



**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, DECEMBER 18, 2023 - 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**ZOOM VIEWING INFORMATION**

**Website Address:** <https://us02web.zoom.us/j/85905070281>

**Meeting ID:** 859 0507 0281 | **Dial In:** +1 312 626 6799

**AGENDA**

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

**ROLL CALL**

**PUBLIC HEARING**

Establishing Special Service Area #46  
Oak Hill Special Service Area

**AUDIENCE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 12/04/2023; Committee of the Whole Minutes dated 12/04/2023
2. Bills List Dated 12/18/2023 in the Amount of **\$508,427.57**

**NEW BUSINESS**

1. Approval of Resolution to Allow Use of Village of North Aurora Logo
2. Approval of an Ordinance Amending The North Aurora Code Section 5.08.350 By Decreasing The Number Of Class D Liquor Licenses Authorized In The Village Of North Aurora (Jay's Wine and Liquors)
3. Approval of an Ordinance Amending The North Aurora Code Section 5.08.350 By Increasing The Number Of Class D Liquor Licenses Authorized In The Village Of North Aurora (Jay's Wine and Liquors)
4. Approval of Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year Beginning June 1, 2023 and Ending May 31, 2024
5. Approval of an Ordinance Establishing Special Service Area No. 46 (840 Ice Cream Drive Development) In the Village of North Aurora
6. Approval of Resolution to Approve Revisions to the Human Resources Manual for the Village of North Aurora

7. 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
8. Approval to Enter into Agreement for Route 31 ROW Acquisition Services with Santacruz Land Acquisitions in the Amount of **\$26,700.00**
9. Approval to Award Bid for Tanner / Remington Outfall Conveyance Project to Performance Construction & Engineering, LLC in the amount of **\$2,387,878.00**
10. Approval of Settlement Agreement and Reformation of the Contract with Performance Construction & Engineering, LLC for Tanner / Remington Outfall Conveyance Project Amending the Award amount to **\$2,880,878.00**
11. Approval of Supplemental Agreement for Public Works Facility Expansion Civil Engineering Study with WBK Engineering, LLC in the Amount of **\$68,897.00**

#### **VILLAGE PRESIDENT**

#### **TRUSTEE COMMENTS**

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

#### **VILLAGE DEPARTMENT REPORTS**

#### **ADJOURN**

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
Monday, December 4, 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 Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Nathan Darga, Village Attorney Ed Boula, Public Works Director Brian Richter, Deputy Police Chief Joe Gorski.

**PUBLIC HEARING-** 2023 Tax Levy

Mayor Gaffino opened the Public Hearing. There were no speakers in attendance. Mayor Gaffino closed the Public Hearing

**AUDIENCE COMMENTS** – None

**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

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 Curtis –yes. **Motion approved (4-0).**

**NEW BUSINESS**

1. **Approval of Ordinance Amending Title 15 of the North Aurora Code to Adopt New Building Codes**

Community & Economic Development Director Nathan Darga stated that the agenda item was for the final approval of adoption of updated Building Codes. He reminded the Board that the Village was adopting 2021 Codes and touched on a few of the proposed amendments that the Village would also be adopting.

Motion for approval made by Trustee Guethle and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Guethle – yes, Trustee Curtis –yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (4-0).**

**2. Approval of Ordinance Amending Title 17 of the North Aurora Code Regarding Administrative Procedures, Nonconformities, and Other Corrections and Clarifications**

Director Darga stated that this agenda item addressed the Zoning Code amendments that had been discussed at a previous Committee of the Whole meeting, most of which were corrections and clarifications. He said that the one stand out change was to the Public Hearing signage, minimizing the verbiage on them making them easier to read for passers-by.

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Lowery – yes, Trustee Curtis –yes, Trustee Niedzwiedz – yes, Trustee Guethle – yes. **Motion approved (4-0)**

**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**

Director Darga explained that the item was in regard to the establishment of the special service area #46. He stated that during the previous Board meeting the Board approved the resolution for substantial completion for 840 Ice Cream Drive, 950 Ice Cream Drive and the vacant lot in between the existing buildings. As part of the PUD, there is a storm water pond and per Village policy, there is a backup SSA in case it is needed. The Ordinance would start the process of establishing the SSA, there would be a Public Hearing at the next Village Board Meeting on December 18, 2023, and then it would go back before the Village Board for final approval.

Motion for approval made by Trustee Curtis and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Curtis –yes, Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes. **Motion approved (4-0).**

**4. Approval to Award Bid for Orchard Gateway Boulevard Breakaway Modification to Utility Dynamics Corporation in the Amount of \$75,000.00**

Public Works Director Richter stated that the Village had obtained federal funding for the installation of a traffic signal and road widening at the intersection of Orchard Gateway and Hansen. Richter said that due to the federal funding, I-DOT reviews all the documents and they have found that the majority of the Orchard Gateway lights do not have breakaway devices which are required. I-DOT is requiring the Village to modify the lights. The Village went out for bid, Utility Dynamics came back as a low bidder, however the project had not been budgeted. Richter stated that there were sufficient funds within the MFT fund to cover the expenditure. Staff recommended awarding the bid to Utility Dynamics Corporation.

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes. **Motion approved (4-0).**

**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**

Director Richter explained that in 2016 the Village entered into a design contract with Rempe-Sharpe for a 750,000 gallon water tank. The project was bid three times and each time the Village had rejected the bids. The Village had been in the process of completing a Water Model and Water System Master Plan with EEI, during the course of these studies usage information had been obtained regarding Aurora Packing. It was determined that the Village needed a larger capacity water storage tank. The change of tank size required a new set of plans and specifications were needed. Richter stated that the Village had received a proposal from EEI for their services. The proposal was to complete the scope of work in and not to exceed the amount of \$155,100. EEI would be paid on an hourly basis and \$20,300 for their electrical engineer. Richter explained that the project was not budgeted but the Water Fund has adequate funding for the project. Staff believed that it would be beneficial to begin work now as it takes six months for design and approximately a year for construction.

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes. **Motion approved (4-0).**

**6. Approval of the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax**

Finance Director Paprocki stated that the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax had been approved at the library’s Board Meeting on October 12, 2023.

Motion for approval made by Trustee Guethle and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes. **Motion approved (4-0).**

**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**

Director Paprocki stated that this agenda item was the Ordinance to approve the Tax Levy for the Village and the Library. The total Levy was \$4,917,900, made up of the Village’s \$2,801,000 which represents the 2.5% CPI increase and the added value of new construction, as well as the Library’s \$2,116,900.

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes. **Motion approved (4-0).**

**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**

Director Paprocki stated that the Levy was \$188,600 which represented no change from the previous year.

Motion for approval made by Trustee Niedzwiedz and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes, Trustee Guethle – yes. **Motion approved (4-0).**

**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**

Director Paprocki stated that this Levy was \$7,500 which represented no change from the previous year.

Motion for approval made by Trustee Niedzwiedz and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes, Trustee Guethle – yes. **Motion approved (4-0).**

**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**

Director Paprocki stated that this Levy was \$2,000 and represented no change from the previous year.

Motion for approval made by Trustee Lowery and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Lowery – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes. **Motion approved (4-0).**

**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**

Director Paprocki stated that this Levy was for \$10,200 and represented no change from the previous year.

Motion for approval made by Trustee Lowery and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Lowery – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes. **Motion approved (4-0).**

**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**

Director Paprocki stated that the Levy was for \$30,000 and represented no change from the previous year.

Motion for approval made by Trustee Curtis and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Curtis –yes, Trustee Lowery – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes. **Motion approved (4-0).**

**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)**

Director Paprocki stated that these were for the Police Station Debt Service which was pledged by sales tax revenue, no property taxes for the bonds.

Motion for approval made by Trustee Niedzwiedz and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes, Trustee Guethle – yes. **Motion approved (4-0).**

**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)**

Director Paprocki stated that these were the water bonds pledged by water usage.

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes. **Motion approved (4-0).**

**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**

Director Paprocki stated that the item included two resolutions of which one would be selected and voted on. Paprocki explained that after the November 20, 2023 Committee of the Whole meeting, Staff worked to pare the question down but remain within what the statute required by the Department of Revenue. Staff was presenting to the Board two versions of the resolution question. Per the State statute, the Village can utilize non-home rule sales tax revenue only for the purposes of public infrastructure, property tax relief, and/or municipal operations (until July 1, 2030). One version of the question stated that the revenue would be for the purpose of infrastructure improvements only and the second version included all three allowable purposes.

Village Board discussion resulted in agreement to vote on the second version of the question which contained all three purposes, public infrastructure, property tax relief, and/or municipal operations.

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Curtis –yes, Trustee Lowery – yes. **Motion approved (4-0).**

**VILLAGE PRESIDENT** – Mayor Gaffino stated that there had been a good turnout for the Making Spirits Bright event. He commended the Police and he also expressed appreciation for Public Works and all of their efforts readying the park for the event while maintaining leaf collection and salting roads. The Mayor also thanked IT Manager Dave Arndt for his assistance in fixing the Village's North Aurora Days Facebook page after it had been compromised.

**TRUSTEES COMMENTS** – None

**ADMINISTRATOR'S REPORT** – Administrator Bosco thanked Director Richter and the Public Works department for their work in Riverfront Park for the Making Spirits Bright event. Bosco also thanked the Police Department for their presence at the event.

**VILLAGE DEPARTMENT REPORTS**

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

**ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
Monday, December 4, 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 Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Nathan Darga, Village Attorney Ed Boula, Public Works Director Brian Richter, Deputy Police Chief Joe Gorski.

**AUDIENCE COMMENTS** – None

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. Class D Liquor License (Jay's Wine and Liquors)**

Administrator Bosco explained that Jay's Wine and Liquors had been in business for a while, however it was changing ownership. Within the Village, liquor licenses do not transfer with new ownership. The Village Board will vote to remove the Liquor License held by the previous owners and then vote to issue a new one to the new owners. Staff requested that the Board review the paperwork submitted by the new owner. If the Board had no concerns, the request to issue a new Liquor License would be brought before the Village Board at the next Board meeting.

The Board had no questions or concerns.

**2. Local Municipal Sales Tax Referendum**

Administrator Bosco reminded the Board that they had just approved the referendum question that will be on the ballot in the spring. Bosco wanted to share with the Board some of the ideas the Staff had been working on for public outreach in an effort to educate the public. He reminded the Board that the Village's attorneys had advised that Staff and Village Board, in their professional capacities, cannot advocate for the passage of the referendum but can educate with factual information.

Finance Director Paprocki began his presentation with the question that had just previously been approved at the Village Board meeting. The question read "Shall the Village of North Aurora increase its Non-Home Rule Municipal Service Occupation Tax (i.e. local municipal sales tax) from 0.5% to a rate of 1.0% for the expenditures on municipal operations, expenditures on public improvements and infrastructure, an/or for property tax relief?" Paprocki stated that although the question addressing all three purposes for the tax revenue were included in the question, the focus of the public outreach would focus on capital projects and the new public works building.

Paprocki spoke about the Village outreach through Facebook updates. He said that staff had many informational updates planned over the coming months. The first post was planned for the week of December 4, 2023. Then periodic updates were planned around key dates, the start of early voting and



voting by mail, town hall and Public Works open house meetings and Election Day. Paprocki provided a couple of sample Facebook posts.

Paprocki spoke about the use of the community sign in the education campaign and provided a sample of what that might look like.

Paprocki provided a mockup of what the two page newsletter insert would look like. This was planned for the February/March newsletter. The insert would include general information as to what was being considered and why the Village was considering it. The newsletter would also include information about the capital projects that are being considered, including renderings of what the public works facility would look like.

Paprocki stated that the Village was also planning town hall meetings. These meetings would include staff presentations and resident Q & A. There were three dates planned one in each, January 2024, February 2024, and March 2024. Staff was also planning on Public Works garage tours on corresponding dates. These tours would occur the days following the town hall meetings.

Paprocki finished his presentation with discussion of the new dedicated website for referendum information. This would include a summary of the referendum and its need, FAQs, informational graphics, and a calendar of events.

Administrator Bosco added that during town hall meetings staff would go over funding mechanisms that the Village has in place for capital projects, the cost of the upcoming public works facility and show the attendees how much money is dedicated to capital projects and what would happen without a referendum for funding and what scenarios the Village would face in funding certain projects.

Trustee Curtis expressed that she would like to see an emphasis placed on the idea that the tax is a consumption tax that extends beyond the Village's borders. She did not want residents to get stuck in the mindset that it was a tax that only residents would be paying. She wanted to ensure that residents were aware that in order to keep property taxes low, the Village needed other sources of revenue. Trustee Curtis then went on to ask if there was opportunity to change the wording of the referendum question as it appears on the ballot. She stated that she would like to see the phrasing of the question changed to reflect that the purpose of the tax increase would begin the question.

The rest of the Board expressed support for that idea.

Director Paprocki stated that the feedback that he had received from the Department of Revenue was that they wanted the question to read as the statute reads, however, he stated that he could approach them with the revision.

There was further discussion regarding the change in question and the timeline for approval.

#### **EXECUTIVE SESSION** – None

#### **ADJOURNMENT**

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

Respectfully Submitted,

Jessi Watkins  
Village Clerk



# Accounts Payable

## To Be Paid Proof List

User: ablasr  
Printed: 12/13/2023 - 12:31PM  
Batch: 00502.12.2023



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Aflac									
030540									
124086	11/30/2023	249.16	0.00	12/20/2023				No	0
01-000-2053 AFLAC				AFLAC- Nov 2023					
	124086 Total:	249.16							
	Aflac Total:	249.16							
AIM									
046510									
1001297	12/1/2023	133.00	0.00	12/20/2023				No	0
01-430-4267 Finance Services				Flex- Nov 2023					
	1001297 Total:	133.00							
	AIM Total:	133.00							
Allegiant Fire Protection LLC									
467757									
SO057831	10/10/2023	300.99	0.00	12/20/2023				No	0
60-445-4567 Treatment Plant Repair/Maint				Sprinkler 1 Inspection- WTP					
	SO057831 Total:	300.99							
SO057832	10/10/2023	300.99	0.00	12/20/2023				No	0
60-445-4567 Treatment Plant Repair/Maint				Sprinkler 1 Inspection- ETP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	SO057832 Total:	300.99							
	Allegiant Fire Protection L	601.98							
Amundsen Davis, LLC 039030 *** 731046	9/1/2023	20.00	0.00	12/20/2023				No	0
01-430-4260 Legal				Legal Short Pay- August 2023					
	731046 Total:	20.00							
741900	12/4/2023	130.00	0.00	12/20/2023				No	0
01-430-4260 Legal				Legal- November 2023					
	741900 Total:	130.00							
	Amundsen Davis, LLC Tot	150.00							
Anderson Pest Solutions 019770	11/5/2023	103.95	0.00	12/20/2023				No	0
53627112				Pest Control- VH					
01-445-4520 Public Buildings Rpr & Mtce									
	53627112 Total:	103.95							
53628437	11/5/2023	98.45	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Pest Control- PD					
	53628437 Total:	98.45							
55529573	12/3/2023	91.95	0.00	12/20/2023				No	0
60-445-4567 Treatment Plant Repair/Maint				Pest Control- TPs					
	55529573 Total:	91.95							
	Anderson Pest Solutions To	294.35							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
<hr/>									
AT&T Mobility									
468386									
*** 287322262314	11/19/2023	255.62	0.00	12/20/2023				No	0
01-430-4652 Phones and Connectivity				Cell Phone- Admin 10/20 - 11/19					
287322262314 Total:		255.62							
*** 287322262477	11/19/2023	126.36	0.00	12/20/2023				No	0
01-441-4652 Phones and Connectivity				Cell Phone- CommDev 10/20 - 11/19					
287322262477 Total:		126.36							
*** 287322277733	11/19/2023	709.36	0.00	12/20/2023				No	0
01-445-4652 Phones and Connectivity				Cell Phone- PW 10/20 - 11/19					
287322277733 Total:		709.36							
*** 287322279371	11/19/2023	1,013.43	0.00	12/20/2023				No	0
60-445-4652 Phones and Connectivity				Cell Phone- Water 10/20 - 11/19					
287322279371 Total:		1,013.43							
2873222797	11/19/2023	1,325.07	0.00	12/20/2023				No	0
01-440-4652 Phones and Connectivity				Cell Phone- PD 10/20 - 11/19					
2873222797 Total:		1,325.07							
AT&T Mobility Total:		3,429.84							
<hr/>									
Aurora Area Convention									
003770									
12042023	12/4/2023	2,562.86	0.00	12/20/2023				No	0
15-430-4752 90% Tourism Council				NA Lodging Tax/ October 2023					
12042023 Total:		2,562.86							
Aurora Area Convention To		2,562.86							
<hr/>									
Aurora Fastprint									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
029610									
42539-01	11/28/2023	52.91	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Business Cards- Hansen					
42539-01 Total:		52.91							
42539-02	11/28/2023	1,147.20	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Envelopes, OT Tickets					
42539-02 Total:		1,147.20							
42539-03	11/28/2023	64.63	0.00	12/20/2023				No	0
01-410-4411 Office Expenses				Business Cards- Gaffino					
42539-03 Total:		64.63							
Aurora Fastprint Total:		1,264.74							
Aurora Regional									
034120									
241310	7/1/2023	480.00	0.00	12/20/2023				No	0
01-410-4390 Dues & Meetings				Annual Membership Renewal					
241310 Total:		480.00							
Aurora Regional Total:		480.00							
Bluff City Materials									
468391									
488461	11/22/2023	1,136.80	0.00	12/20/2023				No	0
01-445-4544 Storm Drain Maintenance				Spoil Disposal					
488461 Total:		1,136.80							
488467	11/21/2023	852.60	0.00	12/20/2023				No	0
01-445-4544 Storm Drain Maintenance				Spoil Disposal					
488467 Total:		852.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
488638	11/27/2023	142.10	0.00	12/20/2023				No	0
01-445-4544 Storm Drain Maintenance				Spoil Disposal					
488638 Total:		142.10							
Bluff City Materials Total:		2,131.50							
Brian Reid									
041970									
12062023	12/6/2023	350.00	0.00	12/20/2023				No	0
01-439-4015 Police Ccssn Mtgs-per Diem				PD Comm Mtg(7)- 9/1, 9/22, 10/3, 10/9, 10/26, 12/1, 12/5					
12062023 Total:		350.00							
Brian Reid Total:		350.00							
C. O. P. S. Testing Service									
010080									
108632	11/30/2023	625.00	0.00	12/20/2023				No	0
01-439-4380 Recruit Testing				Pre-Employment Polygraph & Psych Testing					
108632 Total:		625.00							
108652	11/4/2023	450.00	0.00	12/20/2023				No	0
01-439-4380 Recruit Testing				Pre-Employment Testing					
108652 Total:		450.00							
C. O. P. S. Testing Service		1,075.00							
Camic Johnson, LTD.									
03989									
*** 155	11/27/2023	350.00	0.00	12/20/2023				No	0
01-440-4260 Legal				Ordinance Violation Hearings- 11/15/23					
155 Total:		350.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Camic Johnson, LTD. Tot	350.00							
Carus Corporation 033300									
SLS 10110824	11/11/2023	5,385.06	0.00	12/20/2023	HMO Chemicals			No	0
60-445-4437 Chemicals - Water Treatment									
	SLS 10110824 Total:	5,385.06							
SLS 10111304	12/1/2023	25.00	0.00	12/20/2023	Delivery Charge- HMO Chemicals			No	0
60-445-4437 Chemicals - Water Treatment									
	SLS 10111304 Total:	25.00							
	Carus Corporation Total:	5,410.06							
CDW Government, Inc. 027170									
ML52610	10/10/2023	1,115.90	0.00	12/20/2023	Monitors (10)			No	0
71-430-4870 Equipment									
	ML52610 Total:	1,115.90							
NG22057	11/22/2023	31,039.84	0.00	12/20/2023	Squad MDT (13)			No	0
71-430-4870 Equipment									
	NG22057 Total:	31,039.84							
NG37975	11/23/2023	5,142.02	0.00	12/20/2023	Squad MDT Extended Warranty (13)			No	0
71-430-4870 Equipment									
	NG37975 Total:	5,142.02							
	CDW Government, Inc. To	37,297.76							
Chicago Communications LLC 468149									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
348571	11/30/2023	561.86	0.00	12/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Squad Repair					
348571 Total:		561.86							
Chicago Communications L		561.86							
Cintas Corporation									
041590									
4174632748	11/20/2023	71.80	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Towel & Rug Cleaning- PW Garage					
4174632748 Total:		71.80							
4176095374	12/5/2023	14.30	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Towel & Rug Cleaning- PW Garage					
4176095374 Total:		14.30							
5183719700	11/10/2023	149.58	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Custodial Supplies					
5183719700 Total:		149.58							
5184126938	11/14/2023	42.84	0.00	12/20/2023				No	0
60-445-4422 Safety Supplies				First Aid Supplies- WTP					
5184126938 Total:		42.84							
5184126952	11/14/2023	42.84	0.00	12/20/2023				No	0
60-445-4422 Safety Supplies				First Aid Supplies- ETP					
5184126952 Total:		42.84							
5184983620	11/20/2023	50.08	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				First Aid Supplies					
5184983620 Total:		50.08							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Cintas Corporation Total:		371.44							
City of Aurora 027870 226284	11/17/2023	545.50	0.00	12/20/2023				No	0
60-445-4562 Testing (water)				Water Testing- Oct 2023					
226284 Total:		545.50							
City of Aurora Total:		545.50							
Comcast 040740 184376668	10/1/2023	839.51	0.00	12/20/2023				No	0
01-440-4510 Equipment/IT Maint				Police Lead Circuit					
184376668 Total:		839.51							
186786266	11/1/2023	839.51	0.00	12/20/2023				No	0
01-440-4510 Equipment/IT Maint				Police Lead Circuit					
186786266 Total:		839.51							
Comcast Total:		1,679.02							
Commonwealth Edison 000330 *** 0146092024	11/3/2023	115.22	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 4 S Willowway					
0146092024 Total:		115.22							
*** 0562144049	11/3/2023	119.76	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1802 Orchard Gateway					
0562144049 Total:		119.76							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 0795092063	11/14/2023	12.18	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 355 Moorfield					
0795092063 Total:		12.18							
*** 0831091279	11/3/2023	48.73	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 19 N Lincolnway					
0831091279 Total:		48.73							
*** 0835082016	11/3/2023	49.40	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1901 Orchard Gateway					
0835082016 Total:		49.40							
*** 0903075187	11/14/2023	12.18	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1197 Comiskey					
0903075187 Total:		12.18							
*** 1047147081	11/3/2023	110.76	0.00	12/20/2023				No	0
01-445-4660 Street Lighting				Silo Lighting/ 8 W State Street					
1047147081 Total:		110.76							
*** 1083133047	11/2/2023	36.91	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1051 Kettle					
1083133047 Total:		36.91							
*** 1313136025	11/6/2023	43.26	0.00	12/20/2023				No	0
60-445-4662 Utility				Water Tower Electric					
1313136025 Total:		43.26							
13441508042	11/3/2023	168.01	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1200 Orchard Gateway					
13441508042 Total:		168.01							
*** 1425064018	11/7/2023	85.62	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Rt56 & Rt26					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1425064018 Total:	85.62							
*** 1743032047	11/14/2023	12.18	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1193 Comiskey					
	1743032047 Total:	12.18							
*** 1776122038	11/3/2023	83.44	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & Deerpath					
	1776122038 Total:	83.44							
*** 1875021089	11/3/2023	175.48	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & Oak					
	1875021089 Total:	175.48							
*** 2313121105	11/3/2023	153.61	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Comiskey & Orchard					
	2313121105 Total:	153.61							
*** 2579039064	11/3/2023	120.02	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 1600 Orchard Gateway					
	2579039064 Total:	120.02							
*** 2963079050	11/3/2023	124.08	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & White Oak					
	2963079050 Total:	124.08							
*** 3147017028	11/3/2023	224.22	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ Orchard & Orchard Gateway					
	3147017028 Total:	224.22							
*** 3771153008	11/14/2023	1,147.98	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights					
	3771153008 Total:	1,147.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 4007024020	11/1/2023	2,631.77	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 211 River Road					
*** 4007024020	11/13/2023	2,648.03	0.00	12/20/2023				No	0
10-445-4660 Street Lighting and Poles				Streetlights/ 211 River Road					
4007024020 Total:		5,279.80							
Commonwealth Edison To		8,122.84							
Core & Main 039040									
T824016	11/30/2023	1,116.56	0.00	12/20/2023				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				Well Meter Parts					
T824016 Total:		1,116.56							
Core & Main Total:		1,116.56							
Creekside Compost, LLC 467909									
23-12-5274	12/6/2023	7,238.62	0.00	12/20/2023				No	0
01-445-4544 Storm Drain Maintenance				Spoil Hauling From Repairs					
23-12-5274 Total:		7,238.62							
Creekside Compost, LLC T		7,238.62							
D&A Powertrain Components, INC 467649									
253489	11/6/2023	456.49	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Hoses- Truck #187					
253489 Total:		456.49							
D&A Powertrain Compone		456.49							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
DACRA Adjudication Systems									
467842									
DT 2023-11-039	11/30/2023	2,500.00	0.00	12/20/2023				No	0
01-440-4510 Equipment/IT Maint				DACRA					
	DT 2023-11-039 Total:	2,500.00							
	DACRA Adjudication Syst	2,500.00							
Dappers Game Zone, LLC									
468519									
11282023	11/28/2023	500.00	0.00	12/20/2023				No	0
15-430-4751 North Aurora Days Expenses				Video Game Truck- NA Days/ Deposit					
	11282023 Total:	500.00							
	Dappers Game Zone, LLC	500.00							
Display Sales									
017010									
*** INV-035315	3/16/2023	2,035.00	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Short- Paid Banner Invoice					
	INV-035315 Total:	2,035.00							
	Display Sales Total:	2,035.00							
Duke & Lee's Johnson's Garage & Towing, Inc.									
045190									
080870	11/10/2023	4,089.76	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Repair- Truck #165					
	080870 Total:	4,089.76							
080901	11/17/2023	5,563.83	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Repair- Truck #147					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	080901 Total:	5,563.83							
	Duke & Lee's Johnson's Ga	9,653.59							
Dynegy Energy Services 048750									
146531123101-01	10/19/2023	4,890.71	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #9 9/15 - 10/15					
	146531123101-01 Total:	4,890.71							
146531123101-02	10/19/2023	8,242.01	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #7 9/7 - 10/5					
	146531123101-02 Total:	8,242.01							
146531123101-03	10/19/2023	8,086.65	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #4/ WTP 9/6 - 10/4					
	146531123101-03 Total:	8,086.65							
146531123101-04	10/19/2023	7,397.97	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #5/ ETP 9/7 - 10/5					
	146531123101-04 Total:	7,397.97							
146531123101-05	10/19/2023	7,541.55	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #8 9/5 - 10/3					
	146531123101-05 Total:	7,541.55							
146531123101-06	10/19/2023	3,671.20	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #6 9/7 - 10/2					
	146531123101-06 Total:	3,671.20							
146531123111-01	11/16/2023	5,890.07	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #9 10/16 - 11/13					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	146531123111-01 Total:	5,890.07							
146531123111-02	11/16/2023	6,547.76	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #7 10/6 - 11/5					
	146531123111-02 Total:	6,547.76							
146531123111-03	11/16/2023	8,667.85	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #4/WTP 10/5 - 11/2					
	146531123111-03 Total:	8,667.85							
146531123111-04	11/16/2023	9,552.21	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #5/ETP 10/6 - 11/5					
	146531123111-04 Total:	9,552.21							
146531123111-05	11/16/2023	5,992.76	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #8 10/4 - 11/1					
	146531123111-05 Total:	5,992.76							
146531123111-06	11/16/2023	5,131.78	0.00	12/20/2023				No	0
60-445-4662 Utility				Well #6 10/3 - 10/31					
	146531123111-06 Total:	5,131.78							
	Dynegy Energy Services To	81,612.52							
Elisa L. Hatchett									
051830									
12062023	12/6/2023	350.00	0.00	12/20/2023				No	0
01-439-4015 Police Csn Mtgs-per Diem				PD Comm Mtg(7)- 9/1, 9/22, 10/3, 10/9, 10/26, 12/1, 12/5					
	12062023 Total:	350.00							
	Elisa L. Hatchett Total:	350.00							

Engineering Enterprises, Inc.

AP-To Be Paid Proof List (12/13/2023 - 12:31 PM)

\*\*\* means this invoice number is a duplicate.



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
467917									
78753	11/29/2023	7,664.50	0.00	12/20/2023				No	0
19-438-4255 Engineering				Airport & Rt31 Engineering					
78753 Total:		7,664.50							
78754	11/29/2023	6,438.00	0.00	12/20/2023				No	0
60-445-4255 Engineering				Water Model					
78754 Total:		6,438.00							
78755	11/29/2023	3,459.00	0.00	12/20/2023				No	0
21-450-4255 Engineering				Orchard Gateway Ph2 Design					
78755 Total:		3,459.00							
78756	11/29/2023	8,021.00	0.00	12/20/2023				No	0
60-445-4255 Engineering				Water System Master Plan					
78756 Total:		8,021.00							
78757	11/29/2023	392.00	0.00	12/20/2023				No	0
60-445-4255 Engineering				East Tank Inspections					
78757 Total:		392.00							
78758	11/29/2023	422.00	0.00	12/20/2023				No	0
90-000-E277 Sprint Equip Remove-Watch Hill				Sprint Equipment Rem Inspections					
78758 Total:		422.00							
Engineering Enterprises, In		26,396.50							
Feece Oil									
031060									
4029059	11/7/2023	4,891.34	0.00	12/20/2023				No	0
71-000-1340 Gas/Diesel Escrow				Mid-Grade Fuel					
4029059 Total:		4,891.34							
4029060	11/7/2023	2,530.23	0.00	12/20/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
71-000-1340 Gas/Diesel Escrow				Diesel Fuel					
4029060 Total:		2,530.23							
4033812	11/20/2023	3,658.96	0.00	12/20/2023				No	0
71-000-1340 Gas/Diesel Escrow				Mid-Grade Fuel					
4033812 Total:		3,658.96							
4033813	11/20/2023	3,269.81	0.00	12/20/2023				No	0
71-000-1340 Gas/Diesel Escrow				Diesel Fuel					
4033813 Total:		3,269.81							
Feece Oil Total:		14,350.34							
Fifth Third Bank									
028450									
AH10272023-01	9/27/2023	87.95	0.00	12/20/2023				No	0
60-445-4799 Misc. Expenditures				NFPA 24 Ref Manual/ NFPA Store					
AH10272023-01 Total:		87.95							
AH10272023-02	10/2/2023	12.97	0.00	12/20/2023				No	0
60-445-4505 Postage				Shipping Flow Meter/ UPS Store					
AH10272023-02 Total:		12.97							
AH10272023-03	10/2/2023	68.69	0.00	12/20/2023				No	0
60-445-4505 Postage				Shipping- Water Samples/ UPS Store					
AH10272023-03 Total:		68.69							
AH10272023-04	10/4/2023	270.94	0.00	12/20/2023				No	0
60-445-4380 Training				Training Materials- Lundell/ AWWA					
AH10272023-04 Total:		270.94							
AH10272023-05	10/16/2023	791.44	0.00	12/20/2023				No	0
60-445-4565 Water Well Rpr & Mtce				Backspin Timers/ Galco					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	AH10272023-05 Total:	791.44							
AH10272023-06	10/19/2023	412.29	0.00	12/20/2023				No	0
60-445-4870 Equipment				Water Tank For Saw/ Farm & Fleet					
	AH10272023-06 Total:	412.29							
AH10272023-07	10/19/2023	139.32	0.00	12/20/2023				No	0
60-445-4423 Tools				New Sawzall/ Home Depot					
	AH10272023-07 Total:	139.32							
AH10272023-08	10/20/2023	791.44	0.00	12/20/2023				No	0
60-445-4565 Water Well Rpr & Mtce				Backspin Timers/ Galco					
	AH10272023-08 Total:	791.44							
AH10272023-09	10/24/2023	77.95	0.00	12/20/2023				No	0
60-445-4505 Postage				Shipping- Water Samples/ UPS Store					
	AH10272023-09 Total:	77.95							
BR10272023-01	9/28/2023	999.99	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Decorations/ Wayfair					
	BR10272023-01 Total:	999.99							
BR10272023-02	10/6/2023	15.11	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				2" Brass Plug/ Menards					
	BR10272023-02 Total:	15.11							
BR10272023-03	10/6/2023	45.43	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				2" Brass Plug (3)/ Menards					
	BR10272023-03 Total:	45.43							
BR10272023-04	10/5/2023	1,100.00	0.00	12/20/2023				No	0
60-460-4875 Capital Improvements				Replacement Trees- Water Main Proj/ Kaknes Landscape St					
	BR10272023-04 Total:	1,100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
BR10272023-05	10/10/2023	67.80	0.00	12/20/2023				No	0
01-445-4870 Equipment				Respirator Filters/ Amazon					
BR10272023-05 Total:		67.80							
BR10272023-06	10/11/2023	306.94	0.00	12/20/2023				No	0
01-445-4870 Equipment				Respirator Masks/ Amazon					
BR10272023-06 Total:		306.94							
BR10272023-07	10/10/2023	515.00	0.00	12/20/2023				No	0
01-445-4870 Equipment				Misc Tools/ Hollywood Tools LLC					
BR10272023-07 Total:		515.00							
BR10272023-08	10/16/2023	2,476.23	0.00	12/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Rims, Mount Kit, Caliper/ Hillerfordi-OEM Ford Parts					
BR10272023-08 Total:		2,476.23							
BR10272023-09	10/20/2023	61.77	0.00	12/20/2023				No	0
01-490-4759 Community Events				Candy- Trunk Or Treat/ Target					
BR10272023-09 Total:		61.77							
BR10272023-10	10/22/2023	202.55	0.00	12/20/2023				No	0
01-445-4530 Public Grounds/Parks Maint				LED Light For Welcome Sign/ Amazon					
BR10272023-10 Total:		202.55							
BT10272023-01	10/5/2023	395.00	0.00	12/20/2023				No	0
01-445-4544 Storm Drain Maintenance				Storm Inlet Lid/ Joseph D Foreman & Co					
BT10272023-01 Total:		395.00							
BT10272023-02	10/23/2023	61.35	0.00	12/20/2023				No	0
01-445-4390 Dues & Meetings				PE License Fee/ IDFPR					
BT10272023-02 Total:		61.35							
CW10272023-01	10/12/2023	50.00	0.00	12/20/2023				No	0
01-440-4460 Comfort Dog Supplies				Poker Chip Design Fee- Zelda/ CombatBet					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	CW10272023-01 Total:	50.00							
CW10272023-02	10/12/2023	125.00	0.00	12/20/2023				No	0
01-440-4460 Comfort Dog Supplies				Zelda Poker Chip (100)/ CombatBet					
	CW10272023-02 Total:	125.00							
CW10272023-03	10/16/2023	109.90	0.00	12/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Carwash, Detail- CSO Squad/ Tower Car Wash					
	CW10272023-03 Total:	109.90							
CW10272023-04	10/26/2023	180.00	0.00	12/20/2023				No	0
01-440-4460 Comfort Dog Supplies				Zelda Poker Chips (150)/ CombatBet					
	CW10272023-04 Total:	180.00							
DC10272023-01	9/27/2023	154.40	0.00	12/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Vehicle Registration/ ILSOS					
	DC10272023-01 Total:	154.40							
DC10272023-02	9/27/2023	154.40	0.00	12/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Vehicle Registration/ ILSOS					
	DC10272023-02 Total:	154.40							
DC10272023-03	10/6/2023	131.88	0.00	12/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Vehicle Detail/ Tower Car Wash					
	DC10272023-03 Total:	131.88							
DC10272023-04	10/16/2023	171.39	0.00	12/20/2023				No	0
01-440-4870 Equipment				Storage Shelving/ Menards					
	DC10272023-04 Total:	171.39							
DC10272023-05	10/22/2023	35.68	0.00	12/20/2023				No	0
01-440-4799 Misc.				Wiring Conduit/ Amazon					
	DC10272023-05 Total:	35.68							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
JD10272023-01	10/2/2023	432.97	0.00	12/20/2023				No	0
01-445-4421 Custodial Supplies				Custodial Supplies/ Office Depot					
	JD10272023-01 Total:	432.97							
JD10272023-02	10/5/2023	717.00	0.00	12/20/2023				No	0
01-440-4799 Misc.				Challenge Coins/ TheStudio					
	JD10272023-02 Total:	717.00							
JD10272023-03	10/9/2023	179.03	0.00	12/20/2023				No	0
01-430-4799 Misc.				Retirement Dessert- Buziecki/ Mad Batter Bakery					
	JD10272023-03 Total:	179.03							
JD10272023-04	10/12/2023	21.84	0.00	12/20/2023				No	0
01-430-4799 Misc.				Retirement Decorations- Buziecki/ Party City					
	JD10272023-04 Total:	21.84							
JD10272023-05	10/12/2023	1,225.28	0.00	12/20/2023				No	0
01-430-4799 Misc.				Retirement Lunch- Buziecki/ Portillos					
	JD10272023-05 Total:	1,225.28							
JD10272023-06	10/12/2023	19.44	0.00	12/20/2023				No	0
01-430-4799 Misc.				Retirement Decorations- Buziecki/ Party City					
	JD10272023-06 Total:	19.44							
JD10272023-07	10/19/2023	-713.43	0.00	12/20/2023				No	0
01-445-4421 Custodial Supplies				Kitchen Supplies/ Uline					
	JD10272023-07 Total:	-713.43							
JD10272023-08	10/19/2023	-90.80	0.00	12/20/2023				No	0
01-445-4421 Custodial Supplies				Cups/ Uline					
	JD10272023-08 Total:	-90.80							
JD10272023-09	10/19/2023	3.00	0.00	12/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	JD10272023-09 Total:	3.00							
JD10272023-10	10/21/2023	18.53	0.00	12/20/2023				No	0
01-440-4799 Misc.				Food For Halloween Volunteers/ Chick-Fil-A					
	JD10272023-10 Total:	18.53							
JD10272023-11	10/23/2023	28.97	0.00	12/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					
	JD10272023-11 Total:	28.97							
JD10272023-12	10/23/2023	131.55	0.00	12/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					
	JD10272023-12 Total:	131.55							
JD10272023-13	10/23/2023	44.47	0.00	12/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					
	JD10272023-13 Total:	44.47							
JG10272023-01	9/27/2023	184.99	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				EMA Reference Guides/ Amazon					
	JG10272023-01 Total:	184.99							
JG10272023-02	9/28/2023	544.81	0.00	12/20/2023				No	0
01-440-4870 Equipment				Recruitment Promotional Material/ Anypromo.com					
	JG10272023-02 Total:	544.81							
JG10272023-03	9/28/2023	565.88	0.00	12/20/2023				No	0
01-440-4870 Equipment				Recruitment Promotional Material/ Anypromo.com					
	JG10272023-03 Total:	565.88							
JG10272023-04	10/2/2023	178.00	0.00	12/20/2023				No	0
01-440-4555 Investigations				Investigations Tool/ TLO TransUnion					
	JG10272023-04 Total:	178.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
JG10272023-05	10/3/2023	115.00	0.00	12/20/2023				No	0
01-440-4390 Dues & Meetings				Association Dues/ ILACP					
JG10272023-05 Total:		115.00							
JG10272023-06	10/5/2023	15.00	0.00	12/20/2023				No	0
01-440-4411 Office Expenses				Keys- PD/ Vans Lock And Key					
JG10272023-06 Total:		15.00							
JG10272023-07	10/5/2023	154.00	0.00	12/20/2023				No	0
01-440-4555 Investigations				Investigations Tool/ In*Guardian Alliance					
JG10272023-07 Total:		154.00							
JG10272023-08	10/7/2023	63.00	0.00	12/20/2023				No	0
01-440-4440 Gas & Oil				Training Travel/ Marathon Petro					
JG10272023-08 Total:		63.00							
JG10272023-09	10/16/2023	10.74	0.00	12/20/2023				No	0
01-440-4555 Investigations				Investigations App/ Apple.com					
JG10272023-09 Total:		10.74							
JG10272023-10	10/19/2023	332.51	0.00	12/20/2023				No	0
01-440-4870 Equipment				Recruitment Promo Material/ Anypromo.com					
JG10272023-10 Total:		332.51							
JG10272023-11	10/20/2023	354.55	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				EMA ID Material/ Amazon					
JG10272023-11 Total:		354.55							
MF10272023-01	10/2/2023	150.00	0.00	12/20/2023				No	0
01-430-4390 Dues & Meetings				Annual Membership 11-23 Thru 12-24/ GFOA					
MF10272023-01 Total:		150.00							
MF10272023-02	10/11/2023	763.93	0.00	12/20/2023				No	0
01-445-4390 Dues & Meetings				PW Coats & Bibs/ Blain's Farm & Fleet					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	MF10272023-02 Total:	763.93							
MF10272023-03	10/11/2023	1,003.93	0.00	12/20/2023				No	0
60-445-4160 Uniform Allowance				Water Dept Coats & Bibs/ Blain's Farm & Fleet					
	MF10272023-03 Total:	1,003.93							
MF10272023-04	10/14/2023	-9.37	0.00	12/20/2023				No	0
01-445-4160 Uniform Allowance				Refund Sales Tax/ Carhartt					
	MF10272023-04 Total:	-9.37							
MF10272023-05	10/14/2023	-9.37	0.00	12/20/2023				No	0
60-445-4160 Uniform Allowance				Refund Sales Tax/ Carhartt					
	MF10272023-05 Total:	-9.37							
MF10272023-06	10/13/2023	139.36	0.00	12/20/2023				No	0
60-445-4160 Uniform Allowance				Water Bibs/ Carhartt					
	MF10272023-06 Total:	139.36							
MF10272023-07	10/13/2023	129.36	0.00	12/20/2023				No	0
01-445-4160 Uniform Allowance				PW Bibs/ Carhartt					
	MF10272023-07 Total:	129.36							
MF10272023-08	10/20/2023	72.31	0.00	12/20/2023				No	0
01-430-4799 Misc.				Coffee & Bagels- Wellness/ Dunkin					
	MF10272023-08 Total:	72.31							
MF10272023-09	10/20/2023	125.00	0.00	12/20/2023				No	0
01-430-4799 Misc.				Raffle Prize- Wellness/ Message Envy					
	MF10272023-09 Total:	125.00							
MF10272023-10	10/20/2023	159.99	0.00	12/20/2023				No	0
01-430-4799 Misc.				Prizes- Wellness/ Target					
	MF10272023-10 Total:	159.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MQ10272023-01	10/4/2023	15.00	0.00	12/20/2023				No	0
01-440-4799 Misc.				Bike Patrol Shirt/ Initial Impressions					
	MQ10272023-01 Total:	15.00							
MQ10272023-02	10/4/2023	131.15	0.00	12/20/2023				No	0
01-440-4799 Misc.				Retirement Gift DCG/ Eagle Engraving					
	MQ10272023-02 Total:	131.15							
MQ10272023-03	10/9/2023	209.97	0.00	12/20/2023				No	0
01-440-4870 Equipment				Bike Racks/ Storeyourboard.com					
	MQ10272023-03 Total:	209.97							
MQ10272023-04	10/18/2023	365.00	0.00	12/20/2023				No	0
01-440-4383 Firearm Training				Less Lethal Class/ IL Tactical Officer					
	MQ10272023-04 Total:	365.00							
MQ10272023-05	10/18/2023	8.37	0.00	12/20/2023				No	0
01-440-4411 Office Expenses				First Aid Supplies/ Walgreens					
	MQ10272023-05 Total:	8.37							
MT10272023-01	10/24/2023	4.00	0.00	12/20/2023				No	0
01-430-4799 Misc.				Monthly Subscription/ Wall Street Journal					
	MT10272023-01 Total:	4.00							
ND10272023-01	9/3/2023	36.05	0.00	12/20/2023				No	0
01-441-4390 Dues & Meetings				Professional Membership/ IL Permit Tech Assoc					
	ND10272023-01 Total:	36.05							
NS10272023-01	10/10/2023	15.96	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Monthly Subscription/ Chicago Tribune					
	NS10272023-01 Total:	15.96							
NS10272023-02	10/11/2023	30.91	0.00	12/20/2023				No	0
01-410-4799 Misc. Expenditures				Birthday Cards, Trunk Or Treat Decor/ Dollar Tree					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	NS10272023-02 Total:	30.91							
NS10272023-03	10/15/2023	9.73	0.00	12/20/2023				No	0
01-410-4799 Misc. Expenditures				Trunk Or Treat Costume- Mayor/ Amazon					
	NS10272023-03 Total:	9.73							
NS10272023-04	10/13/2023	65.00	0.00	12/20/2023				No	0
01-430-4380 Training & Testing				Training- Bosco/ ILCMA					
	NS10272023-04 Total:	65.00							
NS10272023-05	10/13/2023	340.00	0.00	12/20/2023				No	0
01-490-4759 Community Events				Wreaths- Veterans Day/ Floreria Aurora					
	NS10272023-05 Total:	340.00							
NS10272023-06	10/19/2023	55.47	0.00	12/20/2023				No	0
01-490-4759 Community Events				Candy- Trunk Or Treat/ Target					
	NS10272023-06 Total:	55.47							
NS10272023-07	10/24/2023	223.92	0.00	12/20/2023				No	0
01-410-4799 Misc. Expenditures				Candy- Fearn Trunk Or Treat/ Target					
	NS10272023-07 Total:	223.92							
SB10272023-01	9/28/2023	33.00	0.00	12/20/2023				No	0
01-430-4380 Training & Testing				Training- Bosco/ NIU Outreach					
	SB10272023-01 Total:	33.00							
SB10272023-02	9/27/2023	65.00	0.00	12/20/2023				No	0
01-430-4380 Training & Testing				Training- Bosco/ ILCMA					
	SB10272023-02 Total:	65.00							
SB10272023-03	9/28/2023	-65.00	0.00	12/20/2023				No	0
01-430-4380 Training & Testing				Training- Bosco/ ILCMA					
	SB10272023-03 Total:	-65.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
SBZ10272023-01	9/27/2023	7.53	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				EMA Supplies/ Amazon					
SBZ10272023-01 Total:		7.53							
SBZ10272023-02	10/2/2023	213.76	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				EMA Supplies/ Amazon					
SBZ10272023-02 Total:		213.76							
SBZ10272023-03	10/3/2023	-0.83	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				Credit/ Amazon					
SBZ10272023-03 Total:		-0.83							
SBZ10272023-04	10/3/2023	-0.84	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				Credit/ Amazon					
SBZ10272023-04 Total:		-0.84							
SBZ10272023-05	10/3/2023	-2.23	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				Credit/ Amazon					
SBZ10272023-05 Total:		-2.23							
SBZ10272023-06	10/3/2023	-3.09	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				Credit/ Amazon					
SBZ10272023-06 Total:		-3.09							
SBZ10272023-07	10/4/2023	35.00	0.00	12/20/2023				No	0
01-440-4558 Emergency Management				Facebook Ad/ Meta					
SBZ10272023-07 Total:		35.00							
SBZ10272023-08	10/8/2023	15.00	0.00	12/20/2023				No	0
01-440-4799 Misc.				Facebook Ad/ Meta					
SBZ10272023-08 Total:		15.00							
Fifth Third Bank Total:		18,882.11							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Forensic Analytical Consulting Services, Inc.									
468157									
21802	10/30/2023	2,750.00	0.00	12/20/2023				No	0
19-438-4280 Professional/Consulting Fees				SFR- 40 N Monroe Street					
21802 Total:		2,750.00							
Forensic Analytical Consul		2,750.00							
Fox Metro									
029650									
11012023	11/1/2023	360.00	0.00	12/20/2023				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				New Service Inspections (12)					
11012023 Total:		360.00							
12012023	12/1/2023	180.00	0.00	12/20/2023				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				New Service Inspections (6)					
12012023 Total:		180.00							
Fox Metro Total:		540.00							
Frank Marshall Electric									
028510									
91827	11/30/2023	1,184.37	0.00	12/20/2023				No	0
01-445-4530 Public Grounds/Parks Maint				Riverfront Park Lighting					
91827 Total:		1,184.37							
Frank Marshall Electric To		1,184.37							
Global Technology Systems, Inc.									
047200									
0250128-IN	11/30/2023	6,571.46	0.00	12/20/2023				No	0
01-440-4510 Equipment/IT Maint				New Harris Battery					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
0250128-IN Total:		6,571.46							
Global Technology System		6,571.46							
Global Water Technology, Inc.									
467862									
100987	11/15/2023	218.30	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Water Treatment- PD, VH/ Nov 2023					
100987 Total:		218.30							
Global Water Technology,		218.30							
Hach Company									
014100									
13806849	11/9/2023	145.56	0.00	12/20/2023				No	0
60-445-4567 Treatment Plant Repair/Maint				MIOX Testing					
13806849 Total:		145.56							
13824690	11/22/2023	89.50	0.00	12/20/2023				No	0
60-445-4562 Testing (water)				Hardness Buffer					
13824690 Total:		89.50							
13824704	11/22/2023	326.00	0.00	12/20/2023				No	0
60-445-4562 Testing (water)				Ph Buffer					
13824704 Total:		326.00							
Hach Company Total:		561.06							
Harmonic Heating & Air Conditioning									
047680									
I15099-2	11/15/2023	1,120.00	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Labor- VH					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
I15099-2 Total:		1,120.00							
I15510-1	11/28/2023	160.00	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Heat Repair- PD Evidence Room					
I15510-1 Total:		160.00							
Harmonic Heating & Air C		1,280.00							
Heartland Business Systems, LLC									
468486									
654529-H	11/30/2023	1,462.50	0.00	12/20/2023				No	0
01-430-4280 Professional/Consulting Fees				Sharepoint					
654529-H Total:		1,462.50							
Heartland Business System		1,462.50							
Hey and Associates, Inc.									
040900									
17-0006-17541	11/22/2023	5,546.55	0.00	12/20/2023				No	0
17-032-4533 Maintenance				Vegetation Management Towne Center					
17-0006-17541 Total:		5,546.55							
17-0006-17650	12/7/2023	1,639.35	0.00	12/20/2023				No	0
17-032-4533 Maintenance				Vegetation Management Towne Center					
17-0006-17650 Total:		1,639.35							
Hey and Associates, Inc. To		7,185.90							
High Star Traffic									
021520									
114255	3/24/2023	116.10	0.00	12/20/2023				No	0
01-445-4545 Traffic Signs & Signals				Sign- No Left Turn					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
114255 Total:		116.10							
High Star Traffic Total:		116.10							
Hook-Fast Specialties, Inc 010410									
373488	12/5/2023	136.39	0.00	12/20/2023				No	0
01-440-4160 Uniform Allowance				Name Plates (6)					
373488 Total:		136.39							
Hook-Fast Specialties, Inc		136.39							
Industrial Door Company 044430									
121268	11/30/2023	1,790.00	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Gate Repair- PD					
121268 Total:		1,790.00							
121360	11/30/2023	1,290.69	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Door Repair- PW Garage					
121360 Total:		1,290.69							
Industrial Door Company T		3,080.69							
J & S Construction 029060									
2317401	11/21/2023	11,384.00	0.00	12/20/2023				No	0
60-445-4568 Watermain Rprs. & Rplcmnts.				Water Main Repair- 177 Aspen Ct 11/18/23					
2317401 Total:		11,384.00							
J & S Construction Total:		11,384.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
JADE Hanna Surveyors, LLC 468128									
29941	11/14/2023	6,100.00	0.00	12/20/2023				No	0
60-460-4255 Engineering				River Crossing Survey- Lovedale & Offutt					
	29941 Total:	6,100.00							
JADE Hanna Surveyors, L		6,100.00							
JSN Contractors Supply 041440									
86742	11/14/2023	218.40	0.00	12/20/2023				No	0
60-445-4568 Watermain Rprs. & Rplcmnts.				Blue Marking Paint					
	86742 Total:	218.40							
86752-01	11/17/2023	142.50	0.00	12/20/2023				No	0
18-445-4570 Sewers Rpr & Mtce				Green Marking Flags (1000)					
	86752-01 Total:	142.50							
86752-02	11/17/2023	142.50	0.00	12/20/2023				No	0
60-445-4568 Watermain Rprs. & Rplcmnts.				Blue Marking Flags (1000)					
	86752-02 Total:	142.50							
JSN Contractors Supply To		503.40							
Jude R Vickery 468509									
13797	11/8/2023	900.00	0.00	12/20/2023				No	0
60-445-4569 Water Tower Rpr & Mtce				Inspect & Replace Water Tower Aviation Lights					
	13797 Total:	900.00							
Jude R Vickery Total:		900.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Judges 2008 LLC 468520									
12072023	12/7/2023	1,200.00	0.00	12/20/2023				No	0
60-320-3340 Water Collections				Sprinkler Fee Refund- Thunder Wash Car					
	12072023 Total:	1,200.00							
	Judges 2008 LLC Total:	1,200.00							
Kane-DuPage SWCD 035820									
FY23-93	11/29/2023	70.00	0.00	12/20/2023				No	0
01-445-4380 Training				Erosion Seminar- Tonarelli					
	FY23-93 Total:	70.00							
	Kane-DuPage SWCD Tota	70.00							
KB Collision & Customs 046310									
3737	12/4/2023	4,214.35	0.00	12/20/2023				No	0
14-430-4774 Insurance Claims				Repair Squad Damage					
	3737 Total:	4,214.35							
3738	12/4/2023	2,892.50	0.00	12/20/2023				No	0
14-430-4774 Insurance Claims				Repair Squad Damage					
	3738 Total:	2,892.50							
	KB Collision & Customs T	7,106.85							
KenCom 467776									
582	12/6/2023	18,518.86	0.00	12/20/2023				No	0
01-430-4510 Equipment/IT Maint				Records Management/ Dec 2023- Dec 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	582 Total:	18,518.86							
	KenCom Total:	18,518.86							
Kimball Midwest 467916									
1015185743	10/6/2023	129.29	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Hose Ends- Truck #167					
	1015185743 Total:	129.29							
101610382	11/3/2023	281.05	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Die					
	101610382 Total:	281.05							
	Kimball Midwest Total:	410.34							
Konica Minolta 024860									
290829368	12/2/2023	43.22	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Copier Maintenance- CommDev 12/1 - 12/2					
	290829368 Total:	43.22							
9009629381	11/1/2023	53.39	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Copier Maintenance- PW Garage 10/2 - 11/1					
	9009629381 Total:	53.39							
9009674759	12/1/2023	36.55	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Copier Maintenance- PW Garage 11/1 - 12/1					
	9009674759 Total:	36.55							
	Konica Minolta Total:	133.16							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Lee Jensen Sales Co., Inc.									
044070									
0024631-00	10/31/2023	2,457.00	0.00	12/20/2023				No	0
60-445-4870 Equipment				3" Hydrant Pump					
0024631-00 Total:		2,457.00							
00246531-00	10/31/2023	390.00	0.00	12/20/2023				No	0
60-445-4422 Safety Supplies				Safety Protection					
00246531-00 Total:		390.00							
Lee Jensen Sales Co., Inc.		2,847.00							
Linde Gas & Equipment Inc									
025120									
39235747	10/31/2023	231.20	0.00	12/20/2023				No	0
01-445-4510 Equipment/IT Maint				Cylinder Lease					
39235747 Total:		231.20							
Linde Gas & Equipment In		231.20							
LTM Water Treatment Inc									
468097									
2556	12/1/2023	155.00	0.00	12/20/2023				No	0
60-445-4567 Treatment Plant Repair/Maint				TP Water Softener Maintenance					
2556 Total:		155.00							
LTM Water Treatment Inc T		155.00							
Marberry Cleaners									
008430									
42621A	11/1/2023	12.00	0.00	12/20/2023				No	0
01-440-4450 Prisoner Mtce & Supplies				Prisoner Blankets					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	42621A Total:	12.00							
	Marberry Cleaners Total:	12.00							
Meade Electric Company, Inc. 027140									
706650	11/6/2023	202.03	0.00	12/20/2023				No	0
01-445-4545 Traffic Signs & Signals				Traffic Signal Repair- Dogwood & Ritter					
	706650 Total:	202.03							
706659	11/8/2023	165.67	0.00	12/20/2023				No	0
01-445-4545 Traffic Signs & Signals				Traffic Signal Repair- Oak & Hansen					
	706659 Total:	165.67							
706932	12/1/2023	175.63	0.00	12/20/2023				No	0
01-445-4545 Traffic Signs & Signals				Traffic Signal Repair- Randall & Comiskey					
	706932 Total:	175.63							
	Meade Electric Company,	543.33							
Menards 016070									
17280-01	10/24/2023	95.88	0.00	12/20/2023				No	0
60-445-4565 Water Well Rpr & Mtce				Filters- Well 8 & 9					
	17280-01 Total:	95.88							
17280-02	10/24/2023	7.59	0.00	12/20/2023				No	0
60-445-4567 Treatment Plant Repair/Maint				Supplies					
	17280-02 Total:	7.59							
17697	10/31/2023	78.41	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Decorations					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	17697 Total:	78.41							
17780	11/1/2023	107.75	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Decorations, Paint, Glitter					
	17780 Total:	107.75							
17791-01	11/1/2023	98.52	0.00	12/20/2023				No	0
60-445-4799 Misc. Expenditures				Misc Supplies					
	17791-01 Total:	98.52							
17791-02	11/1/2023	81.05	0.00	12/20/2023				No	0
60-445-4423 Tools				Tools					
	17791-02 Total:	81.05							
17799	11/1/2023	29.94	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Red Spray Paint					
	17799 Total:	29.94							
17841	11/2/2023	74.85	0.00	12/20/2023				No	0
01-490-4759 Community Events				Christmas Lights					
	17841 Total:	74.85							
19444-01	11/28/2023	109.89	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Decorations					
	19444-01 Total:	109.89							
19444-02	11/28/2023	15.98	0.00	12/20/2023				No	0
01-445-4530 Public Grounds/Parks Maint				Mouse Shield Foam					
	19444-02 Total:	15.98							
19444-03	11/28/2023	249.95	0.00	12/20/2023				No	0
01-445-4870 Equipment				Heater- PD					
	19444-03 Total:	249.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
19516	11/29/2023	293.67	0.00	12/20/2023				No	0
01-490-4759 Community Events				Extension Cords (11)					
19516 Total:		293.67							
19534	11/29/2023	258.18	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Extension Cords (7), Power Hub- Christmas Lights					
19534 Total:		258.18							
19584	11/30/2023	24.99	0.00	12/20/2023				No	0
60-445-4870 Equipment				Trickle Charger For Stanly Power Unit					
19584 Total:		24.99							
19609	11/30/2023	599.95	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Snowman Christmas Decorations (5)					
19609 Total:		599.95							
19634	12/1/2023	335.17	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Decorations					
19634 Total:		335.17							
19637	12/1/2023	59.96	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Lights					
19637 Total:		59.96							
19639	12/1/2023	39.96	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Lights					
19639 Total:		39.96							
19708	12/2/2023	277.40	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Decorations, Extension Cords					
19708 Total:		277.40							
19942	12/6/2023	197.76	0.00	12/20/2023				No	0
01-490-4759 Community Events				Christmas Decorations					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	19942 Total:	197.76							
	Menards Total:	3,036.85							
METRONET 467874									
10242023-01	10/24/2023	918.11	0.00	12/20/2023				No	0
01-430-4652 Phones and Connectivity				Phone, Internet 10/24 - 11/23					
	10242023-01 Total:	918.11							
10242023-02	10/24/2023	742.35	0.00	12/20/2023				No	0
01-445-4652 Phones and Connectivity				Phone, Internet 10/24 - 11/23					
	10242023-02 Total:	742.35							
10242023-03	10/24/2023	808.75	0.00	12/20/2023				No	0
60-445-4652 Phones and Connectivity				Phone, Internet 10/24 - 11/23					
	10242023-03 Total:	808.75							
10242023-04	10/24/2023	698.14	0.00	12/20/2023				No	0
01-441-4652 Phones and Connectivity				Phone, Internet 10/24 - 11/23					
	10242023-04 Total:	698.14							
10242023-05	10/24/2023	1,889.80	0.00	12/20/2023				No	0
01-440-4652 Phones and Connectivity				Phone, Internet 10/24 - 11/23					
	10242023-05 Total:	1,889.80							
11242023-01	11/24/2023	918.11	0.00	12/20/2023				No	0
01-430-4652 Phones and Connectivity				Phone, Internet 11/24 - 12/23					
	11242023-01 Total:	918.11							
11242023-02	11/24/2023	742.35	0.00	12/20/2023				No	0
01-445-4652 Phones and Connectivity				Phone, Internet 11/24 - 12/23					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11242023-02 Total:	742.35							
11242023-03	11/24/2023	808.75	0.00	12/20/2023				No	0
60-445-4652 Phones and Connectivity				Phone, Internet 11/24 - 12/23					
	11242023-03 Total:	808.75							
11242023-04	11/24/2023	698.14	0.00	12/20/2023				No	0
01-441-4652 Phones and Connectivity				Phone, Internet 11/24 - 12/23					
	11242023-04 Total:	698.14							
11242023-05	11/24/2023	1,889.80	0.00	12/20/2023				No	0
01-440-4652 Phones and Connectivity				Phone, Internet 11/24 - 12/23					
	11242023-05 Total:	1,889.80							
	METRONET Total:	10,114.30							
Metropolitan Mayors' Caucus									
031150									
2023-196	6/30/2023	821.75	0.00	12/20/2023				No	0
01-410-4390 Dues & Meetings				2022-23 Dues					
	2023-196 Total:	821.75							
	Metropolitan Mayors' Cauc	821.75							
Mid American Water									
013680									
225615A	10/31/2023	4,247.00	0.00	12/20/2023				No	0
60-445-4563 Fire Hydrant Repair/maint				Water Hydrant Parts					
	225615A Total:	4,247.00							
226481A	11/15/2023	746.00	0.00	12/20/2023				No	0
18-445-4570 Sewers Rpr & Mtce				Manhole Lid, Ring					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	226481A Total:	746.00							
	Mid American Water Total:	4,993.00							
Mooney & Thomas, Pc 001040									
9216946	11/30/2023	1,275.00	0.00	12/20/2023				No	0
01-430-4267 Finance Services				Payroll Processing- Nov 2023					
	9216946 Total:	1,275.00							
9216948	11/30/2023	75.00	0.00	12/20/2023				No	0
80-430-4581 Banking Services/Fees				Police Pension- Dec 2023					
	9216948 Total:	75.00							
	Mooney & Thomas, Pc Tot	1,350.00							
North Aurora NAPA, Inc. 038730									
451274	10/26/2023	74.85	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Fuel Line Hose- Truck #176					
	451274 Total:	74.85							
451687	11/3/2023	161.62	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Radial Seal Filters					
	451687 Total:	161.62							
451835	11/3/2023	306.44	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Air Filters (4)					
	451835 Total:	306.44							
451847	11/3/2023	406.04	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Battery Warranty- 2020 Freightliner					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	451847 Total:	406.04							
452008	11/6/2023	574.00	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Battery Warranty					
	452008 Total:	574.00							
452052	11/6/2023	59.98	0.00	12/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts					
	452052 Total:	59.98							
452094	11/6/2023	210.73	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Hose End Fitting					
	452094 Total:	210.73							
452646	11/14/2023	200.79	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Panel Filters					
	452646 Total:	200.79							
452662	11/14/2023	6.67	0.00	12/20/2023				No	0
60-445-4870 Equipment				Plug Connector					
	452662 Total:	6.67							
452688	11/14/2023	169.82	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Battery					
	452688 Total:	169.82							
452755	11/15/2023	49.66	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Decorations- Paint & Super Glue					
	452755 Total:	49.66							
452913	11/17/2023	46.99	0.00	12/20/2023				No	0
01-445-4870 Equipment				PW Tools					
	452913 Total:	46.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
452917	11/17/2023	28.97	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Brake Fluid					
452917 Total:		28.97							
452956	11/17/2023	4.20	0.00	12/20/2023				No	0
60-445-4511 Vehicle Repair and Maint				Parts- Truck #183					
452956 Total:		4.20							
452957	11/17/2023	34.22	0.00	12/20/2023				No	0
60-445-4511 Vehicle Repair and Maint				Parts- Truck #183					
452957 Total:		34.22							
North Aurora NAPA, Inc. T		2,334.98							
North East Multi-Regional Training, Inc.									
001520									
341391	12/1/2023	160.00	0.00	12/20/2023				No	0
01-440-4380 Training				Training- Majerous, Johnson					
341391 Total:		160.00							
North East Multi-Regional		160.00							
Office Depot									
039370									
332063650001	9/15/2023	61.99	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
332063650001 Total:		61.99							
334210113001-01	10/16/2023	17.38	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
334210113001-01 Total:		17.38							
334210113001-02	10/16/2023	17.38	0.00	12/20/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
01-445-4411 Office Expenses				Office Supplies					
334210113001-02 Total:		17.38							
334210113001-03	10/16/2023	17.39	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
334210113001-03 Total:		17.39							
334210113001-04	10/16/2023	17.39	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
334210113001-04 Total:		17.39							
337035917001-01	11/10/2023	23.99	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
337035917001-01 Total:		23.99							
337035917001-02	11/10/2023	23.99	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
337035917001-02 Total:		23.99							
337035917001-03	11/10/2023	24.00	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
337035917001-03 Total:		24.00							
337035917001-04	11/10/2023	24.00	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
337035917001-04 Total:		24.00							
341674829001-01	12/5/2023	12.00	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
341674829001-01 Total:		12.00							
341674829001-02	12/5/2023	12.00	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	341674829001-02 Total:	12.00							
341674829001-03	12/5/2023	12.00	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
	341674829001-03 Total:	12.00							
341674829001-04	12/5/2023	12.01	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
	341674829001-04 Total:	12.01							
341681670001	12/6/2023	8.99	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
	341681670001 Total:	8.99							
341681696001-01	12/5/2023	2.37	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
	341681696001-01 Total:	2.37							
341681696001-02	12/5/2023	2.37	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
	341681696001-02 Total:	2.37							
341681696001-03	12/5/2023	2.37	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
	341681696001-03 Total:	2.37							
341681696001-04	12/5/2023	2.38	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
	341681696001-04 Total:	2.38							
341683515001-01	12/1/2023	24.92	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
	341683515001-01 Total:	24.92							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
341683515001-02	12/1/2023	24.92	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
341683515001-02 Total:		24.92							
341683515001-03	12/1/2023	24.93	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
341683515001-03 Total:		24.93							
341683515001-04	12/1/2023	24.93	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
341683515001-04 Total:		24.93							
341821404001-01	11/21/2023	15.29	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
341821404001-01 Total:		15.29							
341821404001-02	11/21/2023	15.29	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
341821404001-02 Total:		15.29							
341821404001-03	11/21/2023	15.30	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
341821404001-03 Total:		15.30							
341821404001-04	11/21/2023	15.30	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
341821404001-04 Total:		15.30							
341998627001	11/15/2023	11.34	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
341998627001 Total:		11.34							
341998900001-01	11/14/2023	8.58	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
341998900001-01 Total:		8.58							
341998900001-02	11/14/2023	8.58	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
341998900001-02 Total:		8.58							
341998900001-03	11/14/2023	8.58	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
341998900001-03 Total:		8.58							
341998900001-04	11/14/2023	8.58	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
341998900001-04 Total:		8.58							
341998901001-01	11/15/2023	27.28	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
341998901001-01 Total:		27.28							
341998901001-02	11/15/2023	54.56	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
341998901001-02 Total:		54.56							
341998901001-03	11/15/2023	27.28	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
341998901001-03 Total:		27.28							
341998901001-04	11/15/2023	27.28	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
341998901001-04 Total:		27.28							
342681447001-01	11/30/2023	0.32	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
342681447001-01 Total:		0.32							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
342681447001-02	11/30/2023	80.18	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
342681447001-02 Total:		80.18							
342681447001-03	11/30/2023	0.32	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
342681447001-03 Total:		0.32							
342681447001-04	11/30/2023	0.32	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
342681447001-04 Total:		0.32							
343219485001-01	11/22/2023	21.16	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
343219485001-01 Total:		21.16							
343219485001-02	11/22/2023	21.16	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
343219485001-02 Total:		21.16							
343219485001-03	11/22/2023	21.16	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
343219485001-03 Total:		21.16							
343219485001-04	11/22/2023	21.17	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
343219485001-04 Total:		21.17							
343220058001-01	11/27/2023	17.16	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
343220058001-01 Total:		17.16							
343220058001-02	11/27/2023	17.16	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	343220058001-02 Total:	17.16							
343220058001-03	11/27/2023	17.16	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
	343220058001-03 Total:	17.16							
343220058001-04	11/27/2023	17.16	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
	343220058001-04 Total:	17.16							
343220696001-01	11/17/2023	24.31	0.00	12/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies					
	343220696001-01 Total:	24.31							
343220696001-02	11/17/2023	24.31	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies					
	343220696001-02 Total:	24.31							
343220696001-03	11/17/2023	24.31	0.00	12/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
	343220696001-03 Total:	24.31							
343220696001-04	11/17/2023	24.31	0.00	12/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
	343220696001-04 Total:	24.31							
	Office Depot Total:	968.61							
Oxie Valley Electric Supply, Inc.									
048340									
22717	10/27/2023	197.64	0.00	12/20/2023				No	0
10-445-4661 Street Light Repair/Maint				Streetlight (18) Repairs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
22717 Total:		197.64							
Oxie Valley Electric Suppl		197.64							
Pace Analytical Services, LLC									
031940									
19573472	10/31/2023	383.00	0.00	12/20/2023				No	0
60-445-4562 Testing (water)				Lab Management Program					
19573472 Total:		383.00							
Pace Analytical Services, L		383.00							
Paddock Publications, Inc.									
026910									
271732	11/26/2023	257.60	0.00	12/20/2023				No	0
01-430-4506 Publishing/Advertising				2023 Tax Levy Notice					
271732 Total:		257.60							
Paddock Publications, Inc.		257.60							
Petula Prolix Development Company, LLC									
468517									
11292023	12/1/2023	67,970.04	0.00	12/20/2023				No	0
19-480-4784 TIF Reimbursements/Grants				TIF- 310 Overland Developer Note Pymt-2022 Tax					
11292023 Total:		67,970.04							
Petula Prolix Development		67,970.04							
Phil Jungels									
039230									
12062023	12/6/2023	350.00	0.00	12/20/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-439-4015 Police Cssh Mtgs-per Diem				PD Comm Mtg(7)- 9/1, 9/22, 10/3, 10/9, 10/26, 12/1, 12/5					
12062023 Total:		350.00							
Phil Jungels Total:		350.00							
Pirtek O'Hare 035670 OH-T00028086	11/30/2023	377.82	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Backhoe Hose Repair					
OH-T00028086 Total:		377.82							
Pirtek O'Hare Total:		377.82							
Pitney Bowes Inc. 017470 1024336417-01	11/28/2023	50.55	0.00	12/20/2023				No	0
01-430-4505 Postage				Postage Meter Maintenance					
1024336417-01 Total:		50.55							
1024336417-02	11/28/2023	50.55	0.00	12/20/2023				No	0
01-445-4505 Postage				Postage Meter Maintenance					
1024336417-02 Total:		50.55							
1024336417-03	11/28/2023	50.55	0.00	12/20/2023				No	0
01-445-4505 Postage				Postage Meter Maintenance					
1024336417-03 Total:		50.55							
1024336417-04	11/28/2023	50.55	0.00	12/20/2023				No	0
01-445-4505 Postage				Postage Meter Maintenance					
1024336417-04 Total:		50.55							
Pitney Bowes Inc. Total:		202.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Premier Tint Pros Corp. 052510									
2271	11/8/2023	1,522.15	0.00	12/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Window Tint- VH					
	2271 Total:	1,522.15							
Premier Tint Pros Corp. To		1,522.15							
Priority Products, Inc. 041340									
995999	12/1/2023	28.95	0.00	12/20/2023				No	0
01-445-4870 Equipment				Drill Bits					
	995999 Total:	28.95							
Priority Products, Inc. Tota		28.95							
Russo Power Equipment Inc. 036290									
SPI20462277-01	12/6/2023	55.99	0.00	12/20/2023				No	0
01-445-4530 Public Grounds/Parks Maint				Forestry Helmet					
	SPI20462277-01 Total:	55.99							
SPI20462277-02	12/6/2023	939.00	0.00	12/20/2023				No	0
01-445-4870 Equipment				Snow Blower					
	SPI20462277-02 Total:	939.00							
SPI20462320	12/6/2023	86.99	0.00	12/20/2023				No	0
01-445-4422 Safety Supplies				Forestry Helmet					
	SPI20462320 Total:	86.99							
Russo Power Equipment In		1,081.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Sebert Landscaping 032840									
266448-01	11/30/2023	1,157.00	0.00	12/20/2023				No	0
17-004-4533 Maintenance				Mowing- SSA4					
266448-01 Total:		1,157.00							
266448-02	11/30/2023	1,065.00	0.00	12/20/2023				No	0
17-008-4533 Maintenance				Mowing- SSA8					
266448-02 Total:		1,065.00							
266448-03	11/30/2023	331.00	0.00	12/20/2023				No	0
17-009-4533 Maintenance				Mowing- SSA9					
266448-03 Total:		331.00							
266448-04	11/30/2023	29.00	0.00	12/20/2023				No	0
17-011-4533 Maintenance				Mowing- SSA11					
266448-04 Total:		29.00							
266448-05	11/30/2023	4,092.00	0.00	12/20/2023				No	0
01-445-4531 Grass Cutting				Public Mowing					
266448-05 Total:		4,092.00							
Sebert Landscaping Total:		6,674.00							
SHI International Corp. 047000									
B17605356	11/10/2023	480.00	0.00	12/20/2023				No	0
71-430-4870 Equipment				Wireless Access Point- VH					
B17605356 Total:		480.00							
B17610953	11/10/2023	2,998.00	0.00	12/20/2023				No	0
71-430-4870 Equipment				Printers & Hardware- Squads					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	B17610953 Total:	2,998.00							
B17621103	11/15/2023	832.00	0.00	12/20/2023	Printers & Hardware- Squads			No	0
71-430-4870 Equipment									
	B17621103 Total:	832.00							
	SHI International Corp. To	4,310.00							
Skyline Tree Service & Landscaping									
467665									
15046-2	11/29/2023	39,025.00	0.00	12/20/2023	Tree Trimming- Chesterfield			No	0
01-445-4532 Tree Service									
	15046-2 Total:	39,025.00							
	Skyline Tree Service & Lan	39,025.00							
Stephen Zidek									
468277									
112923-GPAR5	11/14/2023	700.00	0.00	12/20/2023	Property Appraisal- 36 Monroe			No	0
19-438-4280 Professional/Consulting Fees									
	112923-GPAR5 Total:	700.00							
	Stephen Zidek Total:	700.00							
Sugar Grove Development									
039730									
216	11/21/2023	262.84	0.00	12/20/2023	Squad Washes- Nov 2023			No	0
01-440-4511 Vehicle Repair and Maint									
	216 Total:	262.84							
	Sugar Grove Development	262.84							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
<hr/>									
Sunbelt Rentals, Inc.									
043800									
147883394-0001	12/4/2023	909.11	0.00	12/20/2023				No	0
01-490-4761 Beautification Committee				Light Tower Generators Rental					
		<hr/>							
147883394-0001 Total:		909.11							
		<hr/>							
Sunbelt Rentals, Inc. Total:		909.11							
Technology Management Rev Fund									
007390									
T2410281	11/20/2023	723.32	0.00	12/20/2023				No	0
01-440-4652 Phones and Connectivity				IWIN					
		<hr/>							
T2410281 Total:		723.32							
		<hr/>							
Technology Management R		723.32							
Third Millennium Assoc. , Inc.									
033470									
30752	11/30/2023	546.13	0.00	12/20/2023				No	0
60-445-4507 Printing				Late/ Final Bills- Nov 2023					
		<hr/>							
30752 Total:		546.13							
		<hr/>							
Third Millennium Assoc. ,		546.13							
Tool Rite Ind Inc.									
468239									
2023-200	11/3/2023	790.00	0.00	12/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Tailgate Repair					
		<hr/>							
2023-200 Total:		790.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Tool Rite Ind Inc. Total:		790.00							
Treasurer, State of Illinois									
009370									
64193	11/9/2023	3,987.93	0.00	12/20/2023				No	0
01-445-4545 Traffic Signs & Signals				Rt 31, Rt 56 Traffic Lights					
64193 Total:		3,987.93							
Treasurer, State of Illinois		3,987.93							
Uline, Inc									
468220									
170683178	11/8/2023	241.86	0.00	12/20/2023				No	0
01-445-4411 Office Expenses				Paper Plates- PD					
170683178 Total:		241.86							
171156936	11/8/2023	537.03	0.00	12/20/2023				No	0
01-445-4421 Custodial Supplies				Custodial Supplies- PD					
171156936 Total:		537.03							
Uline, Inc Total:		778.89							
Underground Pipe & Valve, Co.									
468459									
063628	10/23/2023	1,455.00	0.00	12/20/2023				No	0
60-445-4563 Fire Hydrant Repair/maint				Hydrant Ext & Valve Box					
063628 Total:		1,455.00							
Underground Pipe & Valve		1,455.00							

USABlueBook

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
035680									
INV00160794	10/11/2023	615.70	0.00	12/20/2023				No	0
60-445-4563 Fire Hydrant Repair/maint				Flushing Diffuser					
INV00160794 Total:		615.70							
INV00161643	10/12/2023	212.95	0.00	12/20/2023				No	0
60-445-4563 Fire Hydrant Repair/maint				Hydrant Adapter					
INV00161643 Total:		212.95							
INV00197500	11/16/2023	186.95	0.00	12/20/2023				No	0
60-445-4563 Fire Hydrant Repair/maint				Hydrant Adapter					
INV00197500 Total:		186.95							
USABlueBook Total:		1,015.60							
Village of Montgomery									
047080									
LEAD000028	11/29/2023	471.20	0.00	12/20/2023				No	0
01-440-4652 Phones and Connectivity				Leads					
LEAD000028 Total:		471.20							
Village of Montgomery To		471.20							
Waste Management									
016240									
0000162-2011-3	12/1/2023	6,448.28	0.00	12/20/2023				No	0
01-445-4540 Streets & Alleys Rpr & Mtce				Street Sweeping					
0000162-2011-3 Total:		6,448.28							
Waste Management Total:		6,448.28							
Water Products Company									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
001170									
0319795	11/27/2023	29.59	0.00	12/20/2023				No	0
60-445-4563 Fire Hydrant Repair/maint				Clow Hydrant Parts					
0319795 Total:		29.59							
0319960	12/4/2023	180.00	0.00	12/20/2023				No	0
60-445-4423 Tools				Valve Box Lifter					
0319960 Total:		180.00							
Water Products Company T		209.59							
Water Resources									
010380									
36910	1/1/2024	1,244.00	0.00	12/20/2023				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				2" Mach 10 Meter, Flange, MIU					
36910 Total:		1,244.00							
Water Resources Total:		1,244.00							
WBK Engineering, LLC									
467655									
24768	9/30/2023	644.68	0.00	12/20/2023				No	0
21-456-4255 Engineering				Tanner Conveyance Ph2/ Sept 2023					
24768 Total:		644.68							
25045	11/25/2023	5,667.78	0.00	12/20/2023				No	0
21-456-4255 Engineering				PW Facility Site Design/ Nov 2023					
25045 Total:		5,667.78							
25063	11/25/2023	250.00	0.00	12/20/2023				No	0
21-456-4255 Engineering				Tanner Conveyance Ph2/ Nov 2023					
25063 Total:		250.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
<hr/>									
	WBK Engineering, LLC To	6,562.46							
Williams Associates Architects, Ltd.									
024930									
0022147	11/20/2023	28,808.80	0.00	12/20/2023				No	0
21-452-4501 Contractual Services				PW Facility Design Development					
<hr/>									
0022147 Total:		28,808.80							
<hr/>									
Williams Associates Archit		28,808.80							
<hr/>									
Report Total:		508,427.57							
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# Memorandum

**To:** Village President and Village Board of Trustees  
**Cc:** Steve Bosco, Village Administrator  
**From:** Natalie Stevens, Community and Board Relations Coordinator  
**Date:** December 14, 2023  
**Re:** Village Logo Use for Area Nonprofit

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The Village was recently approached by North Aurora resident Kim Mikyska about utilizing the Village's logo for a t-shirt design that would be used to benefit Kane Area Rehabilitation and Education for Wildlife (K.A.R.E.) in honor of a local wild turkey.

For a little background, North Aurora residents have fondly named a wild turkey that resides in the North Aurora area at the intersection of Randall and Mooseheart Roads 'Randi.' In honor of Randi, residents on a North Aurora Facebook group came together to create a design featuring both Randi, elements of the intersection and the Village of North Aurora logo that they wish to have made on t-shirts to raise awareness of Randi and of K.A.R.E. and to benefit the latter organization.

Kim Mikyska has included the current draft design of the t-shirt, and has noted that there may be changes to the final product that could also potentially include the Village's logo tagline or some iteration of "Crossroads on the Fox," with the suggested "RANDI Crossing roads into North Aurora and our hearts."

Due to the turnaround and the lack of a Village Board meeting in early January, the draft logo is being presented for approval from the Village Board at this time so that production of the t-shirts may go into effect sooner than late January 2024.

Please see the attached resolution for approval.

**VILLAGE OF NORTH AURORA**

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

**RESOLUTION TO ALLOW USE OF VILLAGE OF NORTH AURORA  
LOGO**

**WHEREAS**, residents of the Village of North Aurora have fondly named a wild turkey that wanders the intersection of Randall and Mooseheart Roads in and near North Aurora “Randi”; and

**WHEREAS**, residents of the Village of North Aurora, in honor of Randi, wish to raise funds to benefit the Kane Area Rehabilitation and Education for Wildlife (K.A.R.E.) by selling t-shirts which include a design that incorporates the Village of North Aurora Logo, which is attached hereto as Exhibit B; and

**WHEREAS**, the final design of the t-shirt is still in production and there may be edits to the above exhibit which may include text related to the Village (i.e. “Crossroads on the Fox,” “Village of North Aurora,” etc.); and

**WHEREAS**, the Village owns all rights to the Village Logo; and

**WHEREAS**, the Village Board of Trustees has determined that allowing North Aurora residents to utilize the Village logo to raise awareness and funds for a non-for-profit organization is permissible.

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

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

2. For the purpose of raising funds specifically for K.A.R.E. or other organizations consistent with K.A.R.E.’s mission, residents in charge of the t-shirt making may use the Village Logo in their design upon the following conditions:

- a. The logo may be used for non-commercial purposes only;
- b. The logo should be used in a similar way to the provided draft design in Exhibit B;
- c. The use of the Village Logo for the use of raising funds for K.A.R.E. is not an endorsement by the Village of North Aurora and residents utilizing the logo for this purpose shall not claim that is endorsed or hold itself out as being endorsed by the village of North Aurora;
- d. The Village of North Aurora may revoke the permission to use the Village Logo at any time for any reason.

3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

**VILLAGE OF NORTH AURORA**

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

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

Jason Christiansen \_\_\_\_\_

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

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**





VILLAGE OF NORTH AURORA

EXHIBIT B



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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, BUSINESS AND ADMINISTRATIVE SERVICES MANAGER  
**SUBJECT:** DECREASING THE NUMBER OF CLASS D LIQUOR LICENSES AND  
INCREASING THE NUMBER OF CLASS D LIQUOR LICENSES FOR  
JAY'S WINE AND LIQUORS  
**AGENDA:** DECEMBER 18, 2023 REGULAR VILLAGE BOARD MEETING

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**ITEMS**

1. An Ordinance amending the North Aurora Code Section 5.08.350 by decreasing the number of Class D Liquor Licenses authorized in the Village of North Aurora
2. An Ordinance amending the North Aurora Code Section 5.08.350 by increasing the number of Class D Liquor Licenses authorized in the Village of North Aurora

**DISCUSSION**

Jay's Wine and Liquors, 188 Butterfield Road, is changing owners. Jay's Wine and Liquors Inc. was the previous business owner and Kamla Smruti, LLC is the new owner. The new owner is requesting a Class D liquor store license. Due to the fact liquor licenses in the Village of North Aurora do not transfer, the Village will need to decrease the number of Class D liquor licenses by one then subsequently increase the number of Class D liquor licenses by one regarding the new owner's application. There are currently a total of four Class D licenses issued. All appropriate paperwork for the liquor license application has been submitted. A background check has been conducted and cleared.

Jay's Wine and Liquors liquor license request was on the December 4, 2023 Committee of the Whole agenda for discussion. The Village Board did not have any questions or comments on the request.



VILLAGE OF NORTH AURORA  
LIQUOR LICENSE APPLICATION

Customer No. \_\_\_\_\_

APPLICATION DATE: 11/15/23

Application for a CLASS D Liquor License

The undersigned applicant hereby applies for a Liquor License to sell alcoholic liquor, and/or beer and wine in the Village of North Aurora pursuant to the provisions of Title 5, Chapter 5.08 "Alcoholic Beverage Sales" of the North Aurora Municipal Code. For the purpose of securing said license, this application is made under oath and the facts set forth herein are true and correct:

Please check one: ☐ New Business ☒ New Owner/Existing Business ☐ New Manager

Type of Ownership: ☐ Corporation ☒ LLC ☐ Sole Proprietor ☐ Partnership ☐ Other \_\_\_\_\_

Type of Business: ☒ Liquor Store ☐ Supermarket ☐ Restaurant ☐ Drug Store ☐ Spa/Salon

☐ Convenience ☐ Gas Station ☐ Brewpub ☐ Craft Brewery ☐ Bar/Tavern Other: \_\_\_\_\_

If you selected restaurant, brewpub, craft brewery, or bar/tavern, your business will be required to present your business plan and floor layout to the Village Board at a Committee of the Whole meeting before a subsequent Village Board meeting where increase in the number of liquor licenses available for your application may be approved. Check the box to indicate you have read and understand this obligation. ☒

Business Name: JAY'S WINE & LIQUORS

Business Address: 188 BUTTERFIELD RD NORTH AURORA IL 60542  
Street address City State Zip

Mailing Address (if different from above): \_\_\_\_\_

Business Phone: 630 966 0882 Business Fax: \_\_\_\_\_

Website: \_\_\_\_\_ Email Address: \_\_\_\_\_

Will your establishment be pursuing Video Gaming at the time of this application? Yes ☐ No ☒

Please note, Video Gaming must be approved as a supplemental license by the Village Board. This can be done in conjunction with the initial application or at a future time and will require a floor plan and description of the business.

Please describe your business plan in detail below:

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Floor Plan Attached ☐

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



**VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS**

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

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**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350  
BY DECREASING THE NUMBER OF CLASS D LIQUOR LICENSES  
AUTHORIZED IN THE VILLAGE OF NORTH AURORA  
(Jay's Wine and Liquors)**

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

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

**Signed \_\_\_\_\_**

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

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350**  
**BY DECREASING THE NUMBER OF CLASS D LIQUOR LICENSES**  
**AUTHORIZED IN THE VILLAGE OF NORTH AURORA**  
**(Jay's Wine and Liquors)**

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

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

**5.08.350 Number of Licenses.**

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

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

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

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

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

Jason Christiansen \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Jessi Watkins, Village Clerk



**VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS**

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

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**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350  
BY INCREASING THE NUMBER OF CLASS D LIQUOR LICENSES  
AUTHORIZED IN THE VILLAGE OF NORTH AURORA  
(Jay's Wine and Liquors)**

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

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

**Signed \_\_\_\_\_**

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

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350**  
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**AUTHORIZED IN THE VILLAGE OF NORTH AURORA**  
**(Jay's Wine and Liquors)**

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- B. Seven Class "B" licenses;
- C. Four Class "C" licenses;
- D. Four Class "D" licenses;**
- E. One Class "E" license;
- F. Four Class "F" licenses;
- G. Six Class "G" licenses;
- H. One Class "J-1" license;
- I. One Class "J-3" license;
- J. One Class "L-1" license;
- K. One Class "P" license; and
- L. One Class "T" license.

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

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

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

Jason Christiansen \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_



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

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

ATTEST:

\_\_\_\_\_  
Jessi Watkins, Village Clerk

## Village of North Aurora Memorandum



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

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** December 18, 2023

**RE:** Approval of Oak Hill Special Service Area #7 2023 Tax Levy

---

The 2023 tax levy request for the Oak Hill Special Service Area (SSA) #7 was not presented at the December 4, 2023 Village Board meeting. At the time, staff was waiting on further information regarding pond improvements and the estimated cost. Staff has also learned that the Oak Hill homeowner's association is in the process of dissolving. As a result, the Village anticipates taking over common area maintenance going forward.

Last year, the Village approved a levy of \$10,000 for SSA #7 for future pond improvements. This amount is still needed for the 2023 levy as the Village continues to build funding for future pond improvements. In addition, an extra \$15,000 is needed for items such as common area landscaping, sign maintenance, creek maintenance, and other aspects of the subdivision. This additional levy amount is believed to be consistent with the amount the homeowner's association is currently paying in dues. Staff anticipates landscaping to be less than the homeowner's association is currently paying, which allows funding for other property maintenance.

The attached ordinance requests a levy of \$25,000 for the 2023 tax levy for SSA #7. Since this request exceeds last year's levy by more than 5%, a public hearing will be held.

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

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*This page is added for the purpose of affixing Recording Information*

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

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**AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL  
SPECIAL SERVICE AREA #7 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

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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 OAK HILL**  
**SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR**  
**BEGINNING JUNE 1, 2023 AND ENDING MAY 31, 2024**

WHEREAS, Ordinance No. 96-36 establishing the Oak Hill 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 \$25,000.00, which exceeds by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the notice and hearing requirements specified in Section 27-32 of the Special Service Area Tax Law (35 ILCS 200.27-32) have been satisfied; and

WHEREAS, the ordinance establishing the Oak Hill 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 \$25,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2023 and ending May 31, 2024 for the Oak Hill 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 Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

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

Jason Christiansen \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

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

ATTEST:

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

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

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** 840 ICE CREAM DRIVE SPECIAL SERVICE AREA #46  
**AGENDA:** DECEMBER 18, 2023 REGULAR VILLAGE BOARD MEETING

---

**ITEM**

An Ordinance Establishing 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 backup 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.

At the 12-4-23 Board Meeting, the Board passed an ordinance proposing the establishment of the SSA to start the process. A Public Hearing is scheduled for the 12-18-23 Board Meeting. This ordinance completes the process by officially establishing the SSA. Staff will work with Kane County to get it filed and recorded after it is officially passed.



**VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS**

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

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

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

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

**Signed \_\_\_\_\_**

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

**AN ORDINANCE ESTABLISHING 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**, Ordinance No. 2023-12-04-03, being an Ordinance Proposing the Establishment of a Special Service Area No. 46 for the 840 Ice Cream Drive Development (to be known as SSA # 46) (the “Ordinance Proposing”) was approved by the North Aurora Village Board on December 4, 2023, and a public hearing was held on December 18, 2023, pursuant to notice published in a newspaper of general circulation in the Village and mailing notices to all persons in whose names the general taxes for the last preceding year were paid as required by law; and

**WHEREAS**, the Ordinance Proposing proposes the imposition and levy of special service area tax from the properties within SSA #46 to be levied as needed, but only as a backup source of funding, for the special services related to the Common Facilities that are 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; 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 in keeping with the local and state laws, codes and regulations, and any administrative and related costs associated therewith, and the SSA #46 is only intended as a backup source of funding for the services that are the owners' primary obligations; and

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

**WHEREAS**, after considering the information presented to the Board of Trustees at the public hearing, the President and Board of Trustees find that it is in the best interest of the Village and of the residents and property owners of the Village and of the properties in the Special Service Area, as described below, that SSA #46 be established.

**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. A Special Service Area to be known and designated as the "Special Service Area No. 46 in the 840 Ice Cream Drive development in the Village of North Aurora is hereby established and shall consist of all of the platted lots in the Property.
3. That a Special Service Area No. 46 is hereby established 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 basin(s), stormwater sewer lines directly serving such basins, and surface drainage facilities, including such stormwater detention elements on Lot 3, and Parcel 4 thereof, including repair, flushing, replacement and ongoing maintenance of the Common Facilities and 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 for orchestrating the services that are provided (collectively the "Special Services").
4. That special service area taxes shall be levied indefinitely 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, and that the special annual taxes levied shall be limited so that the total of said tax does not exceed in annual amount of fifty cents (\$.50) per One Hundred Dollars (\$100) of assessed valuation, as equalized, to be levied against the property included in the said Special Service Area No. 46.



5. To the extent that this ordinance or any of its provisions supplements, conflicts with, or is inconsistent with any other Village Ordinance, the terms of this Ordinance shall control and be applied.

6. A certified copy of this Ordinance shall be filed for record in the office of the Recorder of Kane County no later than sixty (60) days after its enactment.

7. This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication in pamphlet form in the manner provided by law, on condition that no valid petition objecting to the establishment of this Special Service Area is filed in accordance with the requirements of the Special Service Area Tax 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 Christensen	_____	Laura Curtis	_____
Mark Guethle	_____	Michael Lowery	_____
Todd Niedzwiedz	_____	Carolyn Salazar	_____

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

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

ATTEST:

\_\_\_\_\_  
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 DISTANCE 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 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 3:

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 QUARTER, 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 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 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

## Village of North Aurora Memorandum



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

**From:** Mandy Flatt, Finance and Human Resources Manager

**CC:** Steven Bosco, Village Administrator

**Date:** December 14, 2023

**RE:** Revision to Human Resources Manual

---

Attached are the proposed revision to the Village's Human Resources Manual regarding the Illinois Paid Leave for All Workers Act (IPLAWA). The revision is as follows to comply with all workers being provided with paid leave:

1. **Section 5.4 Vacation Leave:** This section will need to be retitled Section 5.4 Paid Time Off (PTO) Leave. Within the section designation is put into place for Full Time Employees vs Part Time Employees. **Everything remains the same for Full Time Employees.** We added wording to indicate Part Time employees are eligible to earn up to forty (40) hours of PTO time a year at a rate of one hour for every forty hours worked. There was also a need to insert a statement about this policy being credited against any paid leave entitlement employees may have under the IPLAWA.

This will make the Village of North Aurora compliant with PLFAW Act.

**Resolution No. \_\_\_\_\_**  
**Resolution to Approve Revisions to the Human Resources Manual**  
**for the Village of North Aurora**

**WHEREAS**, the Village of North Aurora adopted a revised Human Resources Manual on November 2, 2015 and was subsequently modified on December 19, 2016 March 6, 2017, December 18, 2017, October 15, 2018, August 19, 2019, November 18, 2019, and August 21, 2023; and December 18, 2023; and

**WHEREAS**, the Village has determined that further revisions should be made that are in the Village's best interest to be made; and

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Human Resources Manual Revisions summarized in the document attached hereto and incorporated herein as Exhibit "A" are hereby approved by the corporate authorities.
3. This Resolution shall take immediate full force and effect from and after its passage and approval.

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

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

Jason Christiansen \_\_\_\_\_

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

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

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

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

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

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

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

ATTEST:

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

04/01 – 06/30	12 Hours
07/01 – 09/30	6 Hours
10/01 – 12/31	0 Hours

#### **5.4 Paid Time Off Leave**

Paid Time Off (PTO) leave is provided on the basis that employees benefit by periodic intervals of rest and recreation and time away from their job with the Village and that an appropriate work-life balance contributes to the employee's overall well-being and ability to effectively carry out their job responsibilities. As such, employees can use this leave for any reason. Accrual of such benefits derives from continued and ongoing service to the Village.

Full Time Employees accrue PTO leave based on their full-time anniversary date with the Village and the number of years of service based on the schedule below. PTO leave will be earned to the employee on a per pay period basis on the 1<sup>st</sup> and 2<sup>nd</sup> pay dates of each month (or twenty-four (24) times per year, also the "Accrual Rate.")

<u>Years of Service- Full time Employees</u>	<u>Annual PTO Amount</u>	<u>Accrual Rate</u>
Start Through Completion of 3 Years	2 Weeks (80 Hours)	3.333
Beginning Year 4 Through Completion of Year 5	2 ½ Weeks (100 Hours)	4.166
Beginning Year 6 Through Completion of Year 10	3 Weeks (120 Hours)	5.000
Beginning Year 11 Through Completion of Year 20	4 Weeks (160 Hours)	6.666
Beginning Year 21 and After	5 Weeks (200 Hours)	8.333

Part time employees are eligible to earn up to forty (40) hours of PTO time a year at a rate of one hour for every forty hours worked.

The PTO accrual rate for Department Head positions will never be less than three (3) weeks per year but otherwise consistent with the above table.

#### **Maximum Accrual and Exceptions**

PTO leave will be earned per the schedule above and leave will be deducted from the employee's total time when used. The maximum amount of PTO leave that an employee will be allowed to accumulate in their PTO bank will be equal to one (1) year's Annual PTO Amount as set forth in the schedule above plus one (1) week ("Maximum Accrual"). Once an employee reaches the Maximum Accrual PTO leave will cease to accrue until an employee is no longer at the Maximum Accrual. Employees are responsible for monitoring the amount of PTO leave they have accumulated and providing sufficient notice and request to use such leave so that the Maximum

Accrual is not exceeded.

The Village Administrator may approve a temporary accumulation of PTO leave greater than the Maximum Accrual, at his sole discretion based on the operational needs of the department and Village. Such additional accrual may not exceed one (1) additional week of PTO leave greater than the Maximum Accrual. Employees granted a temporary accumulation of vacation leave greater than the Maximum Accrual must use enough PTO leave within a twelve (12) month period after Village Administrator approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.

#### PTO Leave Requests

The Village will make reasonable attempts to accommodate PTO leave requests, subject to the operational needs of each Department. Generally no more than two (2) weeks of vacation may be taken consecutively. Requests longer than two weeks require Department Head and Village Administrator approval.

PTO leave will be paid at the employee's normal straight time hourly rate. Employees should typically attempt to request the use of PTO leave at least one (1) week in advance.

The Department Head and Village Administrator may authorize an advance of PTO leave of up to two (2) days in order to accommodate an employee's vacation leave that may result in an employee's vacation leave accrual being negative after the vacation usage. Employees must be in good standing with the Village to be eligible for consideration.

Accrued but unused PTO leave shall be paid out to the employee upon termination of employment.

#### Additional PTO Leave Benefits

The Village Administrator is authorized to grant additional PTO benefits to prospective employees as a condition of employment, recognizing the need of the Village to attract highly qualified candidates as part of an overall wage/benefit proposal. Such benefits shall be made in writing at the time of initial employment, become part of the employee's file and communicated as such to the Village Board.

#### Payment in Lieu of Paid Time

Eligible employees not represented by a collective bargaining agreement may elect to "cash out" a limited number of hours of PTO time on an annual basis. Annually in November the Finance Department will inform employees of the option and provide forms and deadlines for employees to consider the option for the year. Generally, the process will be conducted so that the payout of accrued time is processed by the first paycheck in December.

In order to be eligible an employee must have at least one (1) year of continuous full-time employment as of November 30<sup>th</sup>, not be in any introductory status and be in good standing with the Village. Employees may elect to cash out up to sixty (60) hours of PTO time annually.



Payment will be made at the employee's current hourly rate as of the last day of the prior two-week payroll period being paid on the 1<sup>st</sup> payday of December.

This policy shall be credited against any paid leave entitlement employees may have under the Illinois Paid Leave for All Workers Act ("IPLAWA"). Employees will not be eligible to earn any additional leave under the IPLAWA.

## **5.5 Sick Leave**

### **Accrual**

Eligible employees shall accrue sick leave at the rate of eight (8) hours per month. The maximum amount of sick leave that can be accrued is four-hundred-eighty (480) hours or sixty (60) days for an eight-hour day.

(Note: Employees hired before June 22, 1998 will be allowed to retain any accumulated sick leave in excess of the maximums established in this policy. However, once those days are used, and the employee's sick leave balance falls below the current maximums authorized the employee will adhere to the new maximum accumulations)

The Illinois Municipal Retirement Fund (IMRF) currently offers additional service credit for accumulated sick days at the time an employee applies for their IMRF pension. The Village will allow employees to accrue additional sick time over and above 480 hours to be applied solely for additional service credit. The maximum additional amount that will be allowed will be based on IMRF's limits in place at the time. This additional sick leave will be tracked separately from the normal sick leave bank. When an employee uses sick leave, the sick leave will be deducted from the normal sixty (60) day sick leave bank. Sick leave credited to the IMRF service credit bank shall only occur when the normal sick leave bank has reached the maximum. All sick leave accrued by IMRF eligible employees shall be eligible for additional service credit as permitted by IMRF and state statutes from time-to-time.

No sick leave shall be credited to an employee who is on an unpaid leave of absence of thirty (30) days or longer.

### **Sick Leave Requests**

Sick leave shall not be considered a benefit to be used at the employee's discretion for personal or other business. Sick leave shall be allowed only in the following situations:

1. Actual sickness, injury, disability or hospitalization of the employee
2. Medical or dental appointments which cannot be reasonably scheduled outside of working hours
3. Absence required by illness or disability of the employee's immediate family, defined for the purposes of this section to be parent, spouse or child and all "half" and "step" relationships

Pursuant to the Illinois Employee Sick Leave Act ("ESLA"), employees may use up to one half

04/01 – 06/30	12 Hours
07/01 – 09/30	6 Hours
10/01 – 12/31	0 Hours

#### **5.4 ~~Vacation~~ Paid Time Off Leave**

~~Paid Time Off (PTO)~~ ~~Vacation~~ leave is provided on the basis that employees benefit by periodic intervals of rest and recreation and time away from their job with the Village and that an appropriate work-life balance contributes to the employee's overall well-being and ability to effectively carry out their job responsibilities. As such, employees can use this leave for any reason. Accrual of such benefits derives from continued and ongoing service to the Village.

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The PTO ~~vacation~~ accrual rate for Department Head positions will never be less than three (3) weeks per year but otherwise consistent with the above table.

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PTO ~~Vacation~~ leave will be earned per the schedule above and leave will be deducted from the employee's total time when used. The maximum amount of PTO ~~vacation~~ leave that an employee will be allowed to accumulate in their PTO ~~vacation~~ bank will be equal to one (1) year's Annual PTO ~~Vacation~~ Amount as set forth in the schedule above plus one (1) week ("Maximum Accrual"). Once an employee reaches the Maximum Accrual PTO ~~vacation~~ leave will cease to accrue until an employee is no longer at the Maximum Accrual. Employees are responsible for monitoring the amount of PTO ~~vacation~~ leave they have accumulated and providing sufficient notice and request

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Eligible employees not represented by a collective bargaining agreement may elect to "cash out" a limited number of hours of PTOvacation time on an annual basis. Annually in November the Finance Department will inform employees of the option and provide forms and deadlines for employees to consider the option for the year. Generally, the process will be conducted so that the payout of accrued time is processed by the first paycheck in December.

In order to be eligible an employee must have at least one (1) year of continuous full-time employment as of November 30<sup>th</sup>, not be in any introductory status and be in good standing with

the Village. Employees may elect to cash out up to sixty (60) hours of ~~PTO~~~~vacation~~ time annually. Payment will be made at the employee's current hourly rate as of the last day of the prior two-week payroll period being paid on the 1<sup>st</sup> payday of December.

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(Note: Employees hired before June 22, 1998 will be allowed to retain any accumulated sick leave in excess of the maximums established in this policy. However, once those days are used, and the employee's sick leave balance falls below the current maximums authorized the employee will adhere to the new maximum accumulations)

The Illinois Municipal Retirement Fund (IMRF) currently offers additional service credit for accumulated sick days at the time an employee applies for their IMRF pension. The Village will allow employees to accrue additional sick time over and above 480 hours to be applied solely for additional service credit. The maximum additional amount that will be allowed will be based on IMRF's limits in place at the time. This additional sick leave will be tracked separately from the normal sick leave bank. When an employee uses sick leave, the sick leave will be deducted from the normal sixty (60) day sick leave bank. Sick leave credited to the IMRF service credit bank shall only occur when the normal sick leave bank has reached the maximum. All sick leave accrued by IMRF eligible employees shall be eligible for additional service credit as permitted by IMRF and state statutes from time-to-time.

No sick leave shall be credited to an employee who is on an unpaid leave of absence of thirty (30) days or longer.

### Sick Leave Requests

Sick leave shall not be considered a benefit to be used at the employee's discretion for personal or other business. Sick leave shall be allowed only in the following situations:

1. Actual sickness, injury, disability or hospitalization of the employee
2. Medical or dental appointments which cannot be reasonably scheduled outside of working hours
3. Absence required by illness or disability of the employee's immediate family, defined for the purposes of this section to be parent, spouse or child and all "half" and "step" relationships

## Village of North Aurora Memorandum



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

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** December 18, 2023

**RE:** Approval of Revised 0.5% Non-Home Rule Sales Tax Increase Ballot Question

---

At the December 4, 2023 Village Board meeting, the Board approved the following referendum question for the March 19, 2024 election:

“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?”

As a reminder, the ballot question must be substantially in the form listed in the State statute. The question above meets the requirements of the Statute. The Village Board requested that staff research changing the wording of the question to lead with the purpose of the referendum.

Staff submitted a revised question to the Illinois Department of Revenue (IDOR) to see if it still met the requirements of the statute. The revised question reads:

“For the purpose of expenditures on public improvements and infrastructure, expenditures on municipal operations, and/or for property tax relief, 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%?”

The IDOR responded that this revised question is still substantially in the form of the one listed in the State statute. Attached is a resolution for approval that contains the updated language. If the Board approves the updated question, this resolution will be certified with the County instead of the one approved at the December 4<sup>th</sup> meeting.



**VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS**

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

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

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

Signed \_\_\_\_\_

VILLAGE OF NORTH AURORA

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

**VILLAGE OF NORTH AURORA**

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:  
  
“For the purpose of expenditures on public improvements and infrastructure, expenditures on municipal operations, and/or for property tax relief, 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%?”
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 Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

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

Jason Christiansen \_\_\_\_\_

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

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

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

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

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



**VILLAGE OF NORTH AURORA**

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

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

ATTEST:

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



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

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

Date: December 11, 2023

Re: Route 31 & Airport Road Intersection Right-of-Way Acquisition Services Agreement

---

The Village currently is completing the design and Illinois Department of Transportation (IDOT) permitting for the Route 31 and Airport Road Intersection Improvement Project. This project would include widening of the intersection at the corners, which would improve the intersection geometrics allowing trucks to make the turns more fluidly. It would also include the relocation and modification of traffic signal equipment and sidewalk at the intersection.

The IL 31 and Airport Road intersection is under the jurisdiction of IDOT; however, they do not have any improvements planned for this intersection currently. As the current geometrics of the intersection effects truck access to North Aurora businesses and is a safety concern, the Village is undertaking the project. The design and permitting process is at the stage where the extent of additional right-of-way (ROW) has been determined to make the necessary improvements to the intersection. ROW will be needed from two parcels on the east side of the intersection, from the parcel on the southwest corner of the intersection, and from the parcel on the northwest corner of the intersection which the Village owns (Police Department site).

The Village requested proposals from two firm's that perform land acquisition services with experience with meeting IDOT requirements for the ROW acquisition. The services include completing appraisals, review of appraisals, negotiations with the property owners, closing support, and IDOT certification. A summary of their pricing is below:

Name	Cost
Mathewson Land Services, Inc.	\$33,000.00
Santacruz Land Acquisitions	\$26,700.00

The project has been budgeted for in the TIF Fund, which included \$25,000 for the ROW acquisition services. A \$500,000 grant from the Illinois Department of Commerce & Economic Opportunity has also been awarded to the Village to assist with the funding for the

improvement. The current engineers' estimate for the construction of the improvements is approximately \$575,000. The cost of the project beyond the grant funds is budgeted within the TIF Fund.

Staff reviewed the professional services agreement prepared by Santacruz Land Acquisitions for the ROW acquisition services. It was determined that the scope outlined in the agreement is sufficient to address the needs of the project, so it is the Staff recommendation to enter into an agreement with Santacruz Land Acquisitions in the amount of \$26,700.00.



222 Northfield Road · Suite 201· Northfield, IL 60093  
Telephone: 847.251.5800 | Facsimile: 847.868.9620  
[www.santacruz-associates.com](http://www.santacruz-associates.com)

*Providing Right-of-Way Acquisition services since 1992*

## **PROPOSAL FOR LAND ACQUISITION SERVICES**

### **The Intersection of IL 31 and Airport Road Village of North Aurora**

**Santacruz Land Acquisitions** specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Village of North Aurora, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting.
- Manage the acquisition risks, including the cost of condemnation litigation.
- Compliance with land acquisition policies and procedures and FWA policies that affect the certification and funding of your project.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA to develop a land acquisition plan for the reconstruction of The Intersection of IL 31 and Airport Road (the “Project”) to assure that the goals are met.

*Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.*

### **COMPENSATION**

Santacruz shall be entitled to compensation, based on **three (3)** projected parcels of right-of-way, as follows:

<b>APPRAISALS:</b>	<b>\$9,600.00</b>
<b>REVIEW APPRAISALS:</b>	<b>\$4,800.00</b>
<b>NEGOTIATIONS:</b>	<b>\$9,900.00</b>

As directed, Santacruz shall invoice the LPA for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz shall include **\$800.00** per parcel for these charges. Santacruz shall pay any such fees and charges in excess of the **\$800.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$26,700.00** as follows (per the pricing schedule attached):

<b>Land Acquisition Services</b>	<b>\$24,300.00</b>
<b>Estimated Direct Billable Expenses</b>	<b>\$2,400.00</b>

**The pricing on this proposal shall be good for twelve months of the date of this proposal: December 12, 2023.**

*See attached for Scope of Services and Team resumes.*

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at [javier@santacruz-associates.com](mailto:javier@santacruz-associates.com).

Sincerely,



Javier Steve Santacruz

**PRICING SCHEDULE**

**Appraisal Services (per parcel)**

Appraisals	\$3,200.00
Revision to appraisal due to change in ROW or plans <sup>1</sup>	\$1,500.00 - \$3,200.00

**Review Appraisal Services (per parcel)**

Review Appraisals	\$1,600.00
Revision to review appraisal due to change in ROW or plans <sup>1</sup>	\$1,000.00 - \$1,600.00

**Negotiation Services (per parcel)**

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,300.00
Additional negotiations due to change in ownership or plans <sup>1</sup>	\$2,000.00 - \$3,300.00

**Witness Services (if applicable)**

Rate for each ½ day in pretrial conference or in court for Negotiator <sup>1</sup>	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser <sup>1</sup>	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

**Title Services (if applicable)**

Later date commitment – In addition to actual recording costs	
+ Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs	
+ Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees	
+ Administrative fee	\$25.00

<sup>1</sup> Requires supplemental work order.

**LAND ACQUISITION SCOPE OF SERVICES**

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals and review appraisals
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”), and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Introductory Notice to Owners.** The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.
- **Appraisal.** The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Review Appraisal.** All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property have been considered in the appraisal. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
  - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.
  - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
  - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
  - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
  - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.

- If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.
- Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).
- **Project Management.** Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support.** Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

## **THE TEAM**

### ***Javier Steve Santacruz – President and Project Manager***

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

### ***Jonathan Abplanalp – Vice President and Negotiator***

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.



***Dylan Santacruz – Negotiator***

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

***Agafya Gerovoy – Real Estate Paralegal***

Agafya has been with Santacruz since 2017 and is realtor with extensive experience real estate and right-of-way transactions.

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: Brandon Tonarelli, Assistant Public Works Director & Village Engineer  
Kevin Drendel, Village Attorney  
Date: December 8, 2023  
Re: Award Contract and Settlement Agreement for Tanner / Remington Outfall  
Conveyance Project

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The project includes the installation of approximately 4,000 feet of 36" reinforced concrete pipe (RCP) storm sewer, 3,000 feet of 24" RCP storm sewer, and manholes. This storm sewer is being installed to replace the existing storm sewer that is the outlet for the Tanner Trails and Remington Landing detention basins.

In 2019, a segment of the existing sewer collapsed, and an emergency repair was needed to be performed as it caused the detention basins to rise to elevated levels and reduced the capacity of the system. Additionally, it caused flooding to the farm fields downstream of the storm sewer. The remainder of the storm sewer was evaluated and found to be in poor condition and at risk for failing in other locations.

In August 2020, WBK Engineering presented options at the Committee of the Whole, for replacing part of or all the storm sewer. Full replacement was the preferred option. In June 2021, an agreement with WBK Engineering for design engineering was approved by the Village Board for the full replacement of the storm sewer. At this point in time, the estimated project cost was approximately \$1.1 million.

During the design phase, soil borings were completed, and it was found that there are poor soils and a high ground water table. Additional stone below the proposed pipe is required to properly support it and there is the potential for significant dewatering of the trench during construction. Due to these additional costs and inflation from the last estimate, the engineers' estimate had increased to approximately \$2.33 million.

On October 2, 2023, six sealed bids were received for the Tanner / Remington Outfall Conveyance Project. A summary of the bid is below.

<b>COMPANY</b>	<b>AS CALCULATED BID AMOUNT</b>
Performance Construction & Engineering, LLC	\$2,387,878.00
Berger Contractors, Inc.	\$3,945,000.74
Martam Construction	\$3,960,704.20
Swallow Construction	\$4,072,582.50
Trine Construction Corp.	\$4,417,770.00
Bluff City Materials	\$5,051,226.94

Performance Construction & Engineering, LLC was the low bidder for the project in the amount of \$2,387,878.00. The construction cost will be paid from the Capital Projects Fund. The fiscal year budget currently has \$1,400,000 for this project.

Shortly after the bid opening, a representative of Performance Construction & Engineering, LLC had called Village staff indicating that they were concerned that they may have made a mistake on their bid. They later followed up indicating that an incorrect unit price for one of the items was entered into the bid proposal form.

The Village Board has a legal right to award the contract to the lowest bidder, but the lowest bidder has asserted that they made a mistake in the unit price for dewatering by well point, and that mistake made a very substantial difference in the low bid amount. The Village has a right to accept the low bid and to have the low bidder perform the work at the bid price. The lower bidder also submitted a bid bond to guarantee the work to be done at the price.

The mistake the low bidder claims is unilateral and is not evident on the face of the bid. The low bidder claims that they cannot and will not perform the work for the bid price because of the mistake. The Village could assert a claim on the bid bond, but the amount of the bid bond is grossly insufficient to cover the loss the Village would incur if it accepted the second lowest bid. The bonding company also might assert the defense of “mistake” by the bidder and refuse to pay out, requiring the Village to litigate to obtain payment.

The Village could take the low bidder to court to seek an order of specific performance to require the low bidder to do the work for the amount of the bid or to seek damages if the Village must pay significantly more to complete the project with the second lowest bidder, but litigation is not a sure thing. The low bidder would likely assert unilateral mistake as a defense. While the low bidder is not assured of success with that defense, the Village also is not assured of success in enforcing the contract against that defense.

In this context, Village staff recommends going ahead and awarding the contract to the low bidder. The staff has also negotiated a resolution of this dispute with the low bidder and has reached a compromise out of court so that the work can get done. The compromise substantially increases the cost to complete the work over the low bid amount, but the cost is even more substantially less than the next lowest bidder’s amount. The compromised amount is substantially more than the engineering estimate to do the work, but the current economic realities suggest that rebidding the project will likely result in the same or even greater cost than the second lowest bidder amount.

Given all these realities, Village Staff believes that they have worked out the best possible solution and submit a settlement agreement to the Board for approval the avoids litigation, uncertainty, and delays the project from getting done.

The Settlement Agreement amends the unit price for Dewatering by Well Point to \$10,000.00 each. The original proposal had a quantity of 70, however the amended agreement reduces the quantity to 50 and payment to the contractor is also capped at 50. The required completion date for the project is also being changed to May 31, 2024, due to the project being awarded and starting later than originally planned. With the change of the unit price and quantity, the amended award amount for the project is \$2,880,878.00.

Staff recommends award of the contract to the low bidder, Performance Construction & Engineering, LLC in the amount of \$2,387,878.00 and the approval of the Settlement Agreement and reformation of the contract with Performance Construction & Engineering, LLC amending the award amount to \$2,880,878.00.

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**TANNER / REMINGTON OUTFALL CONVEYANCE SYSTEM PROJECT**

Required For Use By: Public Works Department

**VILLAGE OF NORTH AURORA**

North Aurora, Illinois 60542

**> CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE #20**

**\*\* MUST BE EXECUTED AND NOTARIZED \*\***

**> ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

**> ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:

October 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, October 3, 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 Tanner / Remington Outfall Conveyance System Project. 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, October 3, 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: Tanner / Remington Outfall Conveyance System Project

Designated Date of Bid Opening

Hour Designated for Bid Opening

Village of North Aurora

Attn: Brandon Tonarelli

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 Tuesday, September 19, 2023.

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 (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the (30 ILCS 570/) Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207) and an Apprenticeship Training Program certified by the USDOL.

# Tanner / Remington Outfall Conveyance System Project

Village of North Aurora

## ADDENDUM NO. 1

September 27, 2023

This addendum applies to the Village of North Aurora Contract Documents and Project Specifications entitled: "Tanner / Remington Outfall Conveyance System Project" issued for bid on September 19, 2023.

This Addendum forms part of the Contract Documents and modifies the original bidding documents as noted below. Acknowledge receipt of this Addendum on the Bid Form. Bids shall include all items included in this Addendum. **This Addendum shall be stapled to the original Contract Documents which shall be included as part of the "SEALED BID DOCUMENTS."**

### Contract Documents

The following revisions/clarifications shall be made part of the Contract Documents, and shall be considered in preparing the proposal:

1. Revisions to the special provision section entitled, "SP-17 STORM SEWERS" located on page 26 of the special provisions are as follows:

- a. The third paragraph which reads, *"All granular materials (CA-6 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

shall be deleted and replaced with the following paragraph, *"All granular materials (CA-7 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

2. Revisions to the special provision section entitled, "SP-25 GRANULAR BACKFILL" located on page 29 of the special provisions are as follows:

- a. The first sentence in the second paragraph which reads, *"All granular materials (CA-6 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

shall be deleted and replaced with the following sentence, *"All granular materials (CA-7 aggregate) from the trench bottom (4" below the outside bottom of the pipe) to the spring line of the pipe beneath non-pavement areas shall be considered incidental backfill materials and included in the cost of the storm sewer pipe."*

END OF ADDENDUM NO. 1

Acknowledged 9/27/23

X Haley Lichten

## **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:

Performance Construction & Engineering, LLC

217 W. John Street, Plano, IL 60545

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 #18-19**
- **CONTRACTOR'S CERTIFICATION BID PROPOSAL - PAGE #20**
- **CONTRACTOR BID AGREEMENT PAGE #22**
- **APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION PAGE #23**

**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 [htonarelli@northaurora.org](mailto:htonarelli@northaurora.org) via email with the subject line "Tanner / Remington Outfall Conveyance System 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 21 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 Illinois Toxic Substances Disclosure to Employees Act.

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	COMBINED SINGLE LIMIT PER OCCURRENCE
2. Premises - Operations	FOR BODILY INJURY AND PROPERTY
3. Explosion & Collapse Hazard	DAMAGE
4. Underground Hazard	\$1,000,000
5. Products/Completed Operations Hazard	PERSONAL INJURY PER OCCURRENCE
6. Contractual Liability Coverage Included	\$1,000,000
7. Broad Form Property Damage -	GENERAL AGGREGATE
construction projects only	\$2,000,000
8. Independent contractors	
9. Personal Injury	

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

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Worker's Compensation and Occupational Diseases

### **STATUTORY LIMIT**

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Employer's Liability Insurance per Occurrence	\$1,000,000
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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, its 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 Cancellation 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 self-insured 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 \_\_\_\_\_
- 2. Policy Number \_\_\_\_\_
- 3. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- 4. Endorsement Effective Date \_\_\_\_\_
- 5. Named Insured \_\_\_\_\_
- 6. Address of Named Insured \_\_\_\_\_
- 7. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_
- 8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**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, its 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 Cancellation 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 REPRESENTATIVE OF THE INSURER.**

I, \_\_\_\_\_ (print/type name), warrant,  
and by my signature hereon do so certify, that the required coverage is in place.

Signature of: \_\_\_\_\_

Authorized Representative (Original signature required on endorsement furnished to the Village).

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ 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 (NPDES), 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.

# VILLAGE OF NORTH AURORA

## TANNER / REMINGTON OUTFALL CONVEYANCE SYSTEM

### II. PROJECT SPECIFICATIONS

#### 1. INTENT

The intent of these plans, specifications and contract is to remove approximately 1,300 linear feet of storm sewer pipe and install approximately 7,000 linear feet of reinforced concrete pipe varying in size from 18", 24", and 36" diameter from the Lake Run drainage ditch to Tanner Trails Unit 6 stormwater basin. Other work includes installation of storm manholes, soil erosion and sediment control measures, site restoration, and other appurtenant work for a complete improvement at the project. The project includes all other related and incidental work which 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 Contractor. 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 have available on the job site at all times 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 warranties 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. Work shall not commence until neighboring crops surrounding the project area have been harvested. The Contractor shall confirm harvesting completion with the Village prior to commencement of work. 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 \$1,725

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

**18. ENGINEERING PLANS**

See Final Engineering Plans.

# TANNER / REMINGTON OUTFALL CONVEYANCE SYSTEM PROJECT

## 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:

### BASE BID

Item No.	SPECIAL PROVISION	BID ITEMS	UNIT	QUAN.	Unit Price	Total
1	1	MOBILIZATION	L SUM	1	\$140,000.00	\$140,000.00
2	2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$87,200.50	\$87,200.50
3	3	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	\$10,000.00	\$10,000.00
4	4	PRECONSTRUCTION VIDEOTAPING	L SUM	1	\$3,500.00	\$3,500.00
5	5	STREET SWEEPING AND DUST CONTROL	HOUR	50	\$115.00	\$5,750.00
6	7	DEWATERING BY WELL POINT	EACH	70	\$100.00	\$7,000.00
7	8	CLEARING AND TREE REMOVAL	ACRE	0.60	\$7,500.00	\$4,500.00
8	9	SEEDING, CLASS 4B & 5B	ACRE	0.31	\$15,000.00	\$4,650.00
9	9	SEEDING, CLASS 4	ACRE	1.98	\$5,000.00	\$9,900.00
10	9	SEEDING, CLASS 1	ACRE	0.56	\$5,000.00	\$2,800.00
11	9	NITROGEN FERTILIZER NUTRIENT	POUND	257	\$3.00	\$771.00
12	9	POTASSIUM FERTILIZER NUTRIENT	POUND	257	\$3.00	\$771.00
13	9	EROSION CONTROL BLANKET	SQ YD	13,794	\$3.00	\$41,382.00
14	10	PERIMETER EROSION BARRIER	FOOT	715	\$4.00	\$2,860.00
15	11	STORM SEWER REMOVAL, 18"	FOOT	12	\$5.00	\$60.00
16	11	STORM SEWER REMOVAL, 24"	FOOT	1,294	\$5.00	\$6,470.00
17	12	HOT-MIX ASPHALT PAVEMENT REMOVAL	SQ YD	8	\$20.00	\$160.00
18	13	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 2"	TON	0.93	\$3,000.00	\$2,790.00
19	14	6" AGGREGATE BASE COURSE, CA-6	SQ YD	8	\$30.00	\$240.00
20	15	CONSTRUCTION FENCE	FOOT	1,753	\$2.00	\$3,506.00
21	16	STABILIZED CONSTRUCTION ENTRANCE	L SUM	1	\$7,500.00	\$7,500.00
22	17	STORM SEWERS, CLASS A, TYPE 1 36"	FOOT	3,436	\$245.00	\$841,820.00
23	17	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	3,075	\$220.00	\$676,500.00
24	17	HDPE DUAL WALL PIPE, 24"	FOOT	22	\$250.00	\$5,500.00
25	17	PVC SDR-26 PIPE, 18"	FOOT	22	\$300.00	\$6,600.00
26	17	STORM SEWERS, CLASS A, TYPE 1, EQUIVALENT ROUND SIZE 36"	FOOT	601	\$260.00	\$156,260.00
27	18	PRECAST REINFORCED CONCRETE FLARED END SECTIONS W/ GRATE, 36"	EACH	1	\$5,000.00	\$5,000.00

28	19	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$9,500.00	\$9,500.00
29	19	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	13	\$7,200.00	\$93,600.00
30	19	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	11	\$6,000.00	\$66,000.00
31	20	RIPRAP (RR-3)	CU YD	8	\$200.00	\$1,600.00
32	21	FILTER FABRIC	SQ YD	36	\$10.00	\$360.00
33	22	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	4,895	\$0.50	\$2,447.50
34	23	CONNECT TO EXISTING MANHOLE	EACH	2	\$3,500.00	\$7,000.00
35	23	CONNECT EXISTING PIPE TO PROPOSED MANHOLE	EACH	1	\$2,500.00	\$2,500.00
36	24	UNDERCUT	CU YD	3,264	\$5.00	\$16,320.00
37	25	GRANULAR BACKFILL, CA-1	CU YD	3,264	\$15.00	\$48,960.00
38	26	ITEMS ORDERED BY ENGINEER	L SUM	1	\$106,100	\$106,100
TOTAL BASE BID PRICE =						\$2,387,878.00
Total Base Bid Price In Words:						
Two Million Three Hundred Eighty Seven Thousand Eight Hundred Seventy Eight Dollars and Zero Cents.						

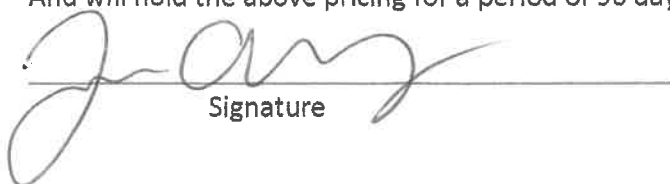
*The Village of North Aurora reserves the right to award the Contract to the lowest responsible Bidder for the Base Bid based upon the Village's best financial interest. Each Bidder must submit bids for the Base Bid to be eligible for the award of the Contract. Failure to do so will result in the rejection of the Contractor's bid.*

Start Date	October 23, 2023
Calendar Completion Date	March 29, 2024

Name of Bidder: Performance Construction & Engineering, LLC  
Address: 217 W. John Street, Plano, IL 60545  
Telephone No. 630-273-2693 Email. lonnie6272@gmail.com  
Contact Name: Lonnie Avery  
Title: President  
Date: 10/3/2023

I Lonnie Avery (print name) verify that I am authorized to provide the above pricing on behalf of Performance Construction & Engineering, LLC (company name)

And will hold the above pricing for a period of 90 days from the date of the bid opening.

  
Signature

10/3/2023  
Date



### Contractor's Certification

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

Print Name:

Contractor Performance Construction & Engineering, LLC

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: 10/3/2023

Contractor By: 


Title: President

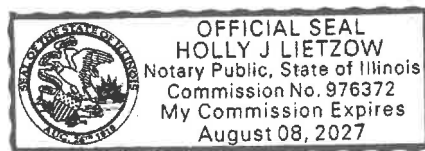
(State of Illinois) SS County of Kendall

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Lonnie Avery 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: 10/3/2023

Notary Public: 



### List of Subcontractors and Suppliers

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 "none" 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

Schollmeyer Landscaping 6S578 Dauberman Rd. Big Rock IL 60511 630-556-3042	Landscape Restoration

#### Suppliers

#### Material

Welch Brothers	Pipe

## 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.

Signed: \_\_\_\_\_

Print Name: Lonnie Avery

Title: President

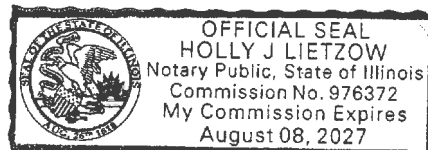
Date: 10/3/2023

(State of Illinois) SS County of Kendall

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Lonnie Avery 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: 10/3/2023

Notary Public: \_\_\_\_\_



## 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.

1. 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.

International Union of Operating Engineers & Fox Valley Laborers Union

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 award 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: Lonnie Avery

Title: President

Company: Performance Construction & Engineering, LLC

Date: 10/3/2023

(State of Illinois) SS County of Kendall

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Lonnie Avery 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: 10/3/2023

Notary Public: \_\_\_\_\_



**PLEASE SEE ATTACHED JOB REFERENCES  
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: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Included: \_\_\_\_\_ Project Year: \_\_\_\_\_

**\* JOB REFERENCES ATTACHED \***

## Job References

Offeror's Name: Performance Construction and Engineering, LLC

1. City of Aurora  
44 E. Downer Place  
Aurora IL.  
(630)256-3200  
Contact: Jason Bauer  
Project Date: August, 2015  
Project Name: Redwood Dr. Water Main  
Project Cost: \$440,000
2. Baxter and Woodman  
1788 Sycamore Road  
Dekalb, IL. 60115  
(815)459-1260  
Contact: James Sparber  
Project Date: October 2015 - April 2016  
Project Name: Hillcrest Sanitary Sewer  
Project Cost: \$1.3 million
3. McClure Engineering  
2728 Grand Ave  
Waukegan IL. 60085  
(847)336-7100  
Contact: Harland Doland  
Project Date: June 2016 – August 2016  
Project Name: Arlington Heights, 2016 Water Main Improvements  
Project Cost: \$1,000,000
4. Village of Hoffman Estates  
1900 Hassell Rd  
Hoffman Estates, IL. 60169  
(815)482-9261  
Contact: Eric Muraskas  
Project Name: Sanitary Manhole Replacement  
Project Cost: \$315,000
5. City of Batavia  
100 N. Island Avenue  
Batavia, IL 60510  
Contact: Andrea Podraza, P.E.  
Project Date: Aug 2019  
Project Name: 2019 Area 3 SS/WM Separation  
Project Cost: \$1,895,956.50
6. US Army Corp. of Engineers  
88<sup>th</sup> RSC Col. P. Schulstad Reserve Center  
1515 W. Central Road  
Arlington Heights, IL 60005  
Contact: Mark Simpson, RB Construction Company  
(618)974-9624  
Project Date: September 13, 2017  
Project Name: USACE Arlington Heights IL Water Line Replacement Project  
Project Cost: \$462,000.00
7. City of Batavia  
100 N. Island Avenue  
Batavia, IL 60510  
City Contact: Timothy Grimm, P.E.  
Eng Contact: Dennis Debros, P.E.  
Baxter Woodman  
(708)478-2090  
Project Date: June 2018-Sept 2018  
Project Name: 2018 Ward 1 STSW Reconstruction & Water Main  
Project Cost: \$1.4 Million
8. Village of Crestwood  
13840 S. Cicero Avenue  
Crestwood, IL 60418  
(708) 371-4800  
Eng Contact: Jose Raya  
Farnsworth Group  
(708) 326-4000  
Project Date: Oct 2018-Present  
Project Name: Crestwood Phase 1 Storm Rehabilitation  
Project Cost: \$568,800
9. College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
(630) 942-4063  
Donald Inman  
Senior Project Manager  
Project Date: May 2017  
Project Name: COD Repairs  
Project Cost: \$51,000.00
10. McHenry County College  
18410 US Highway 14  
Woodstock, IL 60098  
(815) 455-8564  
Todd Wheeland  
Executive Director of Facilities  
Project Date: February 2018  
Project Name: Water Service Ext & Booster Station  
Project Cost: \$668,866.00
11. Union School District 81  
1661 Cherry Hill Road  
Joliet, IL 60433  
Ronald McGrath  
Trai Architecture Engineer  
(630) 455-4500  
Project Date: February 2019  
Project Name: 2018 Site Drainage Renovations Project-18-026  
Project Cost: \$93,700.00
12. Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, IL 60515  
Contact: Nate Hawk  
(630) 434-5467  
Project Date: Sept 2018  
Project Name: Forest/Prince Drainage Imp  
Project Cost: \$428,816.18
13. City of Batavia  
100 N. Island Avenue  
Batavia, IL 60510  
City Contact: Timothy Grimm, P.E.  
Eng Contact: Dennis Debros, P.E.  
Baxter Woodman  
(708)478-2090  
Project Date: May 2019  
Project Name: Ward 1 Phase 2 STSW Water Main Reconstruction  
Project Cost: \$1,312,466.00
14. United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560  
Contact: Nadia Simek, EEI  
(630)466-6745  
Project Date: July 2019  
Project Name: E. Orange Street Water Main Replacement  
Project Cost: \$546,230.42
15. City of Dekalb  
200 S. Fourth Street  
Dekalb, IL 60115  
Contact: Brenda Metzger  
(815) 562-9087  
Project Date: April 2019  
Project Name: 2019 Water Main Repl  
Project Cost: \$693,149.55
16. City of Aurora  
44 E. Downer Place  
Aurora, IL 60507  
(630) 256-3200  
Contact: Kurt Muth  
Project Date: Oct 2020  
Project Name: 2020 SS Ext  
Project Cost: \$237,473.64
17. City of Genoa  
333 E. First Street  
Genoa, IL 60135  
(815) 784-2327  
Contact: Robert Mateja  
Project Date: May 2020  
Project Name: Genoa St WM Repl  
Project Cost: \$826,282.06
18. Loves Travel Stops  
P.O. Box 26210  
Oklahoma City, OK 73126  
Contact: Joshua Couch  
Project Date: Feb 2020  
Project Name: Hampshire Lift Station  
Project Cost: \$428,140.00
19. Village of Streamwood  
565 S. Bartlett Road  
Streamwood, IL 60107  
(630) 736-3850  
Contact: Luke Mattson  
Project Date: Feb 2020  
Project Name: North Park Lift Station  
Project Cost: \$351,658.82
20. Wheaton Sanitary District  
P.O. Box 626  
Wheaton, IL 60187  
(630) 232-0827  
Contact: Bruce Aderman  
Project Date: March 2020  
Project Name: Hidden Woods  
Project Cost: \$289,965.00

21. City of Batavia  
100 N. Island Avenue  
Batavia, IL 60510  
Contact: Timothy Grimm, P.E.  
(630) 454-2750  
Project Date: June 2020  
Project Name: Area 3 Storm Sewer Separation  
Phase 3  
Project Cost: \$1,900,000

28. City of DeKalb  
164 E. Lincoln Hwy  
DeKalb, IL 60115  
Contact: Brock Sutton, Fehr Graham  
Phone: (815) 562-9087  
Project Date: April 2022-June 2022  
Project Name: 13<sup>th</sup> St. Water Main  
Replacement  
Project Cost: \$650,000

22. City of Aurora  
44 E. Downer Place  
Aurora, IL 60507  
Contact: Kurt Muth  
(630) 256-3200  
Project Date: March 2021  
Project Name: Jackson St. & Benton St. Sewer  
Separation  
Project Cost: \$400,000

29. Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554  
Contact: John Marvig, EEI  
Phone: 630-466-6700  
Project Date: May 2022  
Project Name: Fays Ln. & Whispering  
Oaks Ln. Water Main & Road  
Improvements  
Project Cost: \$700,000

23. City of Batavia  
100 N. Island Avenue  
Batavia, IL 60510  
Contact: Timothy Grimm, P.E.  
(630) 454-2750  
Project Date: May 2021  
Project Name: Ward 1 Storm Sewer  
Reconstruction Phase 4  
Project Cost: \$1,260,000

30. City of DeKalb  
164 E. Lincoln Hwy  
DeKalb, IL 60115  
Contact: Brock Sutton, Fehr Graham  
Phone: (815) 562-9087  
Project Date: June 2022-September 2022  
Project Name: 14<sup>th</sup> St. Water Main  
Replacement  
Project Cost: \$1,100,000

24. City of Naperville  
400 S. Eagle Street  
Naperville, IL 60540  
Contact: Verena Nunez  
(630) 420-6111  
Project Date: June 2021  
Project Name: Briargate Dr. Storm  
Sewer  
Project Cost: \$218,000

31. Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169  
Contact: Jesse Singer, Ciorba Group  
Phone: (773) 355-2957  
Project Date: June 2022-October 2022  
Project Name: Eagle way Sewer Replacement  
Project Cost: \$2,500,000

25. Village of Streamwood  
301 E. Irving Park Road  
Streamwood, IL 60107  
Contact: Alexander Reigler  
(630) 736-3800  
Project Date: July 2021  
Project Name: Oakhill Elementary School  
Project Cost: \$210,000

32. Village of Niles  
1000 Civic Center Drive  
Niles, IL 60714  
Contact: Bill Peterhansen, Hancock  
Engineering  
Phone: (630) 865-0300  
Project Date: July 2022  
Project Name: Greenleaf St. Sewer  
Improvements  
Project Cost: \$140,000

26. DuPage DOT  
421 N. County Farm Road  
Wheaton, IL 60187  
Contact: Paul Krueger  
(630) 407-6900  
Project Date: September 2021  
Project Name: Kearney Road Dam  
Project Cost: \$410,000

33. City of Aurora  
44 E. Downer Place  
Aurora, IL 60505  
Contact: Kurt Muth  
Phone: (630) 256-3200  
Project Date: October 2022  
Project Name: Root St. Water Main  
Replacement  
Project Cost: \$300,000

27. City of Aurora  
44 E. Downer Pl.  
Aurora, IL 60507  
Contact: Kurt Muth  
(630) 256-3200  
Project Date: September 2021  
Project Name: Kensington & Marseillaise  
Sewer Separation  
Project Cost: \$555,000



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Performance Construction and Engineering, LLC  
217 W. John Street PLANO, IL 60545

Contractor No 4684

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

001	EARTHWORK	\$825,000
012	DRAINAGE	\$8,625,000
017	CONCRETE CONSTRUCTION	\$400,000
034	DEMOLITION	\$600,000

\$30,762,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/1/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 8/1/2023.

  
Engineer of Construction



# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE IL 60525-3992

March 06, 2023

P C E  
217 W. John Street  
Plano, IL 60545

Employer #48020

To Whom It May Concern:

The Administrative Dues office has received administrative dues reports and accompanying payments from your company through the work month of January 2023

If you have any questions or concerns regarding this matter, please contact the Administrative Dues Office at 708 579-6639.

Sincerely,

A handwritten signature in cursive script that reads "Alicia Schnell".

Alicia Schnell  
Administrative Dues Department  
AS/ap

**The United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**  
**Bureau of Apprenticeship and Training**

**Certificate of Registration**

**Operating Engineers Local #150**  
**Plainfield, Illinois**

**For the Trade of Operating Engineers**

**Registered as part of the National Apprenticeship Program**  
**in accordance with the basic standards of apprenticeship**  
**established by the Secretary of Labor**

**November 5, 2002**

**Date**

**AL 008780173**

**Registration No.**



**ROX. Chao**

**Secretary of Labor**

**Anthony Duroso**

**Administrator, Apprenticeship Training, Employer and Labor Services**

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date May 5, 2002

Registration No. IL012020003



Secretary of Labor

*Lois Chao*

*Anthony Dwyer*  
Administrator, Apprenticeship Training, Employer and Labor Services

Chicago  
Laborers'  
District  
Council

# LiUNA!

999 McClintock Drive, Suite 300  
Burr Ridge, IL 60527  
Ph: (630) 655-8289 Fax: (630) 655-8853  
[www.LIUNACHicago.org](http://www.LIUNACHicago.org)

March 2, 2023

Performance Construction & Engineering LLC  
217 W John Street  
Plano, IL 60545

Contractor: 102118  
Via Fax: 815.431.0307

To Whom It May Concern:

Please be advised that Performance Construction & Engineering LLC is signatory with Laborers' District Council & Vicinity and has Submitted contributions to the Laborers' Work Dues Fund through the month of February 2023.

Please be advised that this letter does not address benefit contribution compliance with the Chicago Laborer's Pension and Welfare Funds ("Funds"). If you have any questions regarding the Company's reporting status with the Funds, please contact Deborah French at 847-742-0900, ext: 102 or email: [dfrench@fvlab.com](mailto:dfrench@fvlab.com).

Sincerely,

Kate Hughes

Laborer's District  
Laborer's Work Dues Fund.

Affiliated with Laborers' International Union of North America Locals #:

1 2 4 5 6 68 75 76 152 225 582 681 1001 1035 1092

Boone Cook DuPage Grundy Kane Kendall Lake McHenry Will

**James P. Connolly**  
Business Manager

**Joseph V. Healy**  
Secretary-Treasurer

**Rich Kuczkowski**  
President

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Lakeview J.A.T.C.

Canal Street, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

April 12, 1999  
Date REVISED August 13, 2004  
11017990001  
Registration No.



AST. Chao  
Secretary of Labor  
Anthony Duquesne  
Administrator, Apprenticeship Training, Employer and Labor Services

## **Settlement Agreement**

**WHEREAS**, the Village of North Aurora (“Village”) advertised for seal bids beginning on September 19, 2023, for the Tanner/Remington Outfall Conveyance System Project, requiring bids to be submitted for bid opening on Tuesday, October 3, 2023, at 10:00 a.m. at the North Aurora Village Hall. After I describe the Tanner/Remington Outfall Conveyance System Project (“Bid Advertisement”); and

**WHEREAS**, Performance Construction & Engineering, LLC of 217 West John Street, Plano, Illinois 60545 (“Performance”) submitted a timely bid that was conforming to the Bid Advertisement on its face (the “Bid Proposal”), and Performance was the lowest bidder; and

**WHEREAS**, the North Aurora Village Board approved the Performance bid and awarded the contract to Performance; and

**WHEREAS**, Performance has claimed to the Village staff that Performance made a mistake in the Bid Proposal regarding the Unit Price for dewatering by well point that created a substantial error in the calculation of the total bid price and has asserted that it cannot perform the work for the Bid Proposal amount; and

**WHEREAS**, the Village of North Aurora has disputed the mistake, taking the position that the unilateral mistake was not caused by any action taken by the Village, and that the Village has a legal right to rely on the bid as submitted and have the work done for the Bid Proposal amount; and

**WHEREAS**, Performance provided a bid bond with the Bid Proposal to guarantee performance, but the amount of the bid bond is grossly insufficient to cover the difference in cost between the low bid and the next lowest bidder; and

**WHEREAS**, the Village has a lawful claim that could be asserted in a court of law to require a specific performance of the contract on the terms of the Bid Proposal; and

**WHEREAS**, the Village and Performance have negotiated a settlement in lieu of litigation to resolve the disputed issues by reformation of the contract, and the parties desire to memorialize that resolution in this Settlement Agreement.

**WHEREAS**, neither party admits nor concedes the validity or invalidity of the Village’s claim or Performance’s defense, and the parties wish to settle the dispute by agreement.

**NOW THEREFORE**, be it agreed by and between the Village of North Aurora and Performance Construction & Engineering, LLC in settlement of the disputed issues as follows:

1. The recitals set forth above are incorporated herein as material provisions of this agreement.
2. The parties hereby agree to enter into this Settlement Agreement to resolve the dispute, to reform the contract, and for the services to be performed in keeping with the Bid Advertisement and Bid Proposal submitted by Performance as amended by this Settlement Agreement.

3. The Unit Price for dewatering by well point is hereby amended, and the contract is hereby reformed, to establish a Unit Price for dewatering by well point of \$10,000 (“the Amended Unit Price”).

4. The Village shall pay the Amended Unit Price for dewatering at each well point that is required by sound engineering practices in the performance of the work required by the project in keeping with all the provisions of the Bid Advertisement, but the maximum cost to the Village for dewatering by well point shall be the value of 50 units at the Amended Unit Price. If dewatering by well point is needed for less than 50 units, the Village shall pay the total cost of dewatering by well point at the Amended Unit Price. If the total units for dewatering by well point exceed 50 units, the cost to the Village is hereby capped at the Amended Unit Price multiplied by 50 units.

5. The required calendar completion date for the project is hereby amended and changed to May 31, 2024 to allow Performance adequate time for completion of the project due to a later award date of the project.

6. In reaching this Settlement Agreement to resolve the disputed issues, the parties hereby agree that the contract is reformed and amended only insofar as this Settlement Agreement explicitly deviates from the Bid Advertisement and the Bid Proposal. All other terms and conditions of the Bid Advertisement and the Bid Proposal shall remain in full force and effect.

This Agreement is entered into as of this \_\_\_\_ day of December, 2023.

VILLAGE OF NORTH AURORA

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

Attestation

\_\_\_\_\_  
By Village Clerk, Jessie Watkins

PERFORMANCE CONSTRUCTION &  
ENGINEERING, LLC

\_\_\_\_\_  
By its Manager, Lonnie Avery



# Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

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

Date: December 12, 2023

Re: Public Works Facility Expansion-Civil Engineering Supplemental Agreement

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The Village had entered into an agreement with WBK Engineering, LLC (WBK) in May of 2021 for civil engineering site analysis and design of an expanded Public Works facility. The scope of this work included geotechnical investigation, stormwater management assessment, utility coordination, site grading, quantity calculations, and the development of a cost estimate for an addition to the existing Public Works facility on the current property and coordinating their design with the architect and construction manager. This agreement was for \$91,945.00.

Between the time of award of the contract with WBK and the commencement of the design serviced in November of 2022, the Village had begun discussions with the Southern Kane County Training Association (SKCTA) for a land swap and the scope had changed to a new facility instead of an addition to the existing facility. This has resulted in WBK performing additional design services during the Schematic Design phase that was completed under the original agreement with WBK requiring this supplemental to cover the still to complete work of the original scope. Additional permitting, surveying and preparation of property plats, and exhibits related to the land swap are also included in this supplemental agreement and this work is still required to be performed to complete the site design on the new parcel. The supplemental agreement is in the amount \$68,897.00, which is in addition to the original agreement. The total cost of design engineering services with WBK would be \$160,842.00.

More detail of the additional scope of work is outlined in WBK's agreement attached to this memo. Staff is recommending the approval of the supplemental agreement in the amount of \$68,897.00.





## VILLAGE OF NORTH AURORA PUBLIC WORKS FACILITY SUPPLEMENT NO. 1

Village of North Aurora

December 12, 2023

Mr. Brian Richter  
Director of Public Works  
Village of North Aurora  
314 Butterfield Road  
North Aurora, IL 60542

Dear Mr. Richter,

As we discussed during schematic design, WBK Engineering, LLC (WBK) is providing the following request for contract supplement as it relates to providing additional design services for the Village of North Aurora Public Works Facility Project. WBK looks forward to continuing to assist the Village of North Aurora in the completion of the design engineering for the new Public Works Facility. Included below is our original understanding of the assignment and scope of services for reference, the additional scope of services, and an estimate of fee for the additional services.

### UNDERSTANDING OF THE ASSIGNMENT (Per original contract dated May 10, 2021)

*The existing Public Works facility is undersized for the current and future needs of the department. Additional interior parking for vehicles and equipment, staff facilities, and storage is necessary to continue to provide services in an efficient and cost effective manner. Funding sources will be determined as design development commences. An expanded facility including new offices, garage space and other storage facilities will result in additional annual maintenance costs. A space study performed in 2020 identified the need for an additional 23,000 square feet of additional garage and office space to adequately facilitate the needs of the Public Works Department. The largest component is for heated vehicle storage. The total budget for the project is estimated at \$11.4 M with construction to break ground in 2023.*

*It is understood the Village is seeking a collaborative partner to work with an architect selected by the Village as well as a Construction Manager to assist with procurement as well as construction of the Public Works Facility Expansion. We expect the design effort will be led and managed by the architectural firm selected by the Village even though WBK's contract is directly with the Village. We also understand the Construction Manager will be providing input during the preparation of construction documents including providing cost estimates to the Village. We expect the Construction Manager to manage and facilitate bidding and procurement of construction contracts on behalf of the Village. No construction phase services are included at this time.*

### SCOPE OF SERVICES (Per original contract dated May 10, 2021)

*The scope of services is defined in the attachments to this proposal. We anticipate the prior space study is an acceptable schematic design document and no services related to schematic design are included. We anticipate design development (preliminary engineering) and construction documents (final engineering) as the primary site engineering phases for this project. A survey of the property has been prepared by others and the WBK will use that information during the design phases. Because the Village is hiring a Construction Manager, we have not included*

*bidding nor construction phase services at this time. General project management is also not anticipated nor included in this proposal.*

## **SUPPLEMENTAL SCOPE OF SERVICES**

### **TASK 1 | SCHEMATIC DESIGN & DESIGN TEAM MEETINGS**

As noted in the original scope of services from the contract dated May 10, 2021 it was assumed that the space study from 2020 was an acceptable schematic design document and no services related to schematic design were included in our original contract. However, between the time WBK's contract was prepared in May of 2021 and when civil engineering related work commenced in November of 2022 the Village had begun discussions with the adjacent property owner (Southern Kane County Training Association) to the west to enter into a potential land swap agreement. By November of 2022, when WBK commenced civil engineering related work the Village had already been working with Williams Architects on the New Public Works Building that would be placed on the adjacent property to the west. Since the scope of work had changed from an addition to the current public works building to a brand new facility on the adjacent property to the west schematic design was now necessary.

The civil engineering work completed between November of 2022 and the presentation to the Village Board at the Committee of the Whole Meeting on September 18, 2023 was the duration of the schematic design. It should be noted that due to the site constraints, topography, and building layout modifications the civil engineering schematic design had to be revised and modified 3 to 4 times throughout the schematic design process. As noted the original contract did not include a budget for schematic design. During the timeframe denoted above WBK completed \$37,492.00 of additional work related to schematic design.

In addition, WBK staff attended the bi-weekly coordination meetings that were set up by Williams Architects and the Village throughout the schematic design process. Our original contract included a budget of \$2,900.00 for meetings with Village staff, to date we have spent approximately \$7,000.00 for an addition of \$4,100.00. We envision the need to attend up to 6 additional meetings during the design development and construction documents phases totaling approximately 20 hours for a total of \$3,600.00.

In total the additional services related to schematic design and meeting with the design team amount to a total fee of \$45,192.00.

### **TASK 2 | ARCHITECTURAL SITE PLAN**

During the schematic design process Village staff requested the preparation of an Architectural Site Plan. The first page of the Architectural Site Plan provided a rendering showing the final layout of both properties. The second exhibit included the proposed parcel lines for the Village of North Aurora and Southern Kane County Training Associations. The plan was revised one time to date prior to the schematic design presentation at the Committee of the Whole Meeting on September 18, 2023. To date our planner has spent 23 manhours for a total of \$3,680.00. We envision having to update both Architectural Site Plans one additional time during design development therefore we have included an additional 12 manhours in this task. In total the additional services related to the architectural site plan preparation amount to a total fee of \$5,600.00.

### **TASK 3 | PERMITTING**

The scope of services from the original contract dated May 10, 2021 assumed that the proposed improvement would be an addition to the existing Public Works Facility and all work would remain on the current site. Based on the change in scope of work and the area of the disturbance the following additional permits will be required, which were not originally included in our scope of service.

Kane DuPage Soil & Water Conservation District (KDSWCD) permit per the Village's Memorandum of Understanding all projects over 2 acres must have the erosion control reviewed and approved. The original scope

of services was assumed to be less than 2 acres, so this permit submittal was not included. The current schematic design disturbs more than 2 acres therefore requiring a permit. We have assumed an original submittal and one re-submittal with disposition of comments for this permit. We have included 16 manhours for a total fee of \$2,000.00.

IEPA Water and Sanitary Sewer permits were not originally included because it was assumed that all plumbing work would be internal to the existing public works building. Since we will be constructing a new building we will need to prepare and submit these permits. We have assumed an original submittal and one re-submittal with disposition of comments for this permit. We have included 10 manhours per permit for a total of 20 manhours for a total fee of \$2,500.00.

Fox Metro Water Reclamation District permit was not originally included because it was assumed that all plumbing work would be internal to the existing public works building. Since we will be constructing a new building we will need to prepare and submit for review and permit. We have assumed an original submittal and up to 2 re-submittals with disposition of comments for this permit. We have included 20 manhours for a total fee of \$2,500.00

The original scope of services only included a site visit complete a wetland reconnaissance for the existing public works property. We were able to complete the reconnaissance for both properties under our original contract, however, a few very small wetlands were identified on the properties. Therefore, a wetland report and stormwater permit submittal will need to be completed. We have included 40 manhours to complete all necessary wetland reports, exhibits, and stormwater permit preparation for a total fee of \$5,500.00

In total the additional services related to permitting amount to a total fee of \$12,500.00 which includes the KDSWCD, IEPA Water, IEPA Sanitary, FMWRD, and wetland report and stormwater permit.

#### **TASK 4 | BOUNDARY VERIFICATION, LAND SWAP, SUBDIVISION PLATS**

The Village has requested additional survey work to assist with land property swap, final plat of subdivision, and plat of easement. WBK has coordinated with Regional Land Services (RLS) to provide the requested survey related services noted above. We have included up to 6 manhours of time for WBK to coordinate with RLS. The proposal including the scope of services from RLS is attached. In total the additional services related to survey and coordination amount to a total fee of \$12,980.00.

#### **TASK 5 | GEOTECHNICAL SUB-CONSULTANT CREDIT**

The scope of services from the original contract dated May 10, 2021 included a fee for a sub-consultant to complete geotechnical investigations for a total of \$7,500.00. During the course of Schematic Design, the Village decided to direct contract for the geotechnical investigation. Therefore, we are providing a credit of \$7,500.00.

### **PROJECT ASSUMPTIONS AND EXCLUSIONS**

The nature of the supplemental scope of services above is for services related to the Village of North Aurora Public Works Building for the Village of North Aurora.

#### **PROJECT ASSUMPTIONS**

In preparing this supplement, we have attempted to provide you with the additional scope of engineering services based on the schematic design. Any findings which are not consistent with assumptions may impact the project budget. We will discuss any such findings with you and any budget revisions prior to proceeding.

- That there will be no modifications to existing adjacent streets.

- That all utilities proposed to be used are of adequate capacity and depth and that no offsite utility improvements will be required 100 feet beyond the current properties.
- That the project will not include any significant floodplain or wetland remediation or permitting.

## PROJECT EXCLUSIONS

WBK's fee does not include the following services:

- Environmental studies, testing, permitting or remediation
- Landscape design
- Traffic studies
- Site lighting photometrics
- Geotechnical investigation
- Construction Administration Services
- Shop Drawing Review Services

## ESTIMATE OF FEES

WBK has provided not-to-exceed budgets for the tasks outlined in the above supplemental scope of services. Actual invoices will be based on our employees' record of time invested to accomplish each task and will not exceed the budget provided without prior written authorization from the Village of North Aurora. The Estimate of Fees is based on the award of the entire Supplemental Scope of Services and in general, individual tasks and accompanying budget cannot be broken out and awarded separately.

TASK #	TASK NAME	FEE
<b>TASK 1</b>	Schematic Design & Design Team Meetings	\$45,192.00
<b>TASK 2</b>	Architectural Site Plan	\$5,600.00
<b>TASK 3</b>	Permitting	\$12,500.00
<b>TASK 4</b>	Boundary Verification, Land Swap, Subdivision Plats (subconsultant)	\$12,980.00
<b>TASK 5</b>	Geotechnical Sub-Consultant Credit	-\$7,500.00
	Reimbursable Expenses	\$125.00
<b>TOTAL</b>		<b>\$ 68,897.00</b>

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this supplement is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the Village of North Aurora. If you have any questions, please do not hesitate to call.

Sincerely,

*Vince DiPrima*

Vince Di Prima, PE, CPESC  
Municipal Practice Manager

Encl: 2023 Standard Charges for Professional Services  
General Terms and Conditions (February 4, 2016)  
Regional Land Service Proposal dated December 7, 2023

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE  
VILLAGE OF NORTH AURORA.

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Authorized By

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Position

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Date

AUTHORIZATION FOR SUPPLEMENT DESIGN ENGINEERING SERVICES FOR THE VILAGE OF NORTH AURORA  
PUBLIC WORKS FACILITY IN THE VILLAGE OF NORTH AURORA.

**WBK ENGINEERING, LLC**  
**2023 Standard Charges for Professional Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$ 235
Engineer VI	\$ 200
Engineer V	\$ 180
Engineer IV	\$ 160
Engineer III	\$ 140
Engineer II	\$ 125
Engineer I	\$ 115
Urban Planner VI	\$ 215
Urban Planner V	\$ 185
Urban Planner IV	\$ 160
Urban Planner III	\$ 125
Urban Planner II	\$ 105
Environmental Resource Specialist V	\$ 152
Environmental Resource Specialist IV	\$ 130
Environmental Resource Specialist III	\$ 112
Environmental Resource Specialist II	\$ 100
Environmental Resource Specialist I	\$ 90
Technician V	\$ 170
Technician IV	\$ 140
Technician III	\$ 135
Technician II	\$ 105
Technician I	\$ 90
Intern	\$ 75
Administrative	\$ 85
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

*Charges include overhead and profit.*

*WBK Engineering, LLC reserves the right to increase these rates by 5% annually.*

**WBK ENGINEERING, LLC**  
**GENERAL TERMS AND CONDITIONS**

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.



22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



December 7, 2023

WBK Engineering, LLC  
Attn: Mr. Vince DiPrima  
116 W. Main Street, Suite 201  
St. Charles, IL 60174

Proposal: Professional Surveying Services for the 300-318 Butterfield Road, North Aurora, IL

Dear Mr. DiPrima,

Regional Land Services LLC. ("Regional") is providing this proposal for Professional Surveying of the three existing parcels shown in the exhibit provided. We understand the objective is to re-subdivide the three parcels into a two or three lot re-configured subdivision. We will provide the expertise needed to complete the tasks listed below. Regional is limited to the liability of the fee charged under each task listed in this contract.

### TASKS

Title Commitments: Regional will sub-contract a title company to provide title commitments for the three original parcels. The information to will be used to guarantee the legal descriptions of the three parcels. The title commitments will also be used to determine any existing easements, restrictions and encumbrances that affect the three parcels.

Boundary Verification: Regional will perform a boundary survey of the three parcels to determine the boundary to be used in subdividing the parcels into new lots. We will perform boundary reconnaissance of the monuments needed to determine the property lines. Office analysis of the found monumentation along with the researched documents from the title commitments and Kane County Courthouse will be used to determine the property lines.

Subdivision Plat: We will create a two or three lot subdivision based on the final layout from WBK. The subdivision will include all certificates required by the Village of North Aurora. We have included up to two sets of comments as part of this task. This task does not include a Preliminary Plat. Our assumption is the subdivision plat will be the Final Plat of Subdivision. We will monument the new corners as part of this task. **Additional lots will be billed at a lump sum rate of \$1,100 per lot.**

Easement Plats: We understand public utility, stormwater management and access easements will need to be granted after the recording of the subdivision plat. We will create a plat of easement of up to four easements. Legal descriptions will be written for each easement. The easement plat will include all certificates required by the Village of North Aurora. We have included up to two sets of comments as part of this task. Additional easements will be billed at a lump sum rate of \$700 per easement.

### ADDITIONAL SERVICES

Any professional service not listed above will be paid for by the client on a time and material basis. Regional will contact the client for their approval before performing any additional task. An additional proposal will be written only if requested by the client.

### LUMP SUM FEE

Title Commitments (Optional)	\$3,300
Boundary Verification	\$1,600
Subdivision Plat (Includes Monumenting Lot Corners)	\$3,800
<u>Easement Plat (Up to Four Easements)</u>	<u>\$3,200</u>
<b>LUMP SUM TOTAL</b>	<b>\$11,900</b>

We propose to bill you monthly based on the percent complete of the lump sum task. All monthly bills shall be paid within two (2) weeks.

If this proposal is acceptable, please sign two copies and return one (1) to us for our files to serve as a notice to proceed.

Thank you for the opportunity to provide service to you. If you have any questions, please do not hesitate to call.

Sincerely,



Rudy Dixon, P.E., P.L.S.  
Partner

THIS PROPOSAL ACCEPTED FOR WBK ENGINEERING, LLC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_