က	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	H A	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	AII	HWY	c)	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	=	HWY	9	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	≡ ∀	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	= A	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
PAINTER A	A	ALL		51.55	53.55	1.5	7.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	00.00	0.00
PAINTER - SIGNS	H	BLD		41.55	46.67	1.5	7:	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIVER /	All	ALL		53.51	55.51	7.	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER /	A	BLD		25.00	58.00	7:	7:5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER #	All	BLD		48.75	51.68	1.5	ر ت	2.0	2.0	17.33	20.33	0.00	1.15	00.00	0.00	0.00
PLUMBER A	All	BLD		26.80	60.20	7.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	AII	BLD		49.00	54.00	7.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	00.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER A	₩ W	BLD		26.70	59.45	7.5	ر ئ	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR A	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00

STONE MASON	\forall	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	Ħ	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	W	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	₩ W	HWY		40.10	41.70	1.5	73.	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	ALL HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	A	ALL	~	42.76	43.31	1.5	7.	2.0	2.0	11.33	14.75	00.00	0.15	00.00	0.00	0.00
TRUCK DRIVER	=	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	00.00	0.00
TRUCK DRIVER	A	ALL	co	43.11	43.31	1.5	ر ن ت	2.0	2.0	11.33	14.75	0.00	0.15	0.00	00.00	0.00
TRUCK DRIVER	H	ALL	4	43.31	43.31	1.5	75	2.0	2.0	11.33	14.75	0.00	0.15	0.00	00.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	7.5	2.0	2.0	9.55	21.72	0.00	1.7	0.00	0.00	00.00

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

CClass

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, days of celebration. If in doubt, please check with IDOL

EXPLANATION OF CLASSES

and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including future date

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars All demolition of existing tile floors and walls to be re-tiled

COMMUNICATIONS TECHNICIAN

security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for

interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures

OPERATING ENGINEER - BUILDING

Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Form Paver, Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching

Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches. (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall,

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter, Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Dumper, Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Wheel Excavator; Widener (APSCO). Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader, Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster, Hydro Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compactor, etc.; Tug Boats.

Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical;

Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations. roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones,

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Turnapulls or Turnatrailers when pulling other than self-Ioading equipment or similar equipment under 16 cubic yards; Mixer Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter,

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties ob duties as the classification entitled "Material Tester/Inspector II";



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450	CONTACT CSUConstruction PHONE [A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
Downers Grove IL 60515	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Liberty Mutual	23043
INSURED UTILDYN-02	INSURER B : Columbia Casualty Company	31127
Utility Dynamics Corporation 23 Commerce Drive	INSURER C:	
Oswego IL 60543	INSURER D:	
	INSURER E :	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1402398466 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR TR		TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	CLAIMS-MADE X OCCUR		TB2-Z91-473583-013	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 250,000
Ì							MED EXP (Any one person)	\$ 10,000
Ī							PERSONAL & ADV INJURY	\$ 2,000,000
ĺ	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$4,000,000
		OTHER:						\$
A	AUT	OMOBILE LIABILITY		AS2-Z91-473583-023	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Ì	Х	ANY AUTO					BODILY INJURY (Per person)	\$
Ì		OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$
ı	Х	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
		AUTOS CIVET					,	\$
4	Х	UMBRELLA LIAB X OCCUR		TH7-Z91-473583-063	11/1/2023	11/1/2024	EACH OCCURRENCE	\$ 10,000,000
Ì		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
Ì		DED X RETENTION \$ 0						\$
		KERS COMPENSATION		WC2-Z91-473583-033	11/1/2023	11/1/2024	X PER OTH-	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE N					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	idatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
4 3 3	Leas	sed/Rented Equip essional/Pollution Liability		YM2-Z91-473583-053 6072428988 6072429008	11/1/2023 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024	Limit: Limit (Occ/Agg): Deductible:	\$375,000 \$2,000,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
SAMPLE	Authorized Representative

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Policy Number: AS2-Z91-473583-023

Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Per written agreement.

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ 500 FC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Countersigned by

Authorized Representative

Issued

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ntered into a written contract or agreement, prior to an	I locations as required by a written contract or greement entered into prior to an 'occurrence' or fense.
nformation required to complete this Schedule, if not shown a	bove, will be show

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name of Person or Organization:
All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.
Location And Description of Completed Operations:
Additional Premium:
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".
Countersigned by
Authorized Representative
Issued



SUBROGATION AMENDMENT ENDORSEMENT

It is understood and agreed that the Section of the Policy entitled **CONDITIONS**, the Condition entitled Subrogation, is deleted in its entirety and replaced by the following:

Subrogation

If any of you have rights to recover amounts from another, those rights are transferred to us to the extent of our payment. You must do everything necessary to secure these rights and must do nothing after a claim is made to jeopardize them. We hereby waive subrogation rights against any person or organization with whom the Named Insured has made a written agreement, prior to a claim or circumstance, to waive such rights, to the extent provided in such agreement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

4002000086072429008484



CNA83662XX (Ed. 10-15)

Page 1 of 1

Insured Name:

Copyright, CNA All Rights Reserved.

Policy No: CSB6072429008

Endorsement No: Effective Date:



ADDITIONAL INSURED WITH PRIMARY/NON CONTRIBUTORY PROVISION ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

The Section of the Policy entitled COVERAGE, the sub-section entitled DEFENSE & SETTLEMENT is amended by the addition of the following:

Additional Insured with Primary/Non-Contributory Provision

- I. We also have the right and duty to defend a claim against any person or organization whom you are required to add as an additional insured under this Policy under a written contract or written agreement, provided such contract or agreement:
 - is currently in effect or becomes effective during the term of this policy;
 - was executed prior to the bodily injury or property damage for which such additional insured seeks coverage; and
 - 3. expressly requires making the person or organization an additional insured for pollution coverage such as is provided by this policy.
- II. The insurance provided to the additional insured is limited as follows:
 - The person or organization is an additional insured only with respect to liability for bodily injury or property damage:
 - caused entirely by your negligent acts or omissions or those of others working on your behalf; and
 - b. for which you would be covered under this policy, if the claim had been brought against you.
 - If defense of such a claim results in the additional insured's legal obligation to pay compensatory damages for bodily injury or property damage described in paragraph 2.a. above, then subject to all of the terms and conditions of this policy, we will pay such damages in excess of the self-insured retention up to the applicable Limit of Liability.
 - 3. This insurance is excess of all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by written contract or agreement to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 - 4. Any coverage granted by this provision shall apply only to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

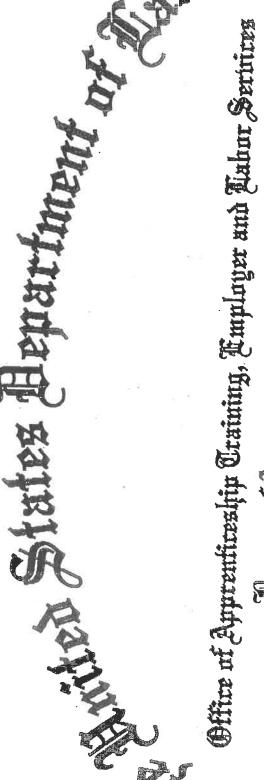
This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.





CNA90038XX (Ed. 01-18) Page 1 of 1 Policy No: CSB6072429008 Endorsement No: Effective Date:

Insured Name:



AMERICAN LINE BUILDERS AREA JOINT APPRENTICESHIP AND TRAINING Qureau of Apprenticeship and Craining Ohio, Virginia and the District of Columbia, Michigan and West Virginia) COMMITTEE (For the States of Indiana, Minols, Kentucky, Maryland, Certificate of Certification

Certified as part of the Kational Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Babor For all apprenticeable occupations listed in the Standards



Act cha

arelary of Babor

Administrator, Apprenticeship Praining, Caplayer and Babar Cervines

Date 8 [183

Gertification Na.

August 17, 1959



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: November 27, 2023

Re: Consideration of an Agreement to Design a New Elevated Water Storage Tank in

an Amount Not to Exceed of \$155,100.

The Village had entered into a design contract for a 750,000 gallon elevated water storage tank in 2016 with Rempe-Sharpe & Associates. The design was completed and bid for the first time in July of 2021, one bid was received in the amount of \$3,900,000, which was approximately \$1,100,000 over the Engineers' Estimate. Additionally, it did not comply with the Village's Joint Apprenticeship Training Program certified by the U.S. Department of Labor requirement and was not awarded. The project was bid for a second time in November of 2021 and no bids were received.

The project was bid for a third time in February of 2022, which allowed the Village's Joint Apprenticeship Training Program to be waived for the tank general contractor/bidder only due to the specialized nature of the work. Their subcontractors still needed to comply with the requirement. The Village received two bids, with the low bid in the amount of \$4,119,900. The Village Board decided to not award the project due to the high project cost.

The Village has been in the process of completing a Water Model and Water System Master Plan with Engineering Enterprises, Inc. (EEI). During the course of these studies and along with obtaining water usage information from Aurora Packing for their expansion, it was determined that a 1,000,000 gallon elevated water storage tank would be the proper size to account for additional future development, as well as the current deficient storage. With the change of tank size, a new set of plans and specifications are required to be designed.

The Village has received a proposal from EEI for the design engineering services for the 1,000,000 gallon elevated water storage tank. EEI's proposal to complete the scope of work in a not to exceed amount of \$155,100, which includes \$134,800 to be paid on an

hourly basis and \$20,300 for their electrical engineering subcontractor. EEI would only be paid for their actual hours used.

The Village has chosen to utilize Engineering Enterprises, Inc. (EEI) to perform the design engineering. EEI has worked with the Village on numerous infrastructure and water system projects and studies. EEI has extensive experience with the Village's water system and has performed well on past projects. They additionally have recent experience with designing and bidding elevated storage tanks.

The project was not budgeted; however, the water fund has adequate funds for this work. It is beneficial to start design now, as the design takes approximately six months and construction takes a year and getting the elevated storage tank operational prior to a large water demand user coming online would be optimal. Attached is a service agreement from EEI with the complete scope of services. It is staff's recommendation to enter into an agreement with EEI in an amount not to exceed \$155,100.

Engineering Enterprises, Inc.



November 24, 2023

Mr. Brandon Tonarelli, PE, CFM Village Engineer Village of North Aurora 25 East State Street North Aurora, IL 60542

RE: Professional Services Agreement
New Elevated Water Storage Tank (Design Engineering)

Dear Mr. Tonarelli:

In accordance with your request, enclosed please find our proposal for engineering services for the above referenced project. Our proposed work items and costs are summarized in the attached Scope of Services and Estimate of Level of Effort and Associated Cost. Also enclosed is the proposed project schedule. We propose to provide our professional engineering services to complete the scope of work for in an a not to exceed amount of \$155,100 which includes approximately \$134,800 to be paid on an hourly basis EEI labor and an estimated \$20,300 on an actual basis for all direct expenses.

This work does not include any geotechnical work. We are evaluating the existing geotechnical work to confirm that adequate information is provided for the best bidding environment. If any additional geotechnical information is needed, then this effort will be proposed to the Village as an addition to the contract.

We look forward to working with you and members of your staff on this project. If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully Submitted

ENGINEERING ENTERPRISES, INC.

Michele L. Piotrowski, PE, LEED AP Vice President

pc: BPS, JAM, STD – EEI (via e-mail)

Central Elevated Water Storage Tank (Design) Village of North Aurora Professional Services Agreement – Design Engineering

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. Services to be provided include professional engineering services for the design of a New Elevated Water Storage Tank.

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 ENGINEER shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER 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. Design Engineering will be paid for in a not to exceed amount of \$155,100 which includes approximately \$134,800 to be paid on an hourly basis EEI labor and an estimated \$20,300 on an actual basis for all direct expenses. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according 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, ENGINEER, 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:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village.



ENGINEER 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, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER 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 Kendall County, Illinois.

G. Independent Contractor:

ENGINEER 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 ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the Village for any purpose.

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free



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

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

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

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

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

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided)

separately) and is doing business as a (check one): Individual

Agent Sole Proprietorship Government Entity



Partnership Tax

Exempt Organization (IRC 501(a) only) <u>x</u> Corporation ____ Not for Profit Corporation ____ Trust or Estate ____ Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER 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 ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER 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 attachments. Except for those terms included on the attachments, 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:	For the ENGINEER:
Village Administrator and Village Clerk Village of North Aurora 25 East State Street North Aurora, IL 60542	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in wri persons in connection with required notices	ting from time-to-time substitute addresses or
Agreed to thisday of	, 2023.
Village of North Aurora:	Engineering Enterprises, Inc.:
	Michele L. Piotrowski
Mark Gaffino Village President	Michele Piotrowski, PE, LEED AP Vice President
Jessi Watkins Village Clerk	Julie Morrison, PE Vice President

STANDARD TERMS AND CONDITIONS

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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



the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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



New Elevated Water Storage Tank (Design) Village of North Aurora, IL Professional Services Agreement - Design

Attachment B - Scope of Services

BACKGROUND

The Village of North Aurora is anticipating constructing an elevated water storage tank in the vicinity of the existing Central Tower that is not currently operational. The style and size of the tank will be confirmed as part of this project.

SCOPE OF SERVICES

Engineering Enterprises, Inc. (EEI) will provide the necessary professional consulting and engineering services to design, bid, and contract the New Elevated Water Storage Tank. Below outlines the professional consulting and engineering services to assist the Village in completing these work items:

PROJECT ADMINISTRATION AND MEETINGS

- 0.01 Project Administration
- 0.02 Progress Meeting with Village Staff (4)

PRELIMINARY DESIGN PHASE

- 1.01 Confirm Size of the EWST
- 1.02 Prepare Comparison of a Multi-legged Tank versus a Single-Pedestal Spheroidal Tank
- 1.03 Prepare Summary of Potential Bidders / Tank Erectors
- 1.04 Conduct Site and Topographical Survey
- 1.05 Coordinate Soil Borings and Soils Report
- 1.06 Conduct Site Visits (2) Pre and Post Design
- 1.07 Perform a JULIE Design Request
- 1.08 Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)
- 1.09 Permits/Sign-offs (if required)
 - o IDNR EcoCAT Sign-off
 - o IHPA Historic Sign-off
 - Stormwater Permitting (Assumes No Wetlands, No Floodplain)
 - Village Building Permit
 - Federal Aviation Administration (FAA)
- 1.10 Electrical/ComEd Application and Initial Coordination
- 1.11 Facilitate Mixing System Discussions with Vendors (If Necessary)
- 1.12 Facilitate Cathodic Protection Discussions with Vendors (If Necessary)
- 1.13 Prepare/Review Tank Optional Features with Village Staff
- 1.14 Develop Tank Orientation/Tank Cross-Section Plans
- 1.15 Prepare Logo Renderings (3) and Facilitate Logo Discussion with Village
- 1.16 Telecommunication Facility Location Coordination
- 1.17 Prepare 30% Complete Drawings and Specifications
- 1.18 Present Final Layout and Logo to Village Board



FINAL DESIGN PHASE

- 2.01 Prepare 60% Complete Drawings and Specifications
- 2.02 Prepare 95% Complete Drawings and Specifications
- 2.03 Prepare Basis of Design for EWST for IEPA Permit
- 2.04 Prepare and Submit IEPA Permit Applications
- 2.05 Prepare 95% Engineer's Opinion of Probable Construction Cost
- 2.06 SCADA Integration and Design
- 2.07 Complete Plans and Specifications to 100%
- 2.08 Prepare 100% Engineer's Opinion of Probable Construction Cost

BIDDING AND CONTRACTING PHASE

- 3.01 Prepare Final Bid Documents and Advertise for Bid
- 3.02 Respond to Inquiries
- 3.03 Maintain Bidders List, Coordinate Addenda(s) and Distribution
- 3.04 Prepare IEPA Notice of Intent
- 3.05 Prepare for and Attend Bid Opening
- 3.06 Assist Village in Review of Bids and Prepare Bid Tabulation/Contract
- 3.07 Attend Village Board Meeting for Anticipated Contract Award

DIRECT EXPENSES/SUB-CONSULTANTS

- Printing/Scanning/Vehicle Charges
- Geotechnical Design Services (TBD)
- Electrical Design Engineering Services (Archer Consulting)
- SCADA Design Engineering Services (EEI will coordinate with and employ the Village's selected SCADA consultant for this project. Typically, the SCADA contractor will provide those services free of charge during the design phase.

EXCLUSIONS:

- Wetland delineation and any associated permitting if required.
- Floodplain study and permitting
- Property and Easement Acquisition Coordination
- Boundary Survey
- Kane-Dupage Soil and Water Conservation District Requirements for Land Use Change
- Requirements Related to Zoning Changes
- Property and Easement Acquisition Coordination (Excluded)
 - Prepare Plat of Survey (Excluded)
 - Prepare Plat of Easement (Excluded)
 - Property Acquisition Coordination As Necessary (Excluded)
- Legal Research on the Property
- Construction Engineering

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from Village staff when necessary. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).



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

CLIENT	PROJECT NUMBER	
Village of North Aurora	NO2305	
PROJECT TITLE	DATE	PREPARED BY
Central Elevated Water Storage Tank (Design Engineering)	10/25/23	MLP

TASK NO.	TASK DESCRIPTION PERS RA CT FACILITATION & ADMINISTRATION	ON JAM	TECH RESOURCE MLP \$239	SPM CPD \$231	PM TAW \$208	SPE II MWS \$196	PE KA/TBD \$165	SPS II JB \$196	CAD TECH MAA \$149	ADMIN DRA \$70	HOURS	C	COST
			ı	-		ı					0	_	4.750
	Project Administration			4	4						8	\$	1,756
0.02	On-going Village Communication/Coordination/Updates		4		4						8	\$	1,788
0.03	Project Initiation & Progress Meetings (4 Total Meetings with Village plus internal review meetings)	4	20	8	20						52	\$	11,744
0.03	Project Facilitation & Administration Subto			12	28	_		_	_	_	68	\$	15,288
	•	ai	2-7	12	20	_	_	-		_	00	Ψ	13,200
	IINARY DESIGN PHASE	1				ı				ı	10		
1.01	Confirm the Size of the EWST		4		2		4				10	\$	2,032
1.02	Prepare Comparison of a Multi-legged Tank, Composite Tank, and a Single-Pedestal Spheroidal Tank and Confirm Style		4		8	4					16	\$	3,404
	Prepare Summary of Potential Bidders / Tank Erectors		4		8	8					20	\$	4,188
1.04	Conduct Site and Topographical Survey		7		1	Ů		22			23	\$	4,520
	Coordinate Soil Borings and Soils Report							22			NA Z3	_	NA
	Conduct Site Visits (2) - Pre and Post Design		4	4	4						12	\$	2,712
1.07	Perform a JULIE Design Request				2		6		8		16	\$	2,598
1.07	Prepare Draft Site Plan (Rough grading, Water Main, Storm						0		- 0		10	Ψ	2,390
1.08	Sewer/Drainage)		2	8	4				8		22	\$	4,350
	Permits/Sign-offs												
	IDNR - EcoCAT Sign-off						2				2	\$	330
	IHPA - Historic Sign-off						2				2	\$	330
	Stormwater Permitting (Assumes No Wetlands, No Flood	olain)		8	2		2				12	\$	2,594
	Federal Aviation Administration	1			2		2				4	\$	746
1.10	Electrical/ComEd Application and Initial Coordination			4	4		24				32	\$	5,716
1.11	Facilitate Mixing System Discussions with Vendors (If Necessal	v)		4	4		4				12	\$	2,416
	Facilitate Cathodic Protection Discussions with Vendors (If Nec	,,	2	4	4		4				14	\$	2,894
	Prepare/Review Tank Optional Features with Village Staff	J	2		6	6					14	\$	2.902
1.14	Develop Tank Orientation/Tank Cross-Section Plans		2		6	6			12		26	\$	4,690
	Telecommunication Facility Location Coordination		_		4				24		28	\$	4,408
	Prepare 30% Complete Drawings and Specifications		2	8	8	4			12		34	\$	6,562
	Background Information & Water System Audits Subto	al: -	26	40	69	28	50	22	64	-	299	\$	57,392
CINIAL C	DESIGN PHASE												-
					16	10			16	1	48	•	8,848
	Prepare 60% Complete Drawings and Specifications			16	16	16 32	8		32		104	\$	_
	Prepare 95% Complete Drawings and Specifications		2	10	1	32	4		1		8	\$	19,384
	Prepare Basis of Design for EWST for IEPA Permit		1		2		6		- 1		9	-	1,495
	Prepare and Submit IEPA Permit Applications		'		2	2	8				12	\$	1,645
2.05	Prepare 95% Engineer's Opinion of Probable Construction Cost SCADA Integration and Design	- 	2		4	8	8				12	\$	2,128 2,878
2.06	Complete Plans and Specifications to 100%	-	4		16	8	16		24		60	\$	10,500
	Prepare 100% Engineer's Opinion of Probable Construction Co	et	4		16	1	16		24		60	\$	1,064
2.00	Final Design Phase Subtot		9	16	58	59	46		73		261	\$	47,942
	•	-	9		- 55		70		,,,		201	Ÿ	11,042
	G AND CONTRACTING PHASE												0 :-:
	Prepare Final Bid Documents and Coordinate Advertise for Bid		1		12	ļ						\$	2,496
	Respond to Bidder Inquiries		1	2	8	16					27	\$	5,501
3.03	Maintain Bidders List, Coordinate Addenda(s) and Distribution		1			1				4	5	\$	476
	Prepare IEPA - Notice of Intent						2				2	\$	330
	Prepare for and Attend Bid Opening		2	4	8					2	16	\$	3,206
	Assist Village in Review of Bids and Prepare Bid Tabulation/Co	ntract	1		4					2	7	\$	1,211
3.07	Attend Village Board Meeting for Anticipated Contract Award	-1-	4				-				4	\$	956
	Bidding and Contracting Phase Subtor		8	6	32	17	2	-	-	8	73	\$	14,176
	PROJECT TOTAL	: 4	67	74	187	104	98	22	137	8	701	\$ 1	134,798

EEI STAFF

JAM Julie A. Morrison, PE

MLP Michele L. Piotrowski, PE, LEED AP

CPD Curt P. Dettmann, PE TAW Todd A. Wells, PE

MWS Michael W. Schweisthal, PE KA Kamelia Afshinnia, PhD, PE_(WI)

JB Josh Boatman MAA Michael A. Agate CRW Deborah R. Anderson

DIRECT EXPENSES

LABOR SUMMARY	
	EELLobor

EEI Labor Expenses = \$ 134,798

TOTAL LABOR EXPENSES \$ 134,798

TOTAL COSTS

\$ 155,098



PROJECT SCHEDULE

 CLIENT
 PROJECT NUMBER

 Village of North Aurora
 NO2305

 PROJECT TITLE
 DATE
 PREPARED BY

 Central Elevated Water Storage Tank (Design Engineering)
 11/24/23
 MLP

TASK																										
NO.	TASK DESCRIPTION	2023						20:)25					
DDO IE	CT FACILITATION & ADMINISTRATION	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCI	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JLUY	AUG	SEPT	OCI	NOV	NOV
	Project Administration	1	1																							
	On-going Village Communication/Coordination/Updates																									
	Project Initiation & Progress Meetings (4 Total Meetings with Village plus																			1				\rightarrow	1	
0.03	internal review meetings)																							1	l	
	IINARY DESIGN PHASE																									
	Confirm the Size of the EWST																								1	
	Prepare Comparison of a Multi-legged Tank, Composite Tank, and a Single-Pedestal Spheroidal Tank and Confirm Style																								l	
1.03	Prepare Summary of Potential Bidders / Tank Erectors																							1	1	
1.04	Conduct Site and Topographical Survey																								i I	
1.05	Coordinate Soil Borings and Soils Report																									
1.06	Conduct Site Visits (2) - Pre and Post Design																								LШT	
1.07	Perform a JULIE Design Request																									
1.08	Prepare Draft Site Plan (Rough grading, Water Main, Storm Sewer/Drainage)																									
1.09	Permits/Sign-offs																								i I	
1.1	Electrical/ComEd Application and Initial Coordination																								i	
1.11	Facilitate Mixing System Discussions with Vendors																							1	i I	
1.12	Facilitate Cathodic Protection Discussions with Vendors																							1	i I	
1.13	Prepare/Review Tank Optional Features with Village Staff																							1	i I	
1.14	Develop Tank Orientation/Tank Cross-Section Plans																								i I	
1.15	Telecommunication Facility Location Coordination																								i I	
	Prepare 30% Complete Drawings and Specifications																									
	DESIGN PHASE																									
	Prepare 60% Complete Drawings and Specifications																								1	
	Prepare 95% Complete Drawings and Specifications																								1	
2.03	Prepare Basis of Design for EWST for IEPA Permit																									
	Prepare and Submit IEPA Permit Applications																								1	
	Prepare 95% Engineer's Opinion of Probable Construction Cost																									
	SCADA Integration and Design																								1	
	Complete Plans and Specifications to 100%																									
	Prepare 100% Engineer's Opinion of Probable Construction Cost																									
	G AND CONTRACTING PHASE																									
	Prepare Final Bid Documents and Coordinate Advertise for Bid																								\longmapsto	
	Respond to Bidder Inquiries																									
	Maintain Bidders List, Coordinate Addenda(s) and Distribution																									
	Prepare IEPA - Notice of Intent		-																	ļ						
	Prepare for and Attend Bid Opening		-																	ļ						
	Assist Village in Review of Bids and Prepare Bid Tabulation/Contract																								└	
	Attend Village Board Meeting for Anticipated Contract Award						L				Щ															
	RUCTION PHASE*																									
4.01	Construction (Not Included in this Scope of Work)						1																			

^{*}Exact length of construction will depend on the size and type of tank constructed.



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

Vehicle for Construction Observation \$ 15.00 In-House Scanning and Reproduction \$0.25/Sq. Ft. (Black & White)

\$1.00/Sq. Ft. (Color)
Reimbursable Expenses (Direct Costs)

Cost

Services by Others (Direct Costs) Cost + 10%

Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone \$ 220.00 Expert Testimony \$ 276.00

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: December 4, 2023

RE: Approval of 2023 Tax Levy Items

At the November 6th Village Board meeting, staff presented the preliminary 2023 tax levy estimates. As discussed at the meeting, the Village's total 2023 tax levy request will be \$2,801,000, which represents a 4.13% increase over the 2022 tax levy extension. The increase is made up of a 2.5% CPI increase and the added value of new construction.

In addition, the tax levy request for the Messenger Public Library is included in the 2023 levy ordinance. The Library's 2023 tax levy request (general corporate levy and additional 0.02% building maintenance levy) is \$2,116,900. This represents a \$99,893, or 4.95%, increase over the Library's 2022 final tax extension.

Notice for tonight's public hearing on the 2023 tax levy was published in the Daily Herald on Friday November 24th.

Also included tonight are the 2023 tax levy requests for the five of the Village's six active special service areas (SSA). There are no increases or decreases proposed for the following SSA's:

- Waterford Oaks (SSA #4) \$18,600
- Timber Oaks SSA (SSA #8) \$7,500
- Pinecreek Phase III SSA (SSA #9) \$2,000
- Willow Lakes (SSA #11) \$10,200
- North Aurora Towne Center SSA (SSA #32) \$30,000

We are currently investigating pond improvements for the Oak Hill SSA #7 and plan to bring the levy request to the December 18th Village Board meeting.

Finally, ordinances are presented to abate the 2023 tax levy to pay the Village's outstanding bond issuances. These are: the 2014 General Obligation Alternate Revenue Source Refunding Bonds (for the Police Station construction funded with sales tax revenues) and the 2017 General Obligation Alternate Revenue Source Bonds (for water wells, water tower, and other water related capital projects funded with water user fees).

The following items on the agenda related to the 2023 tax levy include:

- Approval of the Messenger Public Library Resolutions of the Board of Library Trustees for the 2023 Tax Levy and 0.02% Maintenance Tax
- Approval of an Ordinance For The Levy And Assessment of Taxes in and for the Village of North Aurora, Kane County, Illinois for the Fiscal Year Beginning June 1, 2023 and Ending May 31, 2024
- Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area
 #4 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service
 Area #9 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2023 and ending May 31, 2024
- Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)
- Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)

RESOLUTION 02–2023

RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, PROVIDING FOR LEVY FOR THE LIBRARY'S FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024

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

<u>Section 1</u>: Whereas the Library Board of Trustees approved on May 11, 2023 the Budget and Appropriation for FY 2023-2024 (Resolution # 01 - 2023).

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

	AMOUNT BUDGETED AND APPROPRIATED	AMOUNT FROM OTHER SOURCES	AMOUNT TO BE LEVIED
Salaries/Benefits	\$1,381,000		\$1,381,000
Library Equipment & Services	530,900		530,900
Library Materials	\$205,000		\$205,000
Capital Projects	\$450,000	\$450,000	\$0
TOTAL CORPORATE:	\$2,566,900	450,000	2,116,900
TOTAL BUILDING MAINTENANCE:	\$115,400		\$115,400

	AMOUNT APPROPRIATED	REVENUE OTHER SOURCES	AMOUNT LEVIED
Total Corporate	2,451,500	\$450,000	2,001,500
Total Building and Maintenance	\$115,400		\$115,400
	2,566,900	\$450,000	2,116,900

Section 3: The amount to be levied as stated above (\$2,116,900) should be incorporated in the financial ordinances of the Village, including the Village's next levy to be filed in 2023.

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

ADOPTED this 12 th day of October 2023, pursuant to a roll call v	ote as follows:
AYES: Steed, Belley, Cranford, Sape	son, Carlson, bay, Hicks
NAYS:	
ABSENT:	
APPROVED by me this 12th day of October 2023.	
Pre	sident Mark Saperston
ATTEST:	
Secretary of Board, Peggy Carlson	

Resolution 03-2023

RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE MESSENGER PUBLIC LIBRARY

OF NORTH AURORA, IL.

FOR .02% MAINTENANCE TAX LEVY

BE IT RESOLVED, by the Board of Library Trustees of the Village of North Aurora, Illinois, that an additional tax of .02% of the value of all taxable property in the Village as equalized or assessed by the Department of Revenue be levied for the fiscal Year beginning June 1, 2023 – May 31, 2024, by the Library's corporate authority for the maintenance, repairs, and alterations of library buildings and equipment, etc., as authorized by State of Illinois 75 ILCS 16/35(b).

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

Ayes Steed Berle, Crafurd, Superstan, Carlson, Bo	de,	HCKS
Nays O) '	
Abstain		
Absent		
MI		
Mark Saperston President of the Messenger Library Board of Trustees		
freggy Carron	-,	
Peggy Carlson, Secretary of the Messenger Library Board of Trustees		

DATE: October 12, 2023



State of Illinois)) ss. County of Kane)
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542
This page is added for the purpose of affixing Recording Information
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS
Ordinance Number:
Ordinance for the Levy and Assessment of Taxes in and for the Village of North Aurora and the Messenger Public Library, Kane County, Illinois for the Fiscal Year Beginning June 1, 2023 and Ending May 31, 2024 As it appears in the records of the Village of North Aurora, Kane County, Illinois
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023

Record and return to:

Natalie Stevens Community and Board Relations Coordinator Village of North Aurora 25 E. State Street North Aurora, IL 60542 630-897-8228

ORDINANCE NO.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES IN AND FOR THE VILLAGE OF NORTH AURORA AND THE MESSENGER PUBLIC LIBRARY, KANE COUNTY, ILLINOIS

FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS:

SECTION 1. That the sum of \$4,917,900 be and the same is hereby levied from and against all the real and personal property within the limits of the Village of North Aurora subject to taxation according to the ad valorem value of the said property after same is assessed and equalized for State and County purposes for the current fiscal year and said Village of North Aurora commencing June 1, 2023 and ending May 31, 2024, the objects and purposes and respective amounts for which budget were heretofore made and the objects and purposes and the respective amounts hereby levied and assessed the aggregate sum of \$4,917,900 are as follows ("Year Ending May 31, 2024 Levy"):

2023/24

	Amount Budgeted	Other Sources	Amount Levied
GENERAL FUND			
LEGISLATIVE AND BOARDS	#40.000		
Stipend - Village President	\$10,800		
Stipend - Trustees	43,200		
Stipend - Village Clerk	7,200		
Stipend - Liquor Commission	1,200		
Per Diem - Police Pension Board	1,250		
Per Diem - Plan Commission	3,500		
FICA - Social Security and Med	4,775		
Legal	5,000		
Conferences and Travel	1,150		
Dues and Meetings	11,985		
Office Expenses	850		
Misc. Expenditures	19,500		
Equipment	500		
LEGISLATIVE AND BOARDS	\$110,910	\$104,530	\$6,380
A DMINUTINIA NOT			
ADMIN/FINANCE	#000 00 5		
Salaries - Regular	\$863,225		
Salaries - Part-time	72,385		
Overtime	1,000		
FICA - Social Security and Med	71,650		
IMRF	95,245		
Health Insurance	101,855		
PSEBA Benefits	28,200		
Life Insurance	150		
Dental Insurance	2,890		
Legal Services	40,000		
Audit Services	24,960		
Finance Services	31,900		
Professional/Consulting Fees	60,000		

Conferences and Travel	14,200		
Seminars and Training	14,000		
Dues and Meetings	5,080		
Office Expenses	5,000		
Information Technology Supplies	7,500		
Postage	1,750		
Publishing/Advertising	3,840		
Printing	13,125		
Equipment/IT Repair and Maint.	135,925		
Website Maintenance	5,150		
Banking Services/Fees	15,500		
_	14,000		
Phones and Connectivity Miscellaneous			
	15,605		
Equipment	7,000		
Vehicle Equipment Fund Charges	12,560	******	
ADMIN/FINANCE	\$1,663,695	\$1,581,095	\$82,600
POLICE COMMISSION			
Meetings Per Diem	\$1,800		
Legal	500		
Recruit Testing	6,500		
Dues and Meetings	375		
POLICE COMMISSION	\$9,175	\$9,175	\$-
<u>POLICE</u>			
Salaries - Regular	\$3,753,510		
Salaries - Part-time	69,755		
Salaries - Overtime	133,000		
Salaries - Court Time	12,800		
Service Pay	1,500		
On-Call Pay	20,000		
Specialty Pay	3,120		
FICA - Social Security and Med	307,140		
IMRF	29,630		
Health Insurance	424,740		
Life Insurance	770		
Dental Insurance	10,895		
Police Pension	1,652,490		
Uniform Allowance			
	56,430 55,000		
Legal Services	55,000		
Professional Consulting	4,960		
Conferences and Travel	26,555		
Training	34,010		
Firearm Training	41,700		
Tuition Reimbursement	500		
Dues and Meetings	21,795		
Office Expenses	12,000		
Gas and Oil	72,000		
Prisoner MTCE and Supplies	1,000		
Comfort Dog Supplies	6,135		
Drug Fund	2,000		
Community Service	44,000		
Postage	3,500		
Equipment/IT Repair and Maint.	73,770		
Vehicle Repair and Maint.	55,500		
•	,		

Animal Control	1,000		
Investigations	17,025		
Evidence Processing	4,000		
Emergency Management	23,900		
Phones and Connectivity	65,600		
Dispatching Services	250,000		
Miscellaneous	10,735		
Equipment	26,600		
Vehicle Equipment Fund Charges	238,550		
POLICE POLICE	\$7,567,615	\$5,307,305	\$2,260,310
	φτ,50τ,015	φ3,30 <i>1</i> ,303	ΨZ,Z00,310
COMMUNITY DEVELOPMENT			
Salaries - Regular	\$468,315		
Salaries - Overtime	6,500		
	36,325		
FICA - Social Security and Med IMRF			
	48,860		
Health Insurance	68,850		
Life Insurance	110		
Dental Insurance	1,505		
Uniform Allowance	500		
Engineering Services	40,000		
Legal Services	20,000		
Planning	5,000		
Inspection Services	135,000		
Professional Consulting Fees	10,000		
Conferences and Travel	9,300		
Training	2,800		
Dues and Meetings	6,365		
Office Expenses	4,000		
Gas and Oil	4,000		
Postage	1,800		
Publishing	3,000		
Printing	500		
Equipment/IT Repair and Maint.	500		
Vehicle Repair and Maint.	1,000		
Grass Cutting	1,500		
Phones and Connectivity	8,800		
Miscellaneous	1,500		
Equipment	500		
Vehicle Equipment Fund Charges	14,525		
COMMUNITY DEVELOPMENT	\$901,055	\$856,250	\$44,805
PUBLIC WORKS	* 4 * * * * * * * * * *		
Salaries - Regular	\$1,209,165		
Salaries - Part-time	17,000		
Salaries - Overtime	60,000		
On-Call Pay	20,500		
FICA - Social Security and Med	99,965		
IMRF	133,215		
Health Insurance	189,500		
Life Insurance	325		
Dental Insurance	5,370		
Uniform Allowance	5,950		
Engineering Services	12,000		
Legal Services	7,500		
	7,000		

Conferences and Travel	9,700		
Training	9,900		
Dues and Meetings	3,360		
Office Expenses	2,970		
Custodial Supplies	10,600		
Safety Supplies	2,000		
Tools	5,000		
Salt	4,000		
Gas and Oil	50,000		
Postage	800		
Publishing	1,500		
Printing	100		
Equipment/IT Repair and Maint.	13,000		
Vehicle Repair and Maint.	120,500		
Public Buildings Repair and Maint.	132,300		
Mosquito Control	62,000		
Public Grounds Repair and Maint	77,500		
Grass Cutting	60,265		
Tree Service	144,000		
Snow Removal	150,000		
Streets and Alleys Repair and Maint.	52,640		
Sidewalks Repair and Maint.	28,000		
Storm Drain Maintenance	41,000		
Traffic Signs and Signals	30,000		
Phones and Connectivity	18,000		
Utility	2,500		
Miscellaneous	5,000		
Equipment Purchases	27,500		
Vehicle Equipment Fund Charges	238,750		
Vehicle Equipment Fund Charges PUBLIC WORKS	238,750 \$3,063,375	\$2,954,470	\$108,905
PUBLIC WORKS		\$2,954,470	\$108,905
PUBLIC WORKS NON-DEPARTMENTAL	\$3,063,375	\$2,954,470	\$108,905
PUBLIC WORKS NON-DEPARTMENTAL Fireworks	\$3,063,375 \$36,250	\$2,954,470	\$108,905
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events	\$3,063,375 \$36,250 36,500	\$2,954,470	\$108,905
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee	\$3,063,375 \$36,250 36,500 21,000	\$2,954,470	\$108,905
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates	\$3,063,375 \$36,250 36,500 21,000 345,000	\$2,954,470	\$108,905
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee	\$3,063,375 \$36,250 36,500 21,000	\$2,954,470 \$448,750	\$108,905 \$-
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000		
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750		
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750		
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000		
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500	\$448,750	\$-
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000		
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500	\$448,750	\$-
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance INSURANCE FUND SUBTOTAL VILLAGE	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500 \$381,500	\$448,750 \$83,500	\$298,000
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance INSURANCE FUND SUBTOTAL VILLAGE DEBT SERVICE	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500 \$381,500 \$14,146,075	\$448,750 \$83,500	\$298,000
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance INSURANCE FUND SUBTOTAL VILLAGE	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500 \$381,500	\$448,750 \$83,500	\$298,000 \$2,801,000
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance INSURANCE FUND SUBTOTAL VILLAGE DEBT SERVICE Bonds and Interest DEBT SERVICE	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500 \$381,500 \$14,146,075	\$448,750 \$83,500 \$11,345,075	\$298,000
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance INSURANCE FUND SUBTOTAL VILLAGE DEBT SERVICE Bonds and Interest DEBT SERVICE LIBRARY FUND	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500 \$381,500 \$14,146,075 \$- \$-	\$448,750 \$83,500 \$11,345,075	\$298,000 \$2,801,000
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance INSURANCE FUND SUBTOTAL VILLAGE DEBT SERVICE Bonds and Interest DEBT SERVICE LIBRARY FUND Salaries/Benefits	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500 \$381,500 \$14,146,075 \$- \$- \$- \$-	\$448,750 \$83,500 \$11,345,075	\$298,000 \$2,801,000
PUBLIC WORKS NON-DEPARTMENTAL Fireworks Community Events Beautification Committee Sales Tax Rebates Misc. Expenditures NON-DEPARTMENTAL INSURANCE FUND Unemployment Tax Insurance Claims Liability Insurance INSURANCE FUND SUBTOTAL VILLAGE DEBT SERVICE Bonds and Interest DEBT SERVICE LIBRARY FUND	\$3,063,375 \$36,250 36,500 21,000 345,000 10,000 \$448,750 \$8,000 25,000 348,500 \$381,500 \$14,146,075 \$- \$-	\$448,750 \$83,500 \$11,345,075	\$298,000 \$2,801,000

Technology Equipment, Resources, Services Audit General Operating and Admin Programming and Outreach Utilities and Telecommunication Insurance Furniture Fixtures Capital Building Project LIBRARY FUND LIBRARY BLDG & EQUIP. MAINT. Library Bldg Equip & Maint LIBRARY BLDG & EQUIP. MAINT.	145,000 12,000 81,500 66,000 52,000 29,000 11,000 450,000 \$2,451,500 \$115,400	\$450,000	\$2,001,500 \$115,400
GRAND TOTAL	\$16,712,975	\$11,795,075	\$4,917,900
Recapitulation	Budget Amount	Other Sources	Amount Levied
LEGISLATIVE	\$106,135	\$101,135	\$5,000
ADMIN/FINANCE	1,456,800	1,426,800	30,000
POLICE COMMISSION	9,175	9,175	475.000
POLICE COMMUNITY DEVELOPMENT	5,404,845 815,870	5,229,845 795,870	175,000 20,000
PUBLIC WORKS	2,830,195	2,789,195	41,000
NON-DEPARTMENTAL	448,750	448,750	-
SUB TOTAL corporate	\$11,071,770	\$10,800,770	\$271,000
OTHER			
AUDIT	\$40,000	\$36,000	\$4,000
LIABILITY INSURANCE	373,500	78,500	295,000
POLICE PROTECTION	173,510	11,510	162,000
EMPLOYER'S SOCIAL SECURITY	519,855	369,855	150,000
UMEMPLOYMENT INSURANCE IMRF	8,000 306,950	5,000 216,950	3,000 90,000
POLICE PENSION	1,652,490	(173,510)	1,826,000
BONDS AND INTEREST	-	(110,010)	.,0=0,000
SUB TOTAL	\$3,074,305	\$544,305	\$2,530,000
VILLAGE SUBTOTAL	\$14,146,075	\$11,345,075	\$2,801,000
LIBRARY FUND LIBRARY BLDG. & EQUIP. MAINT.	\$2,451,500 115,400	\$450,000 -	\$2,001,500 115,400
LIBRARY SUB TOTAL	\$2,566,900	\$450,000	\$2,116,900
TOTALS:	\$16,712,975	\$11,795,075	\$4,917,900

SECTION 2. That express reference for greater certainty is hereby made to the Budget of the Village of North Aurora, Kane County, Illinois for the fiscal year beginning June 1, 2023, and ending May 31, 2024, adopted by the Board of Trustees of the Village of North Aurora, Kane County, Illinois on May 1, 2023, and thereafter published and recorded according to law, in which said Budget said Board budgeted such sums of

money as are deemed necessary to defray all expenses and liabilities of said Village of North Aurora, Kane County, Illinois, for said fiscal year and in which was budgeted for each object or purpose specified, and in which said Budget has been amended by Ordinance since adoption.

SECTION 3. That the Year Ending May 31, 2024 Levy is less than five percent (5%) greater than the extensions for the fiscal year beginning June 1, 2022, and ending May 31, 2023; notice of the Truth in taxation Hearing was published on November 24, 2023, and the hearing was conducted pursuant to the notice prior to passage of this Ordinance on December 4, 2023.

SECTION 4. That the Village Clerk of the Village of North Aurora, Kane County, Illinois is hereby directed to cause to be filed forthwith with the County Clerk of Kane County, Illinois, a certified copy of this Ordinance.

SECTION 5. That this Ordinance shall be printed in pamphlet form by authority of the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, its approval by the President of said Board, its recording by the Clerk, and lapse of time as prescribed by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of December, 2023.

Passed by the Board of Trustees of day of December, 2023	of the Village of North Aurora, Kane County, Illinois this
Jason Christiansen	Laura Curtis
Mark Guethle	Michael Lowery
Todd Niedzwiedz	Carolyn Bird Salazar
Approved and signed by me as	President of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this day	of2023, A.D.
ATTEST:	Mark Gaffino, Village President

Village Clerk

State of Illinois)) ss. County of Kane)
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542
This page is added for the purpose of affixing Recording Information
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS
Ordinance Number:
AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024
As it appears in the records of the Village of North Aurora, Kane County, Illinois
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023

ORDINANCE NO.	
---------------	--

AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024

WHEREAS, Ordinance No. 96-24 establishing the Waterford Oaks Special Service Area (the "Special Service Area") was passed on July 22, 1996, as amended by Ordinance No. 10-11-01-01 passed on November 1, 2010, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$18,600.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Waterford Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law.

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

- 1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
- 2. That the amount of \$18,600.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2023 and ending May 31, 2024 for the Waterford Oaks Special Service Area;
- 3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Vill day of, 2023, A.D.	age of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Village of, 2023, A.D.	e of North Aurora, Kane County, Illinois this day
Jason Christiansen Mark Guethle Todd Niedzwiedz	Laura Curtis Michael Lowery Carolyn Bird Salazar
Approved and signed by me as President of the Boa	ard of Trustees of the Village of North Aurora, Kane
County, Illinois this day of	2023, A.D.
ATTEST:	Mark Gaffino, Village President

Village Clerk

State of Illinois)) ss. County of Kane)
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542
This page is added for the purpose of affixing Recording Information
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS
Ordinance Number:
AN ORDINANCE LEVYING THE TAXES FOR THE TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024
As it appears in the records of the Village of North Aurora, Kane County, Illinois
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023

ORDINANCE NO.	

AN ORDINANCE LEVYING THE TAXES FOR THE TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024

WHEREAS, Ordinance No. 96-37 establishing the Timber Oaks Special Service Area (the "Special Service Area") was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$7,500.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Timber Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

- 1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
- 2. That the amount of \$7,500.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2023 and ending May 31, 2024 for the Timber Oaks Special Service Area;
- 3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the day of, 2023, A.D.	Village of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Villa day of, 2023, A.D.	ge of North Aurora, Kane County, Illinois this
Jason Christiansen Mark Guethle Todd Niedzwiedz	Laura Curtis Michael Lowery Carolyn Bird Salazar
Approved and signed by me as President	of the Board of Trustees of the Village of North
Aurora, Kane County, Illinois this day of _	2023, A.D.
ATTEST:	Mark Gaffino, Village President

Village Clerk

State of Illinois)) ss. County of Kane)	
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542	
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542	
This page is added for the purpose of affixing Recording Information	
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS	
Ordinance Number:	
AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III) SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024	
As it appears in the records of the Village of North Aurora, Kane County, Illinois	
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023	

ORDINANCE	NO.
------------------	-----

AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III) SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024

WHEREAS, Ordinance No. 97-22 establishing the Pinecreek (Phase III) Special Service Area (the "Special Service Area") was passed on July 14, 1997 for the property collectively described therein; and

WHEREAS, the cost for the maintenance of the Special Service Area is \$2,000.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Pinecreek (Phase III) Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

- 1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
- 2. That the amount of \$2,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2023 and ending May 31, 2024 for the Pine Creek (Phase III) Special Service Area;
- 3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the day of, 2023, A.D.	Village of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Villa day of, 2023, A.D.	ge of North Aurora, Kane County, Illinois this
Jason Christiansen Mark Guethle Todd Niedzwiedz	Laura Curtis Michael Lowery Carolyn Bird Salazar
Approved and signed by me as President Aurora, Kane County, Illinois this day of _	of the Board of Trustees of the Village of North 2023, A.D.
ATTEST:	Mark Gaffino, Village President

Village Clerk

State of Illinois)) ss. County of Kane)	
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542	
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542	
This page is added for the purpose of affixing Recording Information	
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS	
Ordinance Number:	
AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024 As it appears in the records of the Village of North Aurora, Kane County, Illinois	
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023	

ORDINANCE NO.

AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024

WHEREAS, Ordinance No. 98-2 establishing the Willow Lakes Special Service Area (the "Special Service Area") was passed on February 9, 1998 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$10,200.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Willow Lakes Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

- 1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees:
- 2. That the amount of \$10,200.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2023 and ending May 31, 2024 for the Willow Lakes Special Service Area;
- 3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the day of, 2023, A.D.	e Village of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Vilday of, 2023, A.D.	lage of North Aurora, Kane County, Illinois this
Jason Christiansen Mark Guethle Todd Niedzwiedz	Laura Curtis Michael Lowery Carolyn Bird Salazar
Approved and signed by me as President of the B	Board of Trustees of the Village of North Aurora, Kane
County, Illinois this day of	2023, A.D.
ATTEST:	Mark Gaffino, Village President

Village Clerk

State of Illinois)) ss. County of Kane)
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542
This page is added for the purpose of affixing Recording Information
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS
Ordinance Number:
AN ORDINANCE LEVYING THE TAXES FOR THE NORTH AURORA TOWNE CENTRE SERVICE AREA #32 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024 As it appears in the records of the Village of North Aurora, Kane County, Illinois
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023

AN ORDINANCE LEVYING THE TAXES FOR THE NORTH AURORA TOWNE CENTRE SERVICE AREA #32 FOR THE FISCAL YEAR BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024

WHEREAS, Ordinance No. 05-10-24-02 establishing the North Aurora Towne Centre Service Area #32 (the "Special Service Area") was passed on October 24, 2005, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$30,000.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the North Aurora Towne Centre Service Area #32 was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

- 1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
- 2. That the amount of \$30,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2023, and ending May 31, 2024, for the North Aurora Towne Centre Service Area #32;
- 3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Vil day of, 2023, A.D.	lage of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Village of, 2023, A.D.	e of North Aurora, Kane County, Illinois this day
Jason Christiansen Mark Guethle Todd Niedzwiedz Approved and signed by me as President of	Laura Curtis Michael Lowery Carolyn Bird Salazar the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this day of	2023, A.D.
ATTEST:	Mark Gaffino, Village President

Village Clerk

State of Illinois)) ss. County of Kane)	
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542	
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542	
This page is added for the purpose of affixing Recording Information	
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS	
Ordinance Number:	
AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY DEBT SERVICE ON \$6,885,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014 (ALTERNATE REVENUE SOURCE), OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS	
As it appears in the records of the Village of North Aurora, Kane County, Illinois	
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023	

ORDINANCE NO.	

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY DEBT SERVICE ON \$6,885,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014 (ALTERNATE REVENUE SOURCE), OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20th day of October, 2014 (the "Ordinance"), did provide for the issue of \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source), dated November 13, 2014 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2023 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues

Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for
the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the Bonds be abated.

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance	e shall be in full force and effect forthwith upon its
adoption.	
Presented to the Board of Trustees of the day of, 2023, A.D.	Village of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Vil of, 2023, A.D.	lage of North Aurora, Kane County, Illinois this day
Jason Christiansen Mark Guethle Todd Niedzwiedz	3 C 1 1 T
Approved and signed by me as President	of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this day of	2023, A.D.
ATTEST:	Mark Gaffino, Village President
Village Clerk	

State of Illinois)) ss. County of Kane)		
Prepared by: Village of North Aurora 25 E. State Street North Aurora, IL 60542		
Return to: Village Clerk Village of North Aurora 25 E. State St. North Aurora, IL 60542		
This page is added for the purpose of affixing Recording Information		
VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS		
Ordinance Number:		
AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY DEBT SERVICE ON \$5,800,000 GENERAL OBLIGATION BONDS, SERIES 2017 (ALTERNATE REVENUE SOURCE), OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS		
As it appears in the records of the Village of North Aurora, Kane County, Illinois		
Adopted by the Board of Trustees and President of the Village of North Aurora the day of, 2023		

ORDINANCE NO	•

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY DEBT SERVICE ON \$5,800,000 GENERAL OBLIGATION BONDS, SERIES 2017 (ALTERNATE REVENUE SOURCE), OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20th day of March, 2017 (the "Ordinance"), did provide for the issue of \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source), dated April 4, 2017 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2023 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues

Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for
the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2023 to pay the Bonds be abated.

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2023 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance	e shall be in full force and effect forthwith upon its
adoption.	
Presented to the Board of Trustees of the day of, 2023, A.D.	Village of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Vil of, 2023, A.D.	lage of North Aurora, Kane County, Illinois this day
Jason Christiansen Mark Guethle Todd Niedzwiedz	3 C 1 1 T
Approved and signed by me as President	of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this day of	2023, A.D.
ATTEST:	Mark Gaffino, Village President
Village Clerk	

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: December 4, 2023

RE: Approval of 0.5% Non-Home Rule Sales Tax Increase Ballot Question

At the October 16, 2023 Committee of the Whole meeting, staff presented various funding options for the future public works facility and long-term capital plan. One of the options discussed was increasing the Village's non-home rule sales tax from 0.5% to 1.0% (the maximum allowable). This increase is projected to bring \$1.3 to \$1.5 million in new revenue annually. Per State statute, non-home rule sales tax revenue can be used on public infrastructure, property tax relief, and/or municipal operations (until July 1, 2030).

At the November 20, 2023 Committee of the Whole meeting, staff presented a brief presentation explaining the referendum process and a proposed referendum ballot question. As a non-home rule community, the Village must receive voter approval to increase its non-home rule sales tax. To place a referendum question on the March 19, 2024 General Primary ballot, the Village Board must approve a resolution initiating a public question and provide a certified copy to the Kane County Clerk by January 11, 2024. If the referendum passes, the Village would then pass an ordinance increasing its non-home rule sales tax to 1%. The ordinance and certified election results would then be filed with the Illinois Department of Revenue, and the new tax would begin on July 1, 2024.

The proposed question presented at the November 20, 2023 Committee of the Whole meeting, which followed the State statute, is below:

"Shall the corporate authorities of the Village of North Aurora, Kane County, Illinois, increase its Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax from 0.5% to a rate of 1.0% for expenditures on municipal operations, expenditures on public infrastructure, and/or for property tax relief?"

When the Village first passed its 0.5% non-home rule sales tax in 2003, the only purpose listed was funding necessary infrastructure improvements. At that time, the only other allowable option was property tax relief, which the Village opted not to include. Since then, the option of municipal operations has been added, but only through July 1, 2030. The Board needs to decide which purpose(s) we are asking to raise funds for.

Staff is proposing two different referendum questions: one that continues the purpose of infrastructure improvements only and one that includes all three allowable purposes. The proposed questions were submitted to the Illinois Department of Revenue for approval since they vary slightly from the referendum question included in the State statute.

"Shall the Village of North Aurora increase its Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax (i.e., local municipal sales tax) from 0.5% to a rate of 1.0% for expenditures on public improvements and infrastructure?"

or

"Shall the Village of North Aurora increase its Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax (i.e., local municipal sales tax) from 0.5% to a rate of 1.0% for expenditures on municipal operations, expenditures on public improvements and infrastructure, and/or for property tax relief?"

Attached are two different resolutions for approval that contain the versions of the referendum question noted. Staff is requesting the Village Board to choose a proposed question and vote on the corresponding resolution.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Resolution No.	
•	

A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO INCREASE THE VILLAGE'S EXISTING LOCAL MUNICIPAL SALES TAX FROM 1/2% TO A RATE OF 1% TO THE VOTERS OF THE VILLAGE OF NORTH AURORA

	Adopted by t	the
Board	l of Trustees and	d President
of th	e Village of Nor	th Aurora
this	day of	, 2023

Pu	blished in Pamp	hlet Form
by author	ity of the Board	of Trustees of the
Village of N	orth Aurora, Ka	ne County, Illinois,
this _	day of	, 2023
by		•

Signed	
_	

Resolution No.

A Resolution Initiating the Submission of a Public Question to

Increase the Village's Existing Local Municipal Sales Tax

From 1/2% to a Rate of 1% to the Voters of the

Village of North Aurora

WHEREAS, the Village of North Aurora (the Village), pursuant to a duly held referendum held in April 2003, and as provided by Section 8-11-1.1 of the Illinois Municipal Code (65 ILCS 5/8-11-1.1), adopted an ordinance imposing a tax of ½ of 1% on all persons engaged in the business of making sales of service as provided in Sections 8-11-1.3 and 8-11-1.4, respectively, of the Illinois Municipal Code (65 ILCS 5/8-11-1.3 and 8-11-1.4); and

WHEREAS, the sales tax collected has been used for expenditures on public infrastructure; and

WHEREAS, Section 8-11-1.3 and 8-11-1.4 of the Illinois Municipal Code states the Village may increase said taxes in 1/4% increments pursuant to a duly held referendum; and

WHEREAS, the Board has determined that the existing Village funds are not sufficient to provide funds to pay the cost of providing an adequate public infrastructure system to meet the present and future needs of the residents of the Village; and

WHEREAS, the Board has determined that a need exists for increasing the current funding for expenditures on infrastructure and public improvements; and

WHEREAS, before the Board is authorized to increase its retailers' occupation tax and its municipal service occupation tax for expenditures on infrastructure and public improvements from 1/2 of 1% to 1%, a proposition authorizing the Board to impose such taxes must be submitted to the voters of the Village as provided by Section 8-11-1.1 of the Illinois Municipal Code, 65 ILCS 5/8-11-1.1, and all laws amendatory thereof and supplemental thereto, and such proposition must be approved by a majority of the voters of the Village voting on such proposition at an election held in and for the Village; and

WHEREAS, the Board hereby deems it advisable, necessary and in the best interests of the Village and its residents that the proposition to authorize the Board to increase its retailers' occupation tax and its municipal service occupation tax from 1/2% to a rate of 1% for expenditures on infrastructure and public improvements be submitted to the voters of the Village at an election to be held and conducted in accordance with the general election law.

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.

A public question shall be submitted to voters of the Village of North Aurora, County of Kane, State of Illinois, at the March 19, 2024 General Primary Election as follows:
"Shall the Village of North Aurora increase its Non-Home Rule Municipal Retailers'

Occupation Tax and Non-Home Rule Municipal Service Occupation Tax (i.e., local municipal sales tax) from 0.5% to a rate of 1.0% for expenditures on public improvements and infrastructure?"

- 3. Upon the passage and approval of this Resolution, the Village Clerk is hereby authorized and directed to certify to the local election authority in accordance with Section 28-5 of the Illinois Election Code the question described above to be considered at the next General Primary Election on March 19, 2024.
- 4. This Resolution shall take immediate full force and effect from and after its passage, approval by the President, and publication as required by law.

Presented to the Board of Trustees of the day of, 2023, A.D.	Village of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the Vaday of, 2023, A.D.	illage of North Aurora, Kane County, Illinois this
Jason Christiansen	Laura Curtis
Mark Guethle	Michael Lowery
Todd Niedzwiedz	Carolyn Bird Salazar
Approved and signed by me as President Kane County, Illinois this day o	of the Board of trustees of the Village of North Aurora, f, 2023 A.D.
ATTEST:	Village President Mark Gaffino
Village Clerk	



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Resolution No.	
•	

A RESOLUTION INITIATING THE SUBMISSION OF A PUBLIC QUESTION TO INCREASE THE VILLAGE'S EXISTING LOCAL MUNICIPAL SALES TAX FROM 1/2% TO A RATE OF 1% TO THE VOTERS OF THE VILLAGE OF NORTH AURORA

	Adopted by t	the
Board	l of Trustees and	d President
of th	e Village of Nor	th Aurora
this	day of	, 2023

Pu	blished in Pamp	hlet Form
by author	ity of the Board	of Trustees of the
Village of N	orth Aurora, Ka	ne County, Illinois,
this _	day of	, 2023
by		•

Signed	
_	

Resolution No.

A Resolution Initiating the Submission of a Public Question to

Increase the Village's Existing Local Municipal Sales Tax

From 1/2% to a Rate of 1% to the Voters of the

Village of North Aurora

WHEREAS, the Village of North Aurora (the Village), pursuant to a duly held referendum held in April 2003, and as provided by Section 8-11-1.1 of the Illinois Municipal Code (65 ILCS 5/8-11-1.1), adopted an ordinance imposing a tax of ½ of 1% on all persons engaged in the business of making sales of service as provided in Sections 8-11-1.3 and 8-11-1.4, respectively, of the Illinois Municipal Code (65 ILCS 5/8-11-1.3 and 8-11-1.4); and

WHEREAS, the sales tax collected has been used for expenditures on public infrastructure; and

WHEREAS, the Illinois Municipal Code provides that the sales tax collected pursuant to Sections 8-11-1.3 and 8-11-1.4 may also be used on municipal operations and/or property tax relief pursuant to a duly held referendum; and

WHEREAS, Section 8-11-1.3 and 8-11-1.4 of the Illinois Municipal Code states the Village may increase said taxes in 1/4% increments pursuant to a duly held referendum; and

WHEREAS, the Board has determined that the existing Village funds are not sufficient to provide funds to pay the cost of providing an adequate public infrastructure system to meet the present and future needs of the residents of the Village; and

WHEREAS, the Board has determined that a need exists to use such taxes on municipal operations in order to maintain municipal services to the residents of the Village; and

WHEREAS, the Board has determined that there is a need for property tax relief to all classes of property within the Village; and

WHEREAS, the Board has determined that a need exists for increasing the current funding for expenditures on municipal operations, expenditures on public infrastructure, and/or property tax relief; and

WHEREAS, before the Board is authorized to increase its retailers' occupation tax and its municipal service occupation tax for expenditures on municipal operations, public infrastructure, and/or for property tax relief from 1/2 of 1% to 1%, a proposition authorizing the Board to impose such taxes must be submitted to the voters of the Village as provided by Section 8-11-1.1 of the Illinois Municipal Code, 65 ILCS 5/8-11-1.1, and all laws amendatory thereof and supplemental thereto, and such proposition must be approved by a majority of the voters of the Village voting on such proposition at an election held in and for the Village; and

WHEREAS, the Board hereby deems it advisable, necessary and in the best interests of the health, safety, and welfare of the Village and its residents that the proposition to authorize the

Board to increase its retailers' occupation tax and its municipal service occupation tax from 1/2% to a rate of 1% for expenditures on municipal operations, public infrastructure, and/or for property tax relief be submitted to the voters of the Village at an election to be held and conducted in accordance with the general election law.

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

- 1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
- 2. A public question shall be submitted to voters of the Village of North Aurora, County of Kane, State of Illinois, at the March 19, 2024 General Primary Election as follows:
 - "Shall the Village of North Aurora increase its Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax (i.e., local municipal sales tax) from 0.5% to a rate of 1.0% for expenditures on municipal operations, expenditures on public improvements and infrastructure, and/or for property tax relief?"
- 3. Upon the passage and approval of this Resolution, the Village Clerk is hereby authorized and directed to certify to the local election authority in accordance with Section 28-5 of the Illinois Election Code the question described above to be considered at the next General Primary Election on March 19, 2024.
- 4. This Resolution shall take immediate full force and effect from and after its passage, approval by the President, and publication as required by law.

Presented to the Board of Trustees of th day of, 2023, A.D.	e Village of North Aurora, Kane County, Illinois this
Passed by the Board of Trustees of the day of, 2023, A.D.	Village of North Aurora, Kane County, Illinois this
Jason Christiansen	Laura Curtis
Mark Guethle	Michael Lowery
Todd Niedzwiedz	Carolyn Bird Salazar

Approved and signed by me a Kane County, Illinois this		the Board of trustees of the Village of North Aurora, 2023 A.D.
ATTEST:		Village President Mark Gaffino
Village Clerk	<u></u>	