



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, OCTOBER 7, 2024 - 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

ZOOM VIEWING INFORMATION

Website Address: <https://us02web.zoom.us/j/83214262235>

Meeting ID: 832 1426 2235 | **Dial In:** +1 312 626 6799

AGENDA

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

ROLL CALL

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 09/16/2024; Committee of the Whole Minutes dated 09/16/2024
2. Bills List Dated 10/07/2024 in the Amount of **\$1,126,988.66**
3. 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
4. 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
5. Approval of an Ordinance Amending the North Aurora Code Section 5.08.350 by Decreasing the Number of Class L-1 Liquor Licenses Authorized in the Village of North Aurora

NEW BUSINESS

1. Approval to Award Bid for Old Central Water Tower Water Main Disconnection Project to Performance Construction & Engineering, LLC in the Amount of **\$47,000.00**
2. Approval of an Ordinance Approving a Special Use to Allow a Child Daycare Center in the O-R Office and Research District for the Property Located at 581 Sullivan Road, North Aurora, Illinois
3. Approval of an Ordinance Amending Title 17 of the North Aurora Code of Ordinances Regarding Permitted and Special Uses and Other Corrections and Clarifications
4. Approval of Resolution Approving an Amendment to the Village's Purchasing Policy

5. Consideration of an Ordinance Providing for the Issue and Sale of Approximately \$13,625,000 of General Obligation Bonds (Alternate Revenue Source) of the Village for the Purpose of Constructing and Equipping a New Public Works facility in and for the Village of North Aurora

VILLAGE PRESIDENT

1. ApPOINT of Mark Theis to North Aurora Days Committee

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, September 16, 2024**

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

PUBLIC HEARING-

Public Hearing Concerning the Intent of the Village to Issue Not to Exceed \$17,000,000 of General Obligation Bonds (Alternate Revenue Source) for the Purpose of Constructing and Equipping a New Public Works Facility in and for the Village

Mayor Gaffino opened the Public Hearing, there was no one to speak on the matter, Mayor Gaffino closed the Public Hearing.

AUDIENCE COMMENTS – None

CONSENT AGENDA

1. Village Board Minutes Dated 08/19/2024; Committee of the Whole Dated 08/19/2024
2. Interim Bills List Dated 08/19/2024 in the Amount of \$628.37
3. Interim Bills List Dated 09/12/2024 in the Amount of \$50,000.00
4. Bills List Dated 09/16/2024 in the Amount of \$2,134,331.61

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

NEW BUSINESS

- 1. Approval to Award Bid for Crack Sealing to Patriot Pavement Maintenance in the Amount of \$79,000.00**

Public Works Director Richter stated that the purpose of the crack sealing program was to prevent water from infiltrating the base and subbase of the pavement, which can weaken the overall structure of the pavement. The project plans and specifications and letting had been prepared and conducted by Village Staff. The Staff would provide the construction management service for the project. The low bidder was Patriot Pavement Maintenance in the amount of \$79,000.00, Motor Fuel Tax Funds were being used for the project, which required IDOT rules and procedures for the award of the contract. Staff had worked with Patriot in the past, whom had done satisfactory work for the Village.

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

2. Approval to Award Bid for Tree Trimming Project to The Davey Tree Expert Company in the Amount of \$36,596.00

Director Richter stated that so far this year Public Works had trimmed nearly 170 trees and had been working on a list of 87 requests from residents. Annually the Village trims the trees that are located on the streets of the road maintenance program. This year the Village had contracted out tree trimming in the Oak Hill and Windstone subdivisions. The Village had \$90,000.00 budgeted for contract tree services this year. After receiving favorable numbers back from the road program trimming, staff identified several areas that need trimming during the road maintenance program. Staff had been currently working on a long-term parkway tree trimming program, ranging from five to eight years. Once that program is finalized, it would be brought back before the Village Board for an update. Staff put together an RFP for trimming, the proposal base was Lake Run and Remington Landings, and part of Tanner Trails. The alternate also included the rest of Tanner Trails and the Mirador Subdivision. Ten companies had picked up the RFP, and the Village received five bids back. The Low bid being from the Davey Tree Expert Company.

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

3. Approval of Amended Construction Management Contract with Frederick Quinn Corporation for the New Public Works Facility with a Guaranteed Maximum Price of \$18,996,022.00

Director Richter reminded the Village Board that at the August 19th Village Board Meeting the Board approved the enter a construction contract with FQC to keep the project moving along and preventing possible delays before the GMP was determined. Richter stated that at this time the Village had provided the amended contract with the GMP. The GMP was calculated by using the fee structure:

1. Base bid from all of the contracts, 2. General Requirements, 3. Constructions Management fees, 4. Bid bonds, 5. Contingency Fees, 6. Insurance, 7. Pre-construction services, 8. Schedule/Resequencing allowance, 9. Extended general conditions, 10. General Conditions.

The guaranteed maximum price comes to a total of \$18,996,022.00. The elevator bid was not recommended by the FQC at the time the bid packages were approved previously by the Village Board on August 19th, however the bid amount was used in the calculation of the GMP. Additional funds were also budgeted for the purchase of furnishings and IT equipment that is not included in the GMP. These purchases will be brought back before the Board for future approval, and are also in the budget.

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

4. Approval of Ordinance Approving the 1st Budget Amendment for Fiscal Year 2024-25

Finance Director Paprocki stated that the budget amendment puts the costs related to the Public Works Facility onto the Village's budget. The amendment would be the creation of two new funds, the Public Works Facility Capital Projects fund and the Public Works Facility Debt Service Fund to keep those two costs isolated and on their own outside of the regular capital projects fund. The construction costs were established and the associated revenue, the bond proceeds of \$14 million that the Village was anticipating and then \$4.4 million from the Capital Projects Fund to make up the funding of the building. Staff did

put the full cost of the building on there but knowing that the project would not be completed this fiscal year, whatever is not spent this year would be carried over to the next year when the building is finished.

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

5. Approval of Ordinance Amending Chapter 10.20 of the North Aurora Code Regulating Parking Areas in the Village of North Aurora

Administrator Bosco reminded the Village Board that in 2023 there was a large inventory of no parking signs that had been codified. At that time the elementary schools in the Village had been left out because they have their own section in the no parking code. In February of 2024, the Fearn Elementary principal reached out to the Village and requested “no stopping, standing, or parking on school days” signs on Hartsburg Lane. The code reads that it was supposed to be “no parking” between certain times. The signage and the code did not match. The inconsistencies had been brought forth by a resident. Staff, the police department and School District 129 representatives met at Fearn Elementary to discuss the signage and the schools pick-up and drop off procedures. Based on that discussion, staff was presenting code changes to update and match the signage that was placed around the school. Bosco stated that a similar process had been followed for the areas around Schneider and Goodwin Schools. Bosco presented maps to the Village Board that detailed where existing as well as new signage would be placed and what they would indicate. Administrator Bosco explained that staff wanted to ensure that all of the signage was uniform, so the police department and staff went to the locations and verified all of the signage to ensure that every description in the ordinance matches every sign that was placed. He also stated that the agenda item was essentially a cleanup of the code.

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

VILLAGE PRESIDENT – Mayor Gaffino thanked staff who were involved in the recent, successful food truck event held in the Village.

TRUSTEES COMMENTS – None

ADMINISTRATOR’S REPORT – Administrator Bosco commented that the Village received a very good price for the tree trimming project and told the Board to expect to see an update on the tree trimming program in conjunction with the road program in October.

Bosco also mentioned that Director Paprocki led a phone call for the Village’s Bond Rating with Standard and Poor, which needed to precede the receiving of the general obligation money, Bosco stated that the call went well and he expected that the Village would receive the same rating or better.

Administrator Bosco also mentioned that the Village had received calls from residents in the Lincoln Valley subdivision stating that their pond had been lower than it should be. He stated that Village Public Works staff was looking into the situation.

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – Chief DeLeo stated that Saturday, September 21st would be the Police Department’s Community Picnic and Open House from 1pm to 4pm. There would be food, fun, touch-a-truck and meet and greets with police officers.
4. **Public Works** – None

5. **Village Attorney-** None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, September 16, 2024**

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

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

AUDIENCE COMMENTS – Resident Geno Dobelman of 1417 Fieldside Lane, North Aurora spoke about agenda item number 4. As a resident of the Oak Hill Subdivision, Mr. Dobelman wanted to express his thoughts on the agenda item, stating that his preference for the SSA payback by residents would be the greatest length allowed, preferably 20 years for the repairs to the water detention basin. Mr. Dobelman cited financial hardships experienced by some due to the effects of covid, for the request.

TRUSTEE COMMENTS - None

DISCUSSION

1. Class D Liquor License for MP's Liquor & Wine

Administrator Bosco stated that MP's Liquors, located at 905 Oak Street, was changing ownership. He explained that Liquor Licenses were not transferable to new ownership, therefore the new owner of MP's would need to go through the process of licensing.

The Village Board was in favor of the license.

2. Special Use for Little Ducklings Daycare

Administrator Bosco stated that Little Ducklings Daycare was proposing a daycare facility at 581 Sullivan Road.

Community Development Director Darga stated that 581 Sullivan was in the Office Research District. The building was currently divided into two units, Suite A to the North had office tenants in it, and Little Ducklings would be taking Suite B which is approximately 2,200 square feet. The previous tenant was a medical tenant that had high traffic turnover, it was believed that the daycare traffic would be on par with that. Little Ducklings would improve the southern half of the building with office space, kitchen, storage closet, dedicated infant area, dedicated toddler area, and three bathrooms. They are planning on having 28 children total, made up of 17 toddlers and 11 infants. The hours of operation would be 6am to 6pm. Per the code, there are enough parking spaces, the Plan Commission discussion focused on which parking spaces would be dedicated to the pick-up and drop-off of children.

The Village Board was in favor of the concept.

3. Purchasing Policy Update

Administrator Bosco reminded the Board that the Purchasing Policy had been discussed at the previous Committee of the Whole meeting to specifically talk about change orders, especially with the construction of the Public Works Building in the near future, where there is a design contingency built into the budget that had just been approved, specifically for change orders. Bosco explained that these types of change orders might need to be done on a very quick basis, otherwise construction has to be halted.

Finance director Paprocki explained that since the Village Administrator's spending authority was already up to \$25,000, the language in the policy should be updated to reflect change orders over \$25,000. The updated language would now read "In certain situations where it is impractical to delay a project while waiting for Village Board approval in order to prevent additional costs, extensive time delays, or impacts on adjacent properties, the Village Administrator may at his discretion approve change orders over \$25,000, upon concurrence from the Mayor and notification to the Village Board, with formal Village Board approval to follow at the next regular or special meeting."

Paprocki stated that it was modeled after the emergency purchase section to where staff had some leeway when time is of the essence and a situation demands that it be acted upon immediately.

Paprocki presented a new section that had not been previously spoken about, the new language included pertaining to projects with contingency funds would read, "The Village Administrator may approve change orders within the available contingency and allowances funds included as part of the approved contracts, provided that the change orders are required to complete the scope of work as presented and previously approved by the Village Board, and do not increase the total approved contract amount." Paprocki explained that if it is over his authority but the Village was still well within the contract, the Administrator can use some of that contingency money to keep the project going, rather than holding up progress for incidental changes.

Paprocki presented additional minor changes.

The Village Board was in favor of the changes.

4. Oak Hill Detention Basin Erosion Assessment (Please note, Trustee Niedzwiedz recused himself from the discussion to avoid a conflict of interest, due to his proximity to the agenda item at 7:34pm)

Administrator Bosco reminded the Village Board that the Oak Hill HOA had dissolved, upon the dissolution, the common areas were then deeded to the Village, and this included the pond located within the subdivision. The Village maintains a Special Service Area (SSA) on the land. Up until this year, the homeowners were paying HOA fees that covered the common areas maintenance, as well as the SSA which was being collected to pay for an investigation and assessment of the pond area as well as future maintenance. With the HOA dissolved, the Village levies from the subdivision residents \$15,000 a year for the pond and \$10,000 for the additional common areas. Residents no longer have HOA fees but receive a tax bill with the SSA fees. The pond in the subdivision is fed by a creek that run into it and then the pond runs into the wetlands to the south of the subdivision. Residents had expressed concern about erosion prior to the Village inheriting maintenance of the property. The Village hired V3, an engineering and construction company as well as wet land experts, to assess the pond. They assessed the perimeter of the pond and determined that 600 linear feet, of the 2,650 linear foot perimeter, had been deemed high priority for repairs. They determined that 1,355 linear feet were medium and 695 linear feet were low priority. V3 made two recommendations for the high and medium priority shoreline, shoreline smoothing and stone toe protection. The estimates provided for the high priority areas, for a combination of both the shoreline smoothing and stone toe protection was \$100,000 and the medium priority areas was \$273,000. The total to repair all of the high and medium priority areas would be close to \$375,000. Staff was

looking for guidance on whether the repairs should be done all at once or in stages, with the high priority areas addressed now and medium priority addressed later.

The cost of the repairs would be paid by the Village and then recouped through the SSA at an approximate cost of \$4,000 per household. This would mean a levy increase for each household in the subdivision. Staff suggested collecting these funds over a length of time, 10, 15 or 20 years, as opposed to all at once. Staff was looking for guidance as to what that length of time should be.

Administrator Bosco broke down the payments per year, on top of the average \$270 per household, per year SSA payment, the additional payment would be approximately \$200 for the 20 year payment, \$270 for the 15 year payback, and approximately \$400 per year for a 10 year payback.

Trustee Curtis asked what the homeowners had been paying for their HOA fees, Administrator Bosco stated that they had been paying approximately \$200 annually. There was clarification discussion regarding this.

Trustee Guethle suggested repairing both the high and medium priority shoreline at a 20 year repayment term.

Trustee Christiansen asked why the Village would not charge interest for the repayment of the repairs. Trustee Curtis suggested going with a 15 year term and not charging interest. There was additional discussion regarding these suggestions.

Trustee Curtis asked how long the repairs would last, Administrator Bosco explained that the normal SSA that was collected annually would assist in maintaining the repairs and vegetation vital for the repairs.

There was further discussion about the legality of charging interest for the repayment of the repairs.

Trustee Christiansen stated that he would like to see the Village treat this situation as a learning experience, as there are many subdivisions within the Village with ponds. There was discussion regarding this and the standards to which a pond must meet.

Upon polling of the Trustees, the majority stated that they would like to see both the high and medium priority shoreline addressed at a 20 repayment term for the Oak Hill residents.

Administrator Bosco stated that he would investigate any grant opportunities.

Trustee Niedzwiedz returned to the dais at 8:03pm

5. New Central Water Tower Construction

Administrator Bosco explained that the Village's central tower, next to the west treatment plant was no longer in use and would be replaced. There are four different types of elevated towers, water spheroids, composite tower, the multi-leg, and fluted.

There are six companies within the United States that can construct one of these four standard designs, of those six, only three companies identified can build a 1 million gallon or larger tower. The tower that the Village was seeking to construct would be a minimum of 1 million gallons.

Bosco explained that engineering began in 2016 on the project, the original tower was going to be 750,000 gallons. However, per the recent water study, water needs for the Village exceed that capacity. The project had an estimated cost of \$2.78 million, the first bid went out in July 2021, the Village received one bid for \$1 million over the estimate, and they also did not meet the Joint Apprenticeship Program requirements. That bid was rejected. A second bid went out in November 2021 for the same

size tower, there was an alternate composite tank bid and zero bids were received. A third bid done in the late winter/spring of 2022, one bid was received after the Village Board exempted the general contractor from having to comply with the Joint Apprenticeship Program requirements. A bid was received from CB&I for a water spheroid tower for \$4.119 million, which was later adjusted to \$4.374 million when it was determined that some subcontractors were apprenticeship eligible. There was an alternate tower bid for a composite tower was received for \$5.737 million.

Administrator Bosco explained that the Village had identified that the best choice would be a water spheroid and spent some time explaining why staff believed this.

Staff, along with EEI have determined that a minimum of 1.25 million gallon tower was needed, however the Village was putting it out as an alternate bid because of pricing. A 1 million gallon tank bid would go out as well. Staff would like an early October bid as it takes a year and a half to two years to construct a tower and staff foresees multiple municipalities who are switching to Lake Michigan water seeking to add water towers.

Staff was concerned that if the Village puts out a fourth bid and it was rejected, that companies may determine it was not worth their time to submit a bid. Staff along with EEI determined that it would be in the Village's best interest to include in the bid a more detailed table required to be completed by the bidder as a part of the Apprenticeship and Training Program Certification within the bid documents, which would help in providing more clarity to potential bidders for compliance with Village requirements.

There was discussion that the only contractor that can meet the apprenticeship program qualifications was Chicago Bridge & Iron (CB&I) and a concern that they may not bid on the project leaving the Village in a challenging predicament.

Mayor Gaffino suggested negotiating directly with CB&I, Administrator Bosco stated that that would be an option. There was additional discussion regarding this option.

There was discussion that the Village should put the bid out there with the detailed table of requirements, should there not be a bidder, and the Village could then negotiate with CB&I. However, it was suggested that the Village may then lose their leverage to negotiate.

There was discussion regarding negotiation versus putting the job out to bid.

Michelle Piotrowski of EEI was on hand to answer questions. She was in agreement that putting the bid out and receiving no bids, then going to negotiation would be a disadvantage.

The discussion then turned to the time frame for putting the project out to bid, or going straight to negotiations.

There was discussion regarding whether or not the water storage amount was going to be adequate.

The Board was in favor of going straight to negotiations with CB&I for a 1.25 million gallon tank.

6. Text Amendments to Village's Zoning Ordinance for Permitted and Special Uses

Administrator Bosco reminded the Village Board that Director Darga had been going through the zoning uses in the zoning classifications. The last discussion at the Committee of the Whole meeting on August 19th in part focused on home occupations.

Director Darga stated that there were a few minor tweaks to the home occupation standards to ensure things such as renters having permission from landlords and commercial vehicle rules need to be

followed. The biggest change was the addition of prohibited uses. Darga explained that the list made the Zoning Ordinances easier to enforce.

The Village Board was in agreement with the changes.

EXECUTIVE SESSION – Property Acquisition

ADJOURNMENT TO EXECUTIVE SESSION

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

RETURN FROM EXECUTIVE SESSION

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

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

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

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 10/02/2024 - 4:18PM
 Batch: 00501.10.2024



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
110 Customs									
468557									
3864	9/3/2024	2,465.57	0.00	10/07/2024				No	0
01-440-4558 Emergency Management			Refit Squad #71 To EMA						
3864 Total:		2,465.57							
110 Customs Total:		2,465.57							
ABC Carpet Cleaning									
038040									
09162024	9/16/2024	500.00	0.00	10/07/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce			Jail Cell Clean & Sanitize						
09162024 Total:		500.00							
ABC Carpet Cleaning Tota		500.00							
Ace Hardware									
000030									
08312024	8/31/2024	13.49	0.00	10/07/2024				No	0
01-445-4510 Equipment/IT Maint			Hex Washer Head Screw						
08312024 Total:		13.49							
Ace Hardware Total:		13.49							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
ACSI Mechanical Group									
468558									
30166	9/10/2024	578.00	0.00	10/07/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce			Valve Repair- PD						
30166 Total:		578.00							
ACSI Mechanical Group T		578.00							
Allan McFadden									
468873									
09162024	9/16/2024	14.16	0.00	10/07/2024				No	0
60-320-3340 Water Collections			Water Credit Refund						
09162024 Total:		14.16							
Allan McFadden Total:		14.16							
Amundsen Davis, LLC									
039030									
779835	9/9/2024	665.00	0.00	10/07/2024				No	0
01-430-4260 Legal			Aug 24 Legal						
779835 Total:		665.00							
779840	9/9/2024	2,485.00	0.00	10/07/2024				No	0
01-430-4260 Legal			Aug 24 Legal						
779840 Total:		2,485.00							
Amundsen Davis, LLC Tot		3,150.00							
Anderson Pest Solutions									
019770									
67628001	9/1/2024	103.95	0.00	10/07/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce			Pest Control- VH						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	67628001 Total:	103.95							
67629438	9/1/2024	108.30	0.00	10/07/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Pest Control- PD					
	67629438 Total:	108.30							
	Anderson Pest Solutions T	212.25							
Aurora Area Convention									
003770									
09092024	9/9/2024	3,186.68	0.00	10/07/2024				No	0
15-430-4752	90% Tourism Council			Red Roof Hotel Tax/ August 2024					
	09092024 Total:	3,186.68							
09132024	9/13/2024	3,880.39	0.00	10/07/2024				No	0
15-430-4752	90% Tourism Council			Red Roof Hotel Tax/ August 2024					
	09132024 Total:	3,880.39							
	Aurora Area Convention To	7,067.07							
Aurora Fastprint									
029610									
45855	9/13/2024	883.00	0.00	10/07/2024				No	0
01-435-4411	Office Expenses			AP Checks (3000)					
	45855 Total:	883.00							
	Aurora Fastprint Total:	883.00							
B & F Construction									
015600									
65910	9/6/2024	1,842.75	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Paxton B					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		1,842.75							
65910 Total:									
65911	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Paxton D					
		450.00							
65911 Total:									
65912	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Paxton E					
		450.00							
65912 Total:									
65916	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Paxton C					
		450.00							
65916 Total:									
66002	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Quinn D					
		450.00							
66002 Total:									
66003	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Quinn G					
		450.00							
66003 Total:									
66004	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Quinn E					
		450.00							
66004 Total:									
66005	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Kirkwood E					
		450.00							
66005 Total:									
66006	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Kirkwood D					
		450.00							
66006 Total:									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
66007	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Kirkwood C			
	66007 Total:	450.00							
66008	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Quinn C			
	66008 Total:	450.00							
66009	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Bradley D			
	66009 Total:	450.00							
66010	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Bradley C			
	66010 Total:	450.00							
66011	9/5/2024	1,780.19	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Quinn B			
	66011 Total:	1,780.19							
66012	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Bradley E			
	66012 Total:	450.00							
66013	9/5/2024	2,004.21	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Bradley B			
	66013 Total:	2,004.21							
66014	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Quinn F			
	66014 Total:	450.00							
66015	9/5/2024	1,679.68	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Kirkwood B			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		1,679.68							
66015 Total:									
66024	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Leyden C					
		450.00							
66024 Total:									
66025	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Leyden E					
		450.00							
66025 Total:									
66026	9/5/2024	1,763.40	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Leyden B					
		1,763.40							
66026 Total:									
66027	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Leyden D					
		450.00							
66027 Total:									
66028	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Morgan D					
		450.00							
66028 Total:									
66029	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Morgan C					
		450.00							
66029 Total:									
66030	9/5/2024	1,866.90	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Morgan B					
		1,866.90							
66030 Total:									
66031	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276	Inspection Services			Plan Review- Autumn Ridge Morgan E					
		450.00							
66031 Total:									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
66032	9/5/2024	1,823.20	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Newbury B			
	66032 Total:	1,823.20							
66033	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Newbury C			
	66033 Total:	450.00							
66034	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Newbury D			
	66034 Total:	450.00							
66035	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Newbury E			
	66035 Total:	450.00							
66036	9/5/2024	1,834.01	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Maxfield B			
	66036 Total:	1,834.01							
66037	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Maxfield C			
	66037 Total:	450.00							
66038	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Maxfield D			
	66038 Total:	450.00							
66039	9/5/2024	450.00	0.00	10/07/2024				No	0
01-441-4276				Inspection Services		Plan Review- Autumn Ridge Maxfield E			
	66039 Total:	450.00							
	B & F Construction Total:	26,294.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Bonnell Industries									
035410									
0217088-IN	9/10/2024	4,278.55	0.00	10/07/2024				No	0
01-445-4510				Equipment/IT Maint	Flatbed Refurbishing				
	0217088-IN Total:	4,278.55							
	Bonnell Industries Total:	4,278.55							
Brandt Excavating Inc									
468418									
1094	9/10/2024	8,750.00	0.00	10/07/2024				No	0
60-445-4568				Watermain Rprs. & Rplcmts.	Emergency LSL Replacement- 8 N Lincolnway				
	1094 Total:	8,750.00							
	Brandt Excavating Inc Tota	8,750.00							
Brian & Sue Tydd									
468275									
09172024	9/17/2024	322.73	0.00	10/07/2024				No	0
60-320-3340				Water Collections	Water Credit Refund				
	09172024 Total:	322.73							
	Brian & Sue Tydd Total:	322.73							
C. O. P. S. Testing Service									
010080									
109319	8/21/2024	2,835.00	0.00	10/07/2024				No	0
01-439-4380				Recruit Testing	Entry Level Test				
	109319 Total:	2,835.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	C. O. P. S. Testing Service	2,835.00							
Capital Printing & Die Cutting, Inc 468305									
INV-4750	9/13/2024	1,019.50	0.00	10/07/2024				No	0
71-430-4869 Vehicles				New Squad Graphics					
	INV-4750 Total:	1,019.50							
INV-4926	9/13/2024	1,383.96	0.00	10/07/2024				No	0
71-430-4869 Vehicles				New Squad Graphics					
	INV-4926 Total:	1,383.96							
	Capital Printing & Die Cut	2,403.46							
Cass Information Systems 468877									
09172024	9/17/2024	78.96	0.00	10/07/2024				No	0
60-320-3340 Water Collections				Water Credit Refund					
	09172024 Total:	78.96							
	Cass Information Systems	78.96							
Chicago Communications LLC 468149									
355068	9/10/2024	16,342.39	0.00	10/07/2024				No	0
71-430-4869 Vehicles				New Squad Build Out					
	355068 Total:	16,342.39							
	Chicago Communications L	16,342.39							

Cintas Corporation

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
041590									
4204697048	9/10/2024	105.87	0.00	10/07/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Towel & Rug Cleaning- PW Garage					
	4204697048 Total:	105.87							
5227113538	8/27/2024	62.19	0.00	10/07/2024				No	0
01-445-4422 Safety Supplies				First Aid Supplies- PD					
	5227113538 Total:	62.19							
5229823751	9/13/2024	207.83	0.00	10/07/2024				No	0
01-445-4422 Safety Supplies				First Aid Supplies- PW Garage					
	5229823751 Total:	207.83							
5230260103	9/17/2024	54.32	0.00	10/07/2024				No	0
60-445-4422 Safety Supplies				First Aid Supplies- WTP					
	5230260103 Total:	54.32							
5230260104	9/17/2024	78.96	0.00	10/07/2024				No	0
60-445-4422 Safety Supplies				First Aid Supplies- ETP					
	5230260104 Total:	78.96							
	Cintas Corporation Total:	509.17							
Coffman Truck Sales, Inc.									
000320									
590187	9/16/2024	40.00	0.00	10/07/2024				No	0
01-445-4511 Vehicle Repair and Maint				Safety Test- Truck #147					
	590187 Total:	40.00							
590190	9/16/2024	40.00	0.00	10/07/2024				No	0
01-445-4511 Vehicle Repair and Maint				Safety Test- Truck #177					
	590190 Total:	40.00							
590194	9/16/2024	40.00	0.00	10/07/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-445-4511	Vehicle Repair and Maint			Safety Test- Truck #174					
	590194 Total:	40.00							
	Coffman Truck Sales, Inc. T	120.00							
Comcast									
040740									
217333870	9/1/2024	839.68	0.00	10/07/2024				No	0
01-440-4652	Phones and Connectivity			Circuit Police LEADS					
	217333870 Total:	839.68							
	Comcast Total:	839.68							
Commonwealth Edison									
000330									
*** 0048252222	9/11/2024	44.73	0.00	10/07/2024				No	0
60-445-4662	Utility			Water Tower Electric					
	0048252222 Total:	44.73							
*** 1100211222	9/10/2024	39.77	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ Deerpath & Orchard Gateway					
	1100211222 Total:	39.77							
*** 1715162000	9/10/2024	78.94	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ Orchard & White Oak					
	1715162000 Total:	78.94							
*** 2223921222	9/10/2024	52.15	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ Orchard & Oak					
	2223921222 Total:	52.15							
*** 2640852222	9/10/2024	105.78	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ 1200 Orchard Gateway					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2640852222 Total:	105.78							
*** 3059412222	9/10/2024	94.87	0.00	10/07/2024				No	0
01-445-4660	Street Lighting			Silo Lighting/ 8 W State Street					
	3059412222 Total:	94.87							
*** 4475962222	9/12/2024	179.47	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ Rt56 & Rt25					
	4475962222 Total:	179.47							
*** 4966085000	9/10/2024	78.40	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ 1802 Orchard Gateway					
	4966085000 Total:	78.40							
*** 5818778000	9/9/2024	51.01	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ 1901 Orchard Gateway					
	5818778000 Total:	51.01							
*** 6292668000	9/10/2024	65.04	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ 19 N Lincolnway					
	6292668000 Total:	65.04							
*** 7192223333	9/9/2024	18.38	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ 1051 Kettle Ave					
	7192223333 Total:	18.38							
*** 7866272222	9/10/2024	135.70	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ 4 S Willowway					
	7866272222 Total:	135.70							
*** 8845681222	9/10/2024	90.93	0.00	10/07/2024				No	0
10-445-4660	Street Lighting and Poles			Streetlights/ Orchard & Comiskey					
	8845681222 Total:	90.93							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60-445-4480				1" Dual Checks					
		<u>3,275.00</u>							
V242855 Total:		3,275.00							
V590256	8/9/2024	584.00	0.00	10/07/2024				No	0
60-445-4568				12" Repair Clamp					
		<u>584.00</u>							
V590256 Total:		584.00							
		<u>3,859.00</u>							
Core & Main Total:		3,859.00							
Creekside Compost, LLC									
467909									
24-09-6612	9/4/2024	485.52	0.00	10/07/2024				No	0
01-445-4540				Dirt					
		<u>485.52</u>							
24-09-6612 Total:		485.52							
		<u>485.52</u>							
Creekside Compost, LLC T		485.52							
DACRA Adjudication Systems									
467842									
DT 2024-08-110	8/31/2024	211.72	0.00	10/07/2024				No	0
01-440-4505				Postage					
		<u>211.72</u>							
DT 2024-08-110 Total:		211.72							
		<u>211.72</u>							
DACRA Adjudication Syst		211.72							
Dan Hannon									
468874									
09172024	9/17/2024	4.90	0.00	10/07/2024				No	0
60-320-3340				Water Credit Refund					
		<u>4.90</u>							
09172024 Total:		4.90							
09172024-02	9/17/2024	0.34	0.00	10/07/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
18-320-3350 Sewer Collection				Sewer Maint Credit Refund					
	09172024-02 Total:	0.34							
	Dan Hannon Total:	5.24							
De Nora MIOX Corporation 038050 9200093000	9/6/2024	1,394.87	0.00	10/07/2024				No	0
60-445-4567 Treatment Plant Repair/Maint				MIOX Check Valves					
	9200093000 Total:	1,394.87							
	De Nora MIOX Corporatio	1,394.87							
Doty & Sons 036230 71733	9/10/2024	7,678.00	0.00	10/07/2024				No	0
21-452-4870 Equipment				Concrete Planters (8)- PD					
	71733 Total:	7,678.00							
	Doty & Sons Total:	7,678.00							
Douglas Velez 468878 09172024	9/17/2024	202.77	0.00	10/07/2024				No	0
60-320-3340 Water Collections				Water Credit Refund					
	09172024 Total:	202.77							
09172024-02	9/17/2024	6.34	0.00	10/07/2024				No	0
18-320-3350 Sewer Collection				Sewer Maint Credit Refund					
	09172024-02 Total:	6.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Douglas Velez Total:	209.11							
Drendel & Jansons Law Group									
028580									
11352	7/31/2024	2,206.67	0.00	10/07/2024				No	0
01-445-4260	Legal			Legal Services- Aurora Pack/ July 2024					
	11352 Total:	2,206.67							
11353	7/31/2024	2,497.00	0.00	10/07/2024				No	0
01-441-4260	Legal			Legal Services- CommDev/ July 2024					
	11353 Total:	2,497.00							
11354	8/31/2024	2,268.67	0.00	10/07/2024				No	0
01-430-4260	Legal			Legal Services- Gen, Admin, Fin/ July 2024					
	11354 Total:	2,268.67							
11413	8/31/2024	2,674.33	0.00	10/07/2024				No	0
01-440-4260	Legal			Legal Services- PD/ July 2024					
	11413 Total:	2,674.33							
	Drendel & Jansons Law Gr	9,646.67							
Duke & Lee's Johnson's Garage & Towing, Inc.									
045190									
082582	8/26/2024	1,470.90	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Repair- Truck #147					
	082582 Total:	1,470.90							
	Duke & Lee's Johnson's Ga	1,470.90							
Eaton Corporation									
042220									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
953234122	9/10/2024	3,311.78	0.00	10/07/2024				No	0
01-440-4513	Software Maintenance			Maintenance Agreement					
	953234122 Total:	3,311.78							
	Eaton Corporation Total:	3,311.78							
Engineering Enterprises, Inc. 467917									
81118	8/29/2024	12,303.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			Water System Model					
	81118 Total:	12,303.00							
81119	8/29/2024	9,706.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			Orchard Gateway- Ph 2					
	81119 Total:	9,706.00							
81120	8/29/2024	2,723.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			Water System Master Plan					
	81120 Total:	2,723.00							
81121	8/29/2024	30,398.43	0.00	10/07/2024				No	0
60-445-4255	Engineering			Water Tower Design					
	81121 Total:	30,398.43							
81122	8/29/2024	2,403.50	0.00	10/07/2024				No	0
60-445-4255	Engineering			Treatment Plant And Electrical Study					
	81122 Total:	2,403.50							
81383	9/25/2024	13,645.13	0.00	10/07/2024				No	0
19-438-4255	Engineering			Airport & Rt31 Intersection Improvement					
	81383 Total:	13,645.13							
81384	9/25/2024	11,910.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			Water System Mode 1					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	81384 Total:	11,910.00							
81385	9/25/2024	16,197.00	0.00	10/07/2024				No	0
21-450-4255	Engineering			Orchard Gateway Ph 2					
	81385 Total:	16,197.00							
81386	9/25/2024	11,048.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			Water System Master Plan					
	81386 Total:	11,048.00							
81387	9/25/2024	40,152.00	0.00	10/07/2024				No	0
60-472-4255	Engineering			Water Tower Design					
	81387 Total:	40,152.00							
81388	9/25/2024	4,789.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			Treatment Plant Electrical Study					
	81388 Total:	4,789.00							
81389	9/25/2024	5,018.25	0.00	10/07/2024				No	0
60-445-4255	Engineering			LSLR Project Plan					
	81389 Total:	5,018.25							
81390	9/25/2024	2,080.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			SCADA System IEPA Permitting					
	81390 Total:	2,080.00							
81391	9/25/2024	2,410.00	0.00	10/07/2024				No	0
60-445-4255	Engineering			Aurora Packing Connection Fee Analysis					
	81391 Total:	2,410.00							
	Engineering Enterprises, In	164,783.31							

Euclid Managers

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
049670									
09152024	9/15/2024	499.97	0.00	10/07/2024				No	0
01-000-2057				Short-Term Disability		Short-Term Disability- October 2024			
	09152024 Total:	499.97							
	Euclid Managers Total:	499.97							
FedEx									
009530									
8-603-96199	8/28/2024	31.76	0.00	10/07/2024				No	0
01-445-4530				Public Grounds/Parks Maint		Shipping Of Memorial Brick For Engraving			
	8-603-96199 Total:	31.76							
	FedEx Total:	31.76							
Feece Oil									
031060									
4106596	9/6/2024	1,841.61	0.00	10/07/2024				No	0
71-000-1340				Gas/Diesel Escrow		Diesel Fuel			
	4106596 Total:	1,841.61							
4106621	9/6/2024	3,648.12	0.00	10/07/2024				No	0
71-000-1340				Gas/Diesel Escrow		Mid-Grade Fuel			
	4106621 Total:	3,648.12							
	Feece Oil Total:	5,489.73							
Foster & Foster, Inc.									
050630									
32645	9/9/2024	7,601.00	0.00	10/07/2024				No	0
01-435-4267				Finance Services		Police Pension And OPES Actuary			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		7,601.00							
32645 Total:		7,601.00							
32984	9/18/2024	1,100.00	0.00	10/07/2024				No	0
01-435-4267 Finance Services				GASB 75 FY24					
		1,100.00							
32984 Total:		1,100.00							
		8,701.00							
Foster & Foster, Inc. Total		8,701.00							
Fox Metro									
029650									
09032024	9/3/2024	30.00	0.00	10/07/2024				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				New Service Inspections - 545 Moose Lake					
		30.00							
09032024 Total:		30.00							
		30.00							
Fox Metro Total:		30.00							
Frank Marshall Electric									
028510									
92170	9/18/2024	2,356.00	0.00	10/07/2024				No	0
60-445-4565 Water Well Rpr & Mtce				Fuses- Well #6					
		2,356.00							
92170 Total:		2,356.00							
		2,356.00							
Frank Marshall Electric To		2,356.00							
Gerald Ford									
467768									
6073643/1	9/10/2024	1,719.90	0.00	10/07/2024				No	0
01-440-4511 Vehicle Repair and Maint				Re-Key Trucks					
		1,719.90							
6073643/1 Total:		1,719.90							
		1,719.90							
Gerald Ford Total:		1,719.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Global Water Technology, Inc.									
467862									
127150	9/15/2024	226.90	0.00	10/07/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Water Treatment- VH, PD					
	127150 Total:	226.90							
	Global Water Technology, I	226.90							
Griswold Feed & Seed Store									
001770									
15636	9/17/2024	82.00	0.00	10/07/2024				No	0
01-445-4530	Public Grounds/Parks Maint			Straw Rolls- Riverfront Park					
	15636 Total:	82.00							
	Griswold Feed & Seed Stor	82.00							
Hach Company									
014100									
14171191	9/3/2024	1,587.52	0.00	10/07/2024				No	0
60-445-4565	Water Well Rpr & Mtce			Reagents					
	14171191 Total:	1,587.52							
14176290	9/5/2024	161.56	0.00	10/07/2024				No	0
60-445-4562	Testing (water)			CL-17 Reagents					
	14176290 Total:	161.56							
	Hach Company Total:	1,749.08							
Heartland Business Systems, LLC									
468486									
731145-H	9/18/2024	2,612.39	0.00	10/07/2024				No	0
01-430-4513	Software Maintenance			Microsoft License					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	731145-H Total:	2,612.39							
731146-H	9/18/2024	1,781.43	0.00	10/07/2024				No	0
01-430-4513	Software Maintenance			Microsoft License					
	731146-H Total:	1,781.43							
732077-H	9/18/2024	2,096.25	0.00	10/07/2024				No	0
01-430-4280	Professional/Consulting Fees			DMS					
	732077-H Total:	2,096.25							
	Heartland Business System	6,490.07							
Hey and Associates, Inc.									
040900									
23-0389-19074	9/12/2024	4,000.96	0.00	10/07/2024				No	0
17-032-4533	Maintenance			Vegetation Management Town Center					
	23-0389-19074 Total:	4,000.96							
	Hey and Associates, Inc. T	4,000.96							
Homer Tree Care, Inc.									
467615									
58299	9/18/2024	1,000.00	0.00	10/07/2024				No	0
01-445-4532	Tree Service			Tree Removal					
	58299 Total:	1,000.00							
58300	9/18/2024	5,200.00	0.00	10/07/2024				No	0
01-445-4532	Tree Service			Storm Damage Tree Removal					
	58300 Total:	5,200.00							
	Homer Tree Care, Inc. Tota	6,200.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Illinois Section American WWA									
025350									
200091651	9/11/2024	117.00	0.00	10/07/2024				No	0
60-445-4380 Training				Fall Regulatory Update- Cook					
	200091651 Total:	117.00							
200091803	9/16/2024	117.00	0.00	10/07/2024				No	0
60-445-4380 Training				Fall Regulatory Update- Kennedy					
	200091803 Total:	117.00							
200091807	9/16/2024	234.00	0.00	10/07/2024				No	0
60-445-4380 Training				Fall Regulatory Update- Hake, Richter					
	200091807 Total:	234.00							
	Illinois Section American W	468.00							
Illinois State Police Bureau of									
041810									
20240803557	8/1/2024	84.75	0.00	10/07/2024				No	0
01-440-4799 Misc.				Liquor License Fingerprints					
	20240803557 Total:	84.75							
20240806111	8/1/2024	28.25	0.00	10/07/2024				No	0
01-440-4799 Misc.				Liquor License Fingerprints					
	20240806111 Total:	28.25							
	Illinois State Police Bureau	113.00							
InQuest, LLC									
468471									
133500717	9/19/2024	3,805.00	0.00	10/07/2024				No	0
01-430-4513 Software Maintenance				Spam Filter					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	133500717 Total:	3,805.00							
	InQuest, LLC Total:	3,805.00							
Intergovernmental Personnel Benefit Cooperative									
467637									
09162024-01	9/16/2024	40,197.30	0.00	10/07/2024				No	0
01-440-4130	Health Insurance			Health Insurance- PD/ Sept 2024					
	09162024-01 Total:	40,197.30							
09162024-02	9/16/2024	6,904.71	0.00	10/07/2024				No	0
01-430-4130	Health Insurance			Health Insurance- Admin/ Sept 2024					
	09162024-02 Total:	6,904.71							
09162024-03	9/16/2024	4,276.06	0.00	10/07/2024				No	0
01-435-4132	PSEBA Health Insurance			Health Insurance- PSEBA/ Sept 2024					
	09162024-03 Total:	4,276.06							
09162024-04	9/16/2024	1,950.18	0.00	10/07/2024				No	0
01-435-4130	Health Insurance			Health Insurance- Fin/ Sept 2024					
	09162024-04 Total:	1,950.18							
09162024-05	9/16/2024	4,686.34	0.00	10/07/2024				No	0
01-441-4130	Health Insurance			Health Insurance- CommDev/ Sept 2024					
	09162024-05 Total:	4,686.34							
09162024-06	9/16/2024	16,022.88	0.00	10/07/2024				No	0
01-445-4130	Health Insurance			Health Insurance- PW/ Sept 2024					
	09162024-06 Total:	16,022.88							
09162024-07	9/16/2024	15,347.81	0.00	10/07/2024				No	0
60-445-4130	Health Insurance			Health Insurance- Water/ Sept 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	09162024-07 Total:	15,347.81							
09162024-08	9/16/2024	1,275.54	0.00	10/07/2024				No	0
01-000-2055	Payroll Deductions			Health Insurance- Retirees/ Sept 2024					
	09162024-08 Total:	1,275.54							
09162024-09	9/16/2024	4,924.86	0.00	10/07/2024				No	0
01-000-2055	Payroll Deductions			Health Insurance- Police Pension/ Sept 2024					
	09162024-09 Total:	4,924.86							
09162024-10	9/16/2024	204.56	0.00	10/07/2024				No	0
01-430-4136	Dental Insurance			Dental Insurance- Admin/ Sept 2024					
	09162024-10 Total:	204.56							
09162024-11	9/16/2024	64.33	0.00	10/07/2024				No	0
01-435-4136	Dental Insurance			Dental Insurance- Fin/ Sept 2024					
	09162024-11 Total:	64.33							
09162024-12	9/16/2024	113.76	0.00	10/07/2024				No	0
01-441-4136	Dental Insurance			Dental Insurance- CommDev/ Sept 2024					
	09162024-12 Total:	113.76							
09162024-13	9/16/2024	1,004.41	0.00	10/07/2024				No	0
01-440-4136	Dental Insurance			Dental Insurance- PD/ Sept 2024					
	09162024-13 Total:	1,004.41							
09162024-14	9/16/2024	465.64	0.00	10/07/2024				No	0
01-445-4136	Dental Insurance			Dental Insurance- PW/ Sept 2024					
	09162024-14 Total:	465.64							
09162024-15	9/16/2024	333.22	0.00	10/07/2024				No	0
60-445-4136	Dental Insurance			Dental Insurance- Water/ Sept 2024					
	09162024-15 Total:	333.22							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
09162024-16	9/16/2024	2,349.12	0.00	10/07/2024				No	0
01-000-2054 Insurance Employee Reimburse				Dental Insurance- Employee/ Sept 2024					
	09162024-16 Total:	2,349.12							
09162024-17	9/16/2024	63.36	0.00	10/07/2024				No	0
01-440-4135 Life Insurance				Life Insurance- PD/ Sept 2024					
	09162024-17 Total:	63.36							
09162024-18	9/16/2024	24.64	0.00	10/07/2024				No	0
01-445-4135 Life Insurance				Life Insurance- PW/ Sept 2024					
	09162024-18 Total:	24.64							
09162024-19	9/16/2024	8.80	0.00	10/07/2024				No	0
01-430-4135 Life Insurance				Life Insurance- Admin/ Sept 2024					
	09162024-19 Total:	8.80							
09162024-20	9/16/2024	5.28	0.00	10/07/2024				No	0
01-435-4135 Life Insurance				Life Insurance- Fin/ Sept 2024					
	09162024-20 Total:	5.28							
09162024-21	9/16/2024	8.80	0.00	10/07/2024				No	0
01-441-4135 Life Insurance				Life Insurance- CommDev/ Sept 2024					
	09162024-21 Total:	8.80							
09162024-22	9/16/2024	15.84	0.00	10/07/2024				No	0
60-445-4135 Life Insurance				Life Insurance- Water/ Sept 2024					
	09162024-22 Total:	15.84							
09162024-23	9/16/2024	677.00	0.00	10/07/2024				No	0
01-000-2052 Voluntary Life Insurance				Voluntary Life/ Sept 2024					
	09162024-23 Total:	677.00							
09162024-24	9/16/2024	889.48	0.00	10/07/2024				No	0
01-000-2056 VSP - Employee Contributions				Vision/ Sept 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	09162024-24 Total:	889.48							
09162024-25	9/16/2024	44,103.81	0.00	10/07/2024				No	0
01-440-4130	Health Insurance			Health Insurance- PD/ July 2024					
	09162024-25 Total:	44,103.81							
09162024-26	9/16/2024	7,699.03	0.00	10/07/2024				No	0
01-430-4130	Health Insurance			Health Insurance- Admin/ July 2024					
	09162024-26 Total:	7,699.03							
09162024-27	9/16/2024	4,276.06	0.00	10/07/2024				No	0
01-435-4132	PSEBA Health Insurance			Health Insurance- PSEBA/ July 2024					
	09162024-27 Total:	4,276.06							
09162024-28	9/16/2024	1,949.70	0.00	10/07/2024				No	0
01-435-4130	Health Insurance			Health Insurance- Fin/ July 2024					
	09162024-28 Total:	1,949.70							
09162024-29	9/16/2024	4,686.34	0.00	10/07/2024				No	0
01-441-4130	Health Insurance			Health Insurance- CommDev/ July 2024					
	09162024-29 Total:	4,686.34							
09162024-30	9/16/2024	13,399.07	0.00	10/07/2024				No	0
01-445-4130	Health Insurance			Health Insurance- PW/ July 2024					
	09162024-30 Total:	13,399.07							
09162024-31	9/16/2024	12,615.27	0.00	10/07/2024				No	0
60-445-4130	Health Insurance			Health Insurance- Water/ July 2024					
	09162024-31 Total:	12,615.27							
09162024-32	9/16/2024	1,275.54	0.00	10/07/2024				No	0
01-000-2055	Payroll Deductions			Health Insurance- Retirees/ July 2024					
	09162024-32 Total:	1,275.54							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
09162024-33	9/16/2024	4,924.86	0.00	10/07/2024				No	0
01-000-2055 Payroll Deductions				Health Insurance- Police Pension/ July 2024					
	09162024-33 Total:	4,924.86							
09162024-34	9/16/2024	207.02	0.00	10/07/2024				No	0
01-430-4136 Dental Insurance				Dental Insurance- Admin/ July 2024					
	09162024-34 Total:	207.02							
09162024-35	9/16/2024	59.57	0.00	10/07/2024				No	0
01-435-4136 Dental Insurance				Dental Insurance- Fin/ July 2024					
	09162024-35 Total:	59.57							
09162024-36	9/16/2024	105.32	0.00	10/07/2024				No	0
01-441-4136 Dental Insurance				Dental Insurance- CommDev/ July 2024					
	09162024-36 Total:	105.32							
09162024-37	9/16/2024	1,036.14	0.00	10/07/2024				No	0
01-440-4136 Dental Insurance				Dental Insurance- PD/ July 2024					
	09162024-37 Total:	1,036.14							
09162024-38	9/16/2024	336.34	0.00	10/07/2024				No	0
01-445-4136 Dental Insurance				Dental Insurance- PW/ July 2024					
	09162024-38 Total:	336.34							
09162024-39	9/16/2024	273.33	0.00	10/07/2024				No	0
60-445-4136 Dental Insurance				Dental Insurance- Water/ July 2024					
	09162024-39 Total:	273.33							
09162024-40	9/16/2024	2,334.99	0.00	10/07/2024				No	0
01-000-2054 Insurance Employee Reimburse				Dental Insurance- Employee/ July 2024					
	09162024-40 Total:	2,334.99							
09162024-41	9/16/2024	65.12	0.00	10/07/2024				No	0
01-440-4135 Life Insurance				Life Insurance- PD/ July 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	09162024-41 Total:	65.12							
09162024-42	9/16/2024	22.88	0.00	10/07/2024				No	0
01-445-4135	Life Insurance			Life Insurance- PW/ July 2024					
	09162024-42 Total:	22.88							
09162024-43	9/16/2024	10.56	0.00	10/07/2024				No	0
01-430-4135	Life Insurance			Life Insurance- Admin/ July 2024					
	09162024-43 Total:	10.56							
09162024-44	9/16/2024	5.28	0.00	10/07/2024				No	0
01-435-4135	Life Insurance			Life Insurance- Fin/ July 2024					
	09162024-44 Total:	5.28							
09162024-45	9/16/2024	8.80	0.00	10/07/2024				No	0
01-441-4135	Life Insurance			Life Insurance- CommDev/ July 2024					
	09162024-45 Total:	8.80							
09162024-46	9/16/2024	12.32	0.00	10/07/2024				No	0
60-445-4135	Life Insurance			Life Insurance- Water/ July 2024					
	09162024-46 Total:	12.32							
09162024-47	9/16/2024	677.00	0.00	10/07/2024				No	0
01-000-2052	Voluntary Life Insurance			Voluntary Life/ July 2024					
	09162024-47 Total:	677.00							
09162024-48	9/16/2024	900.04	0.00	10/07/2024				No	0
01-000-2056	VSP - Employee Contributions			Vision/ July 2024					
	09162024-48 Total:	900.04							
09162024-49	9/16/2024	40,195.41	0.00	10/07/2024				No	0
01-440-4130	Health Insurance			Health Insurance- PD/ August 2024					
	09162024-49 Total:	40,195.41							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
09162024-50	9/16/2024	6,904.71	0.00	10/07/2024				No	0
01-430-4130 Health Insurance				Health Insurance- Admin/ August 2024					
	09162024-50 Total:	6,904.71							
09162024-51	9/16/2024	4,276.06	0.00	10/07/2024				No	0
01-430-4132 PSEBA Health Insurance				Health Insurance- PSEBA/ August 2024					
	09162024-51 Total:	4,276.06							
09162024-52	9/16/2024	1,949.63	0.00	10/07/2024				No	0
01-435-4130 Health Insurance				Health Insurance- Fin/ August 2024					
	09162024-52 Total:	1,949.63							
09162024-53	9/16/2024	4,686.34	0.00	10/07/2024				No	0
01-441-4130 Health Insurance				Health Insurance- CommDev/ August 2024					
	09162024-53 Total:	4,686.34							
09162024-54	9/16/2024	14,193.24	0.00	10/07/2024				No	0
01-445-4130 Health Insurance				Health Insurance- PW/ August 2024					
	09162024-54 Total:	14,193.24							
09162024-55	9/16/2024	12,615.27	0.00	10/07/2024				No	0
60-445-4130 Health Insurance				Health Insurance- Water/ August 2024					
	09162024-55 Total:	12,615.27							
09162024-56	9/16/2024	1,275.54	0.00	10/07/2024				No	0
01-000-2055 Payroll Deductions				Health Insurance- Retirees/ August 2024					
	09162024-56 Total:	1,275.54							
09162024-57	9/16/2024	4,924.86	0.00	10/07/2024				No	0
01-000-2055 Payroll Deductions				Health Insurance- Police Pension/ August 2024					
	09162024-57 Total:	4,924.86							
09162024-58	9/16/2024	219.71	0.00	10/07/2024				No	0
01-430-4136 Dental Insurance				Dental Insurance- Admin/ August 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	09162024-58 Total:	219.71							
09162024-59	9/16/2024	69.09	0.00	10/07/2024				No	0
01-435-4136	Dental Insurance			Dental Insurance- Fin/ August 2024					
	09162024-59 Total:	69.09							
09162024-60	9/16/2024	122.20	0.00	10/07/2024				No	0
01-441-4136	Dental Insurance			Dental Insurance- CommDev/ August 2024					
	09162024-60 Total:	122.20							
09162024-61	9/16/2024	1,077.66	0.00	10/07/2024				No	0
01-440-4136	Dental Insurance			Dental Insurance- PD/ August 2024					
	09162024-61 Total:	1,077.66							
09162024-62	9/16/2024	431.05	0.00	10/07/2024				No	0
01-445-4136	Dental Insurance			Dental Insurance- PW/ August 2024					
	09162024-62 Total:	431.05							
09162024-63	9/16/2024	317.03	0.00	10/07/2024				No	0
60-445-4136	Dental Insurance			Dental Insurance- Water/ August 2024					
	09162024-63 Total:	317.03							
09162024-64	9/16/2024	2,261.35	0.00	10/07/2024				No	0
01-000-2054	Insurance Employee Reimburse			Dental Insurance- Employee/ August 2024					
	09162024-64 Total:	2,261.35							
09162024-65	9/16/2024	63.36	0.00	10/07/2024				No	0
01-440-4135	Life Insurance			Life Insurance- PD/ August 2024					
	09162024-65 Total:	63.36							
09162024-66	9/16/2024	24.64	0.00	10/07/2024				No	0
01-445-4135	Life Insurance			Life Insurance- PW/ August 2024					
	09162024-66 Total:	24.64							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
09162024-67	9/16/2024	8.80	0.00	10/07/2024				No	0
01-430-4135 Life Insurance				Life Insurance- Admin/ August 2024					
	09162024-67 Total:	8.80							
09162024-68	9/16/2024	5.28	0.00	10/07/2024				No	0
01-435-4135 Life Insurance				Life Insurance- Fin/ August 2024					
	09162024-68 Total:	5.28							
09162024-69	9/16/2024	8.80	0.00	10/07/2024				No	0
01-441-4135 Life Insurance				Life Insurance- CommDev/ August 2024					
	09162024-69 Total:	8.80							
09162024-70	9/16/2024	12.32	0.00	10/07/2024				No	0
60-445-4135 Life Insurance				Life Insurance- Water/ August 2024					
	09162024-70 Total:	12.32							
09162024-71	9/16/2024	677.00	0.00	10/07/2024				No	0
01-000-2052 Voluntary Life Insurance				Voluntary Life/ August 2024					
	09162024-71 Total:	677.00							
09162024-72	9/16/2024	856.58	0.00	10/07/2024				No	0
01-000-2056 VSP - Employee Contributions				Vision/ August 2024					
	09162024-72 Total:	856.58							
	Intergovernmental Personn	299,974.24							
JSN Contractors Supply									
041440									
87367	9/17/2024	218.40	0.00	10/07/2024				No	0
60-445-4568 Watermain Rprs. & Rplcmts.				Blue Marking Paint					
	87367 Total:	218.40							
87367-02	9/17/2024	171.00	0.00	10/07/2024				No	0
18-445-4570 Sewers Rpr & Mtce				Green Marking Paint					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		171.00							
87367-02 Total:		171.00							
87367-03	9/17/2024	109.20	0.00	10/07/2024				No	0
10-445-4661 Street Light Repair/Maint				Red Marking Paint					
		109.20							
87367-03 Total:		109.20							
		498.60							
JSN Contractors Supply T		498.60							
Julie Von Drasek									
468872									
09162023	9/16/2024	19.42	0.00	10/07/2024				No	0
60-320-3340 Water Collections				Water Credit Refund					
		19.42							
09162023 Total:		19.42							
09162023-02	9/16/2024	0.69	0.00	10/07/2024				No	0
18-320-3350 Sewer Collection				Sewer Maint Credit Refund					
		0.69							
09162023-02 Total:		0.69							
		20.11							
Julie Von Drasek Total:		20.11							
Kane County Animal Control									
031620									
09092024	9/9/2024	116.00	0.00	10/07/2024				No	0
01-440-4523 Animal Control				Animal Control- Aug 2024					
		116.00							
09092024 Total:		116.00							
		116.00							
Kane County Animal Cont		116.00							
Kane County Division of									
036170									
T-FY24-Q3-009	9/3/2024	613.71	0.00	10/07/2024				No	0
01-445-4545 Traffic Signs & Signals				Traffic Light Maintenance- 3rd Quarter					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	T-FY24-Q3-009 Total:	613.71							
	Kane County Division of T	613.71							
Kane County Recorder 010600 08312024	8/31/2024	116.00	0.00	10/07/2024				No	0
01-441-4506 Publishing				Recording Fees					
	08312024 Total:	116.00							
	Kane County Recorder Tot	116.00							
Kiesler's Police Supply, Inc. 039910 IN246743	9/17/2024	10,074.00	0.00	10/07/2024				No	0
01-440-4383 Firearm Training				Ammo					
	IN246743 Total:	10,074.00							
	Kiesler's Police Supply, Inc	10,074.00							
Kimball Midwest 467916 102565162	9/3/2024	239.00	0.00	10/07/2024				No	0
01-445-4870 Equipment				Grinder					
	102565162 Total:	239.00							
102572323	9/4/2024	14.94	0.00	10/07/2024				No	0
01-445-4511 Vehicle Repair and Maint				Oil (2)					
	102572323 Total:	14.94							
102572323-02	9/4/2024	29.01	0.00	10/07/2024				No	0
01-445-4870 Equipment				Holder (3)					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	102572323-02 Total:	29.01							
102573639	9/5/2024	253.89	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Connectors, Nuts					
	102573639 Total:	253.89							
102600759	9/12/2024	137.40	0.00	10/07/2024				No	0
01-445-4532	Tree Service			Inspect Killer					
	102600759 Total:	137.40							
	Kimball Midwest Total:	674.24							
Konica Minolta									
024860									
295601728	8/31/2024	232.99	0.00	10/07/2024				No	0
01-440-4510	Equipment/IT Maint			Copier Fees					
	295601728 Total:	232.99							
295601741	8/31/2024	71.15	0.00	10/07/2024				No	0
01-440-4510	Equipment/IT Maint			Copier Fees					
	295601741 Total:	71.15							
295601918	8/31/2024	71.15	0.00	10/07/2024				No	0
01-440-4510	Equipment/IT Maint			Copier Fees					
	295601918 Total:	71.15							
295601919	8/31/2024	131.96	0.00	10/07/2024				No	0
01-440-4510	Equipment/IT Maint			Copier Fees					
	295601919 Total:	131.96							
295603884	8/31/2024	101.53	0.00	10/07/2024				No	0
01-440-4510	Equipment/IT Maint			Copier Fees					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	295603884 Total:	101.53							
295605477	8/31/2024	37.22	0.00	10/07/2024				No	0
01-440-4510	Equipment/IT Maint			Copier Fees					
	295605477 Total:	37.22							
9010097547	9/1/2024	67.92	0.00	10/07/2024				No	0
01-445-4411	Office Expenses			Copier Maintenance- PW Garage Aug 2024					
	9010097547 Total:	67.92							
	Konica Minolta Total:	713.92							
Marberry Cleaners									
008430									
FEB2B212	8/1/2024	12.25	0.00	10/07/2024				No	0
01-440-4450	Prisoner Mtce & Supplies			Prisoner Blankets					
	FEB2B212 Total:	12.25							
	Marberry Cleaners Total:	12.25							
Matthew Nordstrom									
467761									
09242024	9/24/2024	231.89	0.00	10/07/2024				No	0
01-440-4383	Firearm Training			Training Reimbursement					
	09242024 Total:	231.89							
	Matthew Nordstrom Total	231.89							
Mc Cue Builders									
031350									
09172024	9/17/2024	80.67	0.00	10/07/2024				No	0
60-320-3340	Water Collections			Water Credit Refund					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	09172024 Total:	80.67							
	Mc Cue Builders Total:	80.67							
Meade Electric Company, Inc.									
027140									
*** 709644	9/19/2024	92.72	0.00	10/07/2024				No	0
10-445-4661	Street Light Repair/Maint			Cable Locate- Oak & Hasen					
	709644 Total:	92.72							
	Meade Electric Company,	92.72							
Menards									
016070									
35149	9/4/2024	7.32	0.00	10/07/2024				No	0
60-445-4562	Testing (water)			Distilled Water					
	35149 Total:	7.32							
35149-02	9/4/2024	8.94	0.00	10/07/2024				No	0
60-445-4480	New Meters,rprs. & Rplcmnts.			Tape For Meters					
	35149-02 Total:	8.94							
35149-03	9/4/2024	79.83	0.00	10/07/2024				No	0
60-445-4423	Tools			Tools					
	35149-03 Total:	79.83							
35149-04	9/4/2024	9.99	0.00	10/07/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			Hardware Cloth					
	35149-04 Total:	9.99							
35471	9/10/2024	8.46	0.00	10/07/2024				No	0
60-445-4565	Water Well Rpr & Mtce			Sump Pump- Well #7					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		8.46							
35541	9/11/2024	138.22	0.00	10/07/2024				No	0
01-445-4510	Equipment/IT Maint			Couplings, Nipples					
		138.22							
35596	9/12/2024	5.99	0.00	10/07/2024				No	0
60-445-4423	Tools			Snips					
		5.99							
35596-02	9/12/2024	34.96	0.00	10/07/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			Hardware Cloth & Screws					
		34.96							
35660	9/13/2024	16.98	0.00	10/07/2024				No	0
01-445-4530	Public Grounds/Parks Maint			Eye Bolts					
		16.98							
35823	9/17/2024	43.47	0.00	10/07/2024				No	0
01-445-4799	Misc. Expenditures			Distilled Water					
		43.47							
35824	9/17/2024	241.71	0.00	10/07/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			Supplies					
		241.71							
	Menards Total:	595.87							
Mooney & Thomas, Pc									
001040									
9218447	8/31/2024	975.00	0.00	10/07/2024				No	0
01-435-4267	Finance Services			Payroll Processing- August 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9218447 Total:	975.00							
9218449	8/31/2024	150.00	0.00	10/07/2024				No	0
80-430-4581	Banking Services/Fees			Police Pension- September 2024					
	9218449 Total:	150.00							
	Mooney & Thomas, Pc To	1,125.00							
Motorola Solutions- STARCOM21									
002980									
8732620240801	9/1/2024	734.00	0.00	10/07/2024				No	0
01-440-4652	Phones and Connectivity			STARCOM- Sept 2024					
	8732620240801 Total:	734.00							
	Motorola Solutions- STAR	734.00							
MSC Industrial Supply									
051190									
27508409	9/6/2024	48.12	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Brake Cleaner					
	27508409 Total:	48.12							
	MSC Industrial Supply To	48.12							
North Aurora NAPA, Inc.									
038730									
471050	8/1/2024	72.89	0.00	10/07/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
	471050 Total:	72.89							
471050-02	8/1/2024	19.48	0.00	10/07/2024				No	0
01-445-4870	Equipment			Syringe, Gas Tank Repair Epoxy					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	471050-02 Total:	19.48							
471050-03	8/1/2024	177.93	0.00	10/07/2024				No	0
01-445-4870	Equipment			Bit Set, Socket Adapter					
	471050-03 Total:	177.93							
472435	8/21/2024	1,063.01	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Truck Repair- Truck #185					
	472435 Total:	1,063.01							
472760	8/25/2024	88.42	0.00	10/07/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
	472760 Total:	88.42							
473048	8/29/2024	88.94	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Shift Lever- Truck #175					
	473048 Total:	88.94							
473058	8/29/2024	136.75	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Truck Repair- Truck #175					
	473058 Total:	136.75							
473067	8/29/2024	229.99	0.00	10/07/2024				No	0
01-445-4870	Equipment			PW Tools					
	473067 Total:	229.99							
473139	8/30/2024	43.00	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Shift Tube Clamp					
	473139 Total:	43.00							
473164	8/30/2024	48.68	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Blstr Pk- Truck #175					
	473164 Total:	48.68							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
473168	8/30/2024	55.92	0.00	10/07/2024				No	0
60-445-4511				Oil- Truck #125					
	473168 Total:	55.92							
473305	9/3/2024	250.35	0.00	10/07/2024				No	0
01-445-4870				Tools					
	473305 Total:	250.35							
473318	9/3/2024	229.99	0.00	10/07/2024				No	0
01-440-4511				Squad Parts					
	473318 Total:	229.99							
473406	9/4/2024	154.99	0.00	10/07/2024				No	0
01-445-4870				Hose Reel					
	473406 Total:	154.99							
473407	8/4/2024	340.00	0.00	10/07/2024				No	0
01-445-4870				PW Tools					
	473407 Total:	340.00							
473432	9/4/2024	4.37	0.00	10/07/2024				No	0
01-445-4511				Spark Plug- Truck #175					
	473432 Total:	4.37							
473453	9/4/2024	140.55	0.00	10/07/2024				No	0
01-445-4511				Brake Kit- Truck #190					
	473453 Total:	140.55							
473491	9/5/2024	68.88	0.00	10/07/2024				No	0
01-445-4511				Spark Plug, Brake Fitting					
	473491 Total:	68.88							
473519	9/5/2024	12.47	0.00	10/07/2024				No	0
01-445-4511				Plugs (3)					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		12.47							
473519 Total:		12.47							
473584	9/6/2024	234.05	0.00	10/07/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
		234.05							
473584 Total:		234.05							
473807	9/10/2024	16.52	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Fittings- Truck #190					
		16.52							
473807 Total:		16.52							
473808	9/10/2024	50.14	0.00	10/07/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
		50.14							
473808 Total:		50.14							
473809	9/10/2024	69.33	0.00	10/07/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
		69.33							
473809 Total:		69.33							
473814	9/10/2024	16.66	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Bulb Kits- Truck #175					
		16.66							
473814 Total:		16.66							
473815	9/10/2024	57.60	0.00	10/07/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
		57.60							
473815 Total:		57.60							
473819	9/10/2024	493.95	0.00	10/07/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
		493.95							
473819 Total:		493.95							
473826	9/10/2024	233.62	0.00	10/07/2024				No	0
01-445-4511	Vehicle Repair and Maint			Air Line Dryers					
		233.62							
473826 Total:		233.62							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
473842	9/10/2024	52.99	0.00	10/07/2024				No	0
01-445-4870 Equipment				PW Tools					
	473842 Total:	52.99							
474020	9/12/2024	149.71	0.00	10/07/2024				No	0
01-445-4870 Equipment				PW Tools					
	474020 Total:	149.71							
474068	9/12/2024	85.89	0.00	10/07/2024				No	0
01-445-4511 Vehicle Repair and Maint				Battery					
	474068 Total:	85.89							
474077	9/12/2024	13.49	0.00	10/07/2024				No	0
01-445-4532 Tree Service				Wasp Spray					
	474077 Total:	13.49							
	North Aurora NAPA, Inc. T	4,700.56							
North East Multi-Regional Training, Inc. 001520									
362075	9/17/2024	100.00	0.00	10/07/2024				No	0
01-440-4380 Training				Training- McCoy, Nordstrom					
	362075 Total:	100.00							
	North East Multi-Regional	100.00							
Office Depot 039370									
383121343001	9/18/2024	14.16	0.00	10/07/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	383121343001 Total:	14.16							
383121343001-02	9/18/2024	14.16	0.00	10/07/2024				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					
	383121343001-02 Total:	14.16							
383121343001-03	9/18/2024	14.16	0.00	10/07/2024				No	0
60-445-4411 Office Expenses				Office Supplies					
	383121343001-03 Total:	14.16							
383121343001-04	9/18/2024	14.16	0.00	10/07/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
	383121343001-04 Total:	14.16							
383757282001	9/3/2024	33.63	0.00	10/07/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	383757282001 Total:	33.63							
383757282001-02	9/3/2024	33.63	0.00	10/07/2024				No	0
01-445-4411 Office Expenses				Office Supplies					
	383757282001-02 Total:	33.63							
383757282001-03	9/3/2024	33.63	0.00	10/07/2024				No	0
60-445-4411 Office Expenses				Office Supplies					
	383757282001-03 Total:	33.63							
383757282001-04	9/3/2024	84.13	0.00	10/07/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
	383757282001-04 Total:	84.13							
383985105001	9/10/2024	12.79	0.00	10/07/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	383985105001 Total:	12.79							
383985105001-02	9/10/2024	66.04	0.00	10/07/2024				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			
	383985105001-02 Total:	66.04							
383985105001-03	9/10/2024	12.79	0.00	10/07/2024				No	0
60-445-4411	Office Expenses			Office Supplies					
	383985105001-03 Total:	12.79							
383985105001-04	9/10/2024	12.79	0.00	10/07/2024				No	0
01-441-4411	Office Expenses			Office Supplies					
	383985105001-04 Total:	12.79							
384560663001	9/3/2024	2.59	0.00	10/07/2024				No	0
01-430-4411	Office Expenses			Office Supplies					
	384560663001 Total:	2.59							
384560663001-02	9/3/2024	2.60	0.00	10/07/2024				No	0
01-445-4411	Office Expenses			Office Supplies					
	384560663001-02 Total:	2.60							
384560663001-03	9/3/2024	42.98	0.00	10/07/2024				No	0
60-445-4411	Office Expenses			Office Supplies					
	384560663001-03 Total:	42.98							
384560663001-04	9/3/2024	2.60	0.00	10/07/2024				No	0
01-441-4411	Office Expenses			Office Supplies					
	384560663001-04 Total:	2.60							
	Office Depot Total:	396.84							
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.									
031590									
9200	8/31/2024	784.00	0.00	10/07/2024				No	0
01-430-4260	Legal			Aug 2024 Legal					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9200 Total:	784.00							
	Ottosen DiNolfo Hasenbal	784.00							
Paddock Publications, Inc.									
026910									
301997	8/25/2024	80.50	0.00	10/07/2024				No	0
	90-000-E297 Little Ducklings Childcare LLC					Public Notice Fee			
	301997 Total:	80.50							
303487	9/3/2024	455.40	0.00	10/07/2024				No	0
	01-435-4506 Publishing/Advertising					Bond Public Notices			
	303487 Total:	455.40							
	Paddock Publications, Inc.	535.90							
Petula Prolix Development Company, LLC									
468517									
09252024	9/25/2024	382,890.87	0.00	10/07/2024				No	0
	19-480-4784 TIF Reimbursements/Grants					Developer Note Payment - 75% 2023 Tax Payment			
	09252024 Total:	382,890.87							
	Petula Prolix Development	382,890.87							
Pitney Bowes Inc.									
017470									
1026021341	9/9/2024	20.08	0.00	10/07/2024				No	0
	01-430-4505 Postage					Postage Machine			
	1026021341 Total:	20.08							
1026021341-02	9/9/2024	20.08	0.00	10/07/2024				No	0
	01-445-4505 Postage					Postage Machine			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1026021341-02 Total:	20.08							
1026021341-03	9/9/2024	20.09	0.00	10/07/2024				No	0
60-445-4505 Postage				Postage Machine					
	1026021341-03 Total:	20.09							
1026021341-04	9/9/2024	20.09	0.00	10/07/2024				No	0
01-441-4505 Postage				Postage Machine					
	1026021341-04 Total:	20.09							
	Pitney Bowes Inc. Total:	80.34							
Pitney Bowes Purchase Power									
029940									
09012024 PD	9/1/2024	1,500.00	0.00	10/07/2024				No	0
01-440-4505 Postage				Pre-Pay Postage Refill- PD					
	09012024 PD Total:	1,500.00							
09112024-01	9/11/2024	375.00	0.00	10/07/2024				No	0
01-430-4505 Postage				Pre-Pay Postage Refill					
	09112024-01 Total:	375.00							
09112024-02	9/11/2024	375.00	0.00	10/07/2024				No	0
01-445-4505 Postage				Pre-Pay Postage Refill					
	09112024-02 Total:	375.00							
09112024-03	9/11/2024	375.00	0.00	10/07/2024				No	0
60-445-4505 Postage				Pre-Pay Postage Refill					
	09112024-03 Total:	375.00							
09112024-04	9/11/2024	375.00	0.00	10/07/2024				No	0
01-441-4505 Postage				Pre-Pay Postage Refill					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	09112024-04 Total:	375.00							
	Pitney Bowes Purchase Po	3,000.00							
R. J. O'Neil, Inc.									
029370									
00124885	9/5/2024	3,681.92	0.00	10/07/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Maintenance- VH					
	00124885 Total:	3,681.92							
00124942	9/10/2024	4,664.82	0.00	10/07/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				RTU Maintenance- PD					
	00124942 Total:	4,664.82							
	R. J. O'Neil, Inc. Total:	8,346.74							
Russo Power Equipment Inc.									
036290									
SPI20735923	7/11/2024	32.99	0.00	10/07/2024				No	0
01-445-4510 Equipment/IT Maint				Chain Loop					
	SPI20735923 Total:	32.99							
	Russo Power Equipment In	32.99							
Sebert Landscaping									
032840									
279761	9/1/2024	780.00	0.00	10/07/2024				No	0
17-007-4533 Maintenance				HOA Grass Cutting- Oak Hill					
	279761 Total:	780.00							
280898	9/30/2024	1,207.00	0.00	10/07/2024				No	0
17-004-4533 Maintenance				Mowing SSA 4					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		280898 Total:							
280898-02	9/30/2024	1,115.00	0.00	10/07/2024				No	0
17-008-4533 Maintenance				Mowing SSA 8					
		280898-02 Total:							
280898-03	9/30/2024	381.00	0.00	10/07/2024				No	0
17-009-4533 Maintenance				Mowing SSA 9					
		280898-03 Total:							
280898-04	9/30/2024	63.00	0.00	10/07/2024				No	0
17-011-4533 Maintenance				Mowing SSA 11					
		280898-04 Total:							
280898-05	9/30/2024	4,142.00	0.00	10/07/2024				No	0
01-445-4531 Grass Cutting				Public Mowing					
		280898-05 Total:							
		Sebert Landscaping Total:							
		7,688.00							
Southern Kane County Training Association									
033180									
*** 09112024	9/11/2024	16,425.06	0.00	10/07/2024				No	0
60-325-3225 Tower Rent				Portion Of FY24 Water Tower Rent					
		09112024 Total:							
		Southern Kane County Tra							
		16,425.06							
Springbrook Software LLC									
467920									
INV-018223	8/31/2024	41.00	0.00	10/07/2024				No	0
60-445-4510 Equipment/IT Maint				Web Payments- Aug 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	INV-018223 Total:	41.00							
INV-018281	8/31/2024	116.00	0.00	10/07/2024				No	0
60-445-4510	Equipment/IT Maint			IVR Payments- Aug 2024					
	INV-018281 Total:	116.00							
	Springbrook Software LLC	157.00							
St. Charles Trading, Inc.									
033210									
IN2423297	9/4/2024	5,648.00	0.00	10/07/2024				No	0
60-445-4438	Salt - Treatment			MIOX Salt					
	IN2423297 Total:	5,648.00							
	St. Charles Trading, Inc. To	5,648.00							
Steve & Marlene Golinvaux									
468875									
09172024	9/17/2024	14.44	0.00	10/07/2024				No	0
60-320-3340	Water Collections			Water Credit Refund					
	09172024 Total:	14.44							
09172024-02	9/17/2024	0.41	0.00	10/07/2024				No	0
18-320-3350	Sewer Collection			Sewer Maint Credit Refund					
	09172024-02 Total:	0.41							
	Steve & Marlene Golinvaux	14.85							
Technology Management Rev Fund									
007390									
T2502283	8/26/2024	517.01	0.00	10/07/2024				No	0
01-440-4652	Phones and Connectivity			LEADS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	T2502283 Total:	517.01							
	Technology Management R	517.01							
Teska Associates, Inc.									
024820									
14484	8/19/2024	1,503.70	0.00	10/07/2024				No	0
	21-456-4875 Capital Improvements				Veterans Memorial Design				
	14484 Total:	1,503.70							
14581	9/13/2024	6,437.50	0.00	10/07/2024				No	0
	21-456-4875 Capital Improvements				Veterans Memorial Design				
	14581 Total:	6,437.50							
	Teska Associates, Inc. Tota	7,941.20							
Testing Service Corporaton									
014450									
IN131943	8/31/2024	5,291.75	0.00	10/07/2024				No	0
	21-450-4255 Engineering				2024 Road Program Materials Tester				
	IN131943 Total:	5,291.75							
	Testing Service Corporaton	5,291.75							
Third Millennium Assoc. , Inc.									
033470									
31891	8/31/2024	2,861.89	0.00	10/07/2024				No	0
	01-430-4507 Printing				Newsletter- August 2024				
	31891 Total:	2,861.89							
31891-02	8/31/2024	2,385.03	0.00	10/07/2024				No	0
	60-445-4507 Printing				Watter Bill- August 2024				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		2,385.03							
	31891-02 Total:								
		5,246.92							
	Third Millennium Assoc. ,								
Treasurer, State of Illinois									
009370									
65549	9/5/2024	3,987.93	0.00	10/07/2024				No	0
01-445-4545	Traffic Signs & Signals			Traffic Signals- Rt25, Rt31 & Rt 56					
	65549 Total:	3,987.93							
	Treasurer, State of Illinois T	3,987.93							
Uline, Inc									
468220									
182456077	8/29/2024	73.69	0.00	10/07/2024				No	0
60-445-4799	Misc. Expenditures			Clear Doorknob Bags					
	182456077 Total:	73.69							
183101399	9/16/2024	1,071.82	0.00	10/07/2024				No	0
01-445-4421	Custodial Supplies			Custodial Supplies- VH					
	183101399 Total:	1,071.82							
	Uline, Inc Total:	1,145.51							
USABlueBook									
035680									
INV00472267	9/3/2024	382.36	0.00	10/07/2024				No	0
60-445-4563	Fire Hydrant Repair/maint			Dechlor Tabs					
	INV00472267 Total:	382.36							
INV00472267-02	9/3/2024	286.31	0.00	10/07/2024				No	0
60-445-4870	Equipment			Dechlor Mat					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	INV00472267-02 Total:	286.31							
INV00472267-03	9/3/2024	382.36	0.00	10/07/2024				No	0
60-445-4565	Water Well Rpr & Mtce			Dechlor Tabs					
	INV00472267-03 Total:	382.36							
INV00473145	9/4/2024	360.29	0.00	10/07/2024				No	0
60-445-4562	Testing (water)			Deionized Water					
	INV00473145 Total:	360.29							
	USABlueBook Total:	1,411.32							
V3 Companies, Ltd									
027150									
824545R	9/11/2024	1,312.50	0.00	10/07/2024				No	0
17-007-4533	Maintenance			Detention Basin Eval- Oak Hill					
	824545R Total:	1,312.50							
	V3 Companies, Ltd Total:	1,312.50							
Volt Electric, Inc									
468508									
10927	8/22/2024	2,430.00	0.00	10/07/2024				No	0
60-466-4875	Capital Improvements			CL-2 Analyzer Plumbing- WTP					
	10927 Total:	2,430.00							
10927-02	8/22/2024	2,430.00	0.00	10/07/2024				No	0
60-467-4875	Capital Improvements			Chlorine Analyzer- ETP					
	10927-02 Total:	2,430.00							
	Volt Electric, Inc Total:	4,860.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Weblinx Incorporated									
031420									
34233	9/3/2024	520.00	0.00	10/07/2024				No	0
01-430-4512	Website Maintenance			Annual Website Maintenance					
	34233 Total:	520.00							
34253									
	9/3/2024	200.00	0.00	10/07/2024				No	0
01-430-4512	Website Maintenance			Website Maintenance- Sept 2024					
	34253 Total:	200.00							
	Weblinx Incorporated Total	720.00							
Welch Bros. , Inc.									
025650									
3294311	9/10/2024	1,030.00	0.00	10/07/2024				No	0
01-445-4544	Storm Drain Maintenance			Flared End Storm Repair- Highlands Pond					
	3294311 Total:	1,030.00							
	Welch Bros. , Inc. Total:	1,030.00							
William Schultz									
468876									
09172024	9/17/2024	16.13	0.00	10/07/2024				No	0
60-320-3340	Water Collections			Water Credit Refund					
	09172024 Total:	16.13							
09172024-02	9/17/2024	0.02	0.00	10/07/2024				No	0
18-320-3350	Sewer Collection			Sewer Maint Credit Refund					
	09172024-02 Total:	0.02							
	William Schultz Total:	16.15							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:

1,126,988.66

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: MIKE TOTH, BUSINESS SERVICES MANAGER

SUBJECT: DECREASING THE NUMBER OF CLASS D LIQUOR LICENSES AND
INCREASING THE NUMBER OF CLASS D LIQUOR LICENSES FOR
MP'S LIQUOR & WINE

AGENDA: OCTOBER 7, 2024 REGULAR VILLAGE BOARD MEETING

DISCUSSION

MP's Liquor & Wine located at 905 Oak Street is changing ownership and the new owner, Rokykumar Patel, is requesting a Class D Liquor Store Liquor 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. The applicant has already successfully completed a background check. Staff is soliciting feedback from the Village Board on the proposed Class D Liquor Store License.

This license request was on the September 16, 2024 Committee of the Whole agenda for discussion. The Village Board did not have any issues with the request.



VILLAGE OF NORTH AURORA LIQUOR LICENSE APPLICATION

Customer No. _____

APPLICATION DATE: 7/17/2024

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: Kayrameshua LLC / DBA: MP'S Liquor & wine

Business Address: 905 Oak St. North Aurora IL 60542
Street address City State Zip

Mailing Address (if different from above): _____

Business Phone: 630-906-1414 Business Fax: _____

Website: _____ Email Address: rdp5157@gmail.com

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:

Liquor Beer Wine store.

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. _____

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
(MP's Liquor & Wine – 905 Oak Street)

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2024

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2024
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
(MP's Liquor & Wine – 905 Oak Street)

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. Nine Class "A" licenses;
- B. Five 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;
- L. One Class "Q" license; and
- M. 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 _____, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2024, 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 _____, 2024, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

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
(MP's Liquor & Wine – 905 Oak Street)

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2024

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2024
by _____.

Signed _____

ORDINANCE No. _____

AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350
BY INCREASING THE NUMBER OF CLASS D LIQUOR LICENSES
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(MP's Liquor & Wine – 905 Oak Street)

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- A. Nine Class "A" licenses;
- B. Five 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;
- L. One Class "Q" license; and
- M. 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 _____, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2024, 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 _____, 2024, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, BUSINESS SERVICES MANAGER
SUBJECT: DECREASING THE NUMBER OF CLASS L-1 LIQUOR LICENSES FOR
HIDDEN BEAUTY SALON
AGENDA: OCTOBER 7, 2024 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance amending the North Aurora Code Section 5.08.350 by decreasing the number of Class L-1 Liquor Licenses authorized in the Village of North Aurora

DISCUSSION

Hidden Beauty Salon located at 110 John Street would like to forfeit their Class L-1 Salon Liquor License.



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350
BY DECREASING THE NUMBER OF CLASS L-1 LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(Hidden Beauty Salon – 110 John Street)

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2024

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2024
by _____.

Signed _____

ORDINANCE No. _____

AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION 5.08.350
BY DECREASING THE NUMBER OF CLASS L-1 LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(Hidden Beauty Salon – 110 John Street)

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. Nine Class "A" licenses;
- B. Five 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 "P" license;
- K. One Class "Q" 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 _____, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2024, 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 _____, 2024, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, 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: October 1, 2024
Re: Award Bid for Old Central Water Tower Water Main Disconnection Project

The scope of the project includes disconnecting the Village’s old central water tower, that was removed from service in 1998, from the water main distribution system. Currently, just valves are closed creating two dead ends in the distribution system. Work includes abandonment and removal of water main and installation of new water valves and a fire hydrant.

On September 19, 2024, four sealed bids were received for the Project. A summary of the bids is below.

Bidder	Total Bid
Performance Construction & Engineering, LLC	\$47,000.00
Holiday Sewer & Water Construction, Inc.	\$55,000.00
J&S Construction Sewer and Water, Inc.	\$73,300.00
H. Linden & Sons Sewer & Water	\$79,000.00

Performance Construction & Engineering, LLC (Plano, IL) was the low bidder in the amount of \$47,000.00. The project will be paid from the water fund. The fiscal year budget included \$30,000 for this project, however there is sufficient funding to cover the project cost.

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

Performance Construction & Engineering, LLC has successfully completed a project in the Village of North Aurora in the past. Village staff is recommending the award of the bid to Performance Construction & Engineering, LLC in the amount of \$47,000.00.

Contract for Old Central Water Tower Water Main Disconnection Project

THIS AGREEMENT, made and concluded this 7th day of October 2024, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Performance Construction & Engineering, LLC an Illinois Limited Liability Company (hereinafter referred to as “Contractor”) for **Old Central Water Tower Water Main Disconnection Project**.

WHEREAS, the Village advertised for bids for the Old Central Water Tower Water Main Disconnection services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

WHEREAS, Contractor submitted a bid for the Services in the amount of **Forty-Seven Thousand and 00/100 dollars (\$47,000.00)** in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **October 7, 2024**.

NOW THEREFORE, in consideration of Forty-Seven Thousand and 00/100 dollars (\$47,000.00) to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for the Old Central Water Tower Water Main Disconnection Project, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor shall supply a payment bond and surety in form acceptable to the Village before performing the Services.

7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.

8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

By: Mark Gaffino, Village President

Performance Construction & Engineering, LLC

Signature

Printed Name, Title

<https://northauroraillinois.sharepoint.com/sites/PublicWorks/Shared Documents/General/public works/8 Water/3 Towers Storage/Central Tower Water Main Reconfiguration/Old Central Water Tower Water Main Disconnection Project Contract.docx>

SPECIFICATIONS AND CONTRACT DOCUMENTS

600 PRINCETON DRIVE
OLD CENTRAL WATER TOWER WATER MAIN DISCONNECTION 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:

September 2024- November 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:

Thursday, September 19, 2024 **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 Old Central Water Tower Water Main Disconnection 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 Thursday, September 19, 2024. 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: Old Central Water Tower Water Main Disconnection Project

Designated Date of Bid Opening

Hour Designated for Bid Opening

Village of North Aurora

Attn: Brandon Tonarelli

Assistant Public Works Director / Village Engineer

25 East State Street

North Aurora, IL 60542

The bid packet can be downloaded, free of charge, at the Village's website <http://northaurora.org/government/rfp-rfq-bidding.aspx> or can be picked up at 25 East State Street, North Aurora, IL 60542 beginning Friday, August 30, 2024.

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.

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

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 via email with the subject line "Old Central Water Tower Water Main Disconnection Project Bid".

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

5. WITHDRAWAL OF BID PROPOSAL

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

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

6. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

7. BID DEPOSIT

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

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

8. SECURITY FOR PERFORMANCE

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

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

9. EQUIVALENT PRODUCTS

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

10. BASIS OF AWARD

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

11. ACCEPTANCE OF BID

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

12. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

13. COMPETENCY OF BIDDER

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

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

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

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

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

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

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

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

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

15. MATERIAL INSPECTION AND RESPONSIBILITY

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

16. TOXIC SUBSTANCES

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the 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:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<u>COMMERCIAL GENERAL LIABILITY</u>	
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE
2. Premises - Operations	
3. Explosion & Collapse Hazard	
4. Underground Hazard	
5. Products/Completed Operations Hazard	PERSONAL INJURY PER OCCURRENCE
6. Contractual Liability Coverage Included	
7. Broad Form Property Damage - construction projects only.	GENERAL AGGREGATE
8. Independent contractors	
9. Personal Injury	
<hr/>	
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
OLD CENTRAL WATER TOWER WATER MAIN DISCONNECTION PROJECT

II. PROJECT SPECIFICATIONS

1. INTENT

The intent of these plans, specifications and contract is to disconnect North Aurora's Old Central Water Tower, that was removed from service in approximately 1998, from the water main distribution system. Currently, valves are closed off to the Old Central Tower, creating two dead ends in the distribution system. The project included the installation of a new 12" valve in a vault, new fire hydrant assembly, and abandonment and removal of the water main, valve, and fire hydrant leading to the Old Central Tower. Including all other related and incidental work is also required to complete the improvements as shown on the plans and described herein.

2. LOCATION OF UTILITIES

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

3. EXAMINATION OF SITE

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

4. ADDITIONAL WORK

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

5. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the 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. Weather related time delays will be reviewed by both parties and determined by the Village.

12. FAILURE TO COMPLETE WORK ON TIME AND CONTRACT VIOLATIONS

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

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

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

13. PAYMENT

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

14. ACCEPTANCE

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

15. MATERIAL SAFETY DATA SHEETS

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

16. ACCESSIBILITY OF CONTRACTOR

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

17. SPECIAL PROVISIONS FOR CONSTRUCTION

See attached Special Provisions

18. ENGINEERING PLANS

See Final Engineering Plans.

**OLD CENTRAL WATER TOWER WATER MAIN DISCONNECTION PROJECT
BID PROPOSAL**

The Bidder proposes to complete the project for the following prices by November 27, 2024, with reasonable weather related delays as defined, or less:

Item No.	SPECIAL PROVISION	BID ITEMS	UNIT	QUAN.	Unit Price	Total
1	*	DISCONNECT AND ABANDON EXISTING WATER MAIN	L SUM	1	\$7,500.00	\$7,500.00
2	*	VALVE AND VAULT REMOVAL, 12-INCH	EACH	1	\$3,500.00	\$3,500.00
3	*	VALVE VAULT TO BE ABANDONED	EACH	1	\$800.00	\$800.00
4	*	VALVE IN VAULT, 12-INCH	EACH	1	\$17,500.00	\$17,500.00
5	*	FIRE HYDRANT ASSEMBLY	EACH	1	\$15,000.00	\$15,000.00
6	*	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	1	\$1,200.00	\$1,200.00
7	*	WATER MAIN TESTING – DISINFECTION	L SUM	1	\$1,500.00	\$1,500.00
	* Special Provision					
					TOTAL BID PRICE =	\$47,000.00
Total Bid Price In Words:						
Forty Seven Thousand Dollars and Zero Cents						


Start Date	October 14, 2024
Calendar Completion Date	November 27, 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: Owner
Date: 9/19/2024

I Lonnie Avery _____ verify that I am authorized to provide the above pricing on
(print name)

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

9/19/2024

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 LLC
(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: 9/19/2024

Contractor By: *[Signature]*

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: 9/19/2024

Notary Public: *[Signature]*



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, Inc	6S578 Dauberman Rd, Big Rock IL 60511 630-556-3042

Suppliers

Material

Mid American Water	Valves, Fittings

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: 9/18/2024

(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: 9/19/2024

Notary Public: 



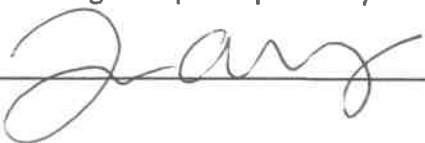
Apprenticeship or Training Program Certification

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.

Internation 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 ward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors.

Signed: 

Print Name: Lonnie Avery

Title: President

Company: Performance Construction & Engineering, LLC


Date: 9/19/2024

(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: 9/19/2024

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

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
88th 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

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

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

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

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

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

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

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: 13th St. Water Main
Replacement
Project Cost: \$650,000

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

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: 14th St. Water Main
Replacement
Project Cost: \$1,100,000

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

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

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

34. Kane County DOT
41W011 Burlington Rd.
Campton Hills, IL 60175
Contact: Ken Mielke
Phone: (630) 406-7172
Project Date: April 2023
Project Name: Harter Road Drainage
Improvements Project Cost: \$246,000

35. Village of Oswego
100 Parkers Mill
Oswego, IL 60543
Contact: Matt Fischer, HR Green
Phone: (630) 553-7560
Project Date: August 2022-July 2023
Project Name: Future Collins Road Water
Main Extension
Project Cost: \$3,555,516

36. City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Contact: Todd Wells, EEI
Phone: (630) 466-6758
Project Date: May 2023-October 2023
Project Name: 2023 Water Main
Improvements
Project Cost: \$1,800,000

37. Village of Oswego
100 Parkers Mill
Oswego, IL 60543
Contact: Tony Spinelli
Phone: (815) 744-4200
Project Date: April 2023-October 2023
Project Name: Van Buren & Adams Water
Main Improvements
Project Cost: \$1,456,151

38. Village of Elburn
301 E. North St
Elburn, IL 60119
Contact: Julie Morrison, EEI
Phone: (630) 466-6723
Project Date: August 2023-October 2023
Project Name: Elburn 2023 Utility
Improvements
Project Cost: \$443,339

39. Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515
Contact: Phil Hyma, Staff Engineer
Phone: (630) 434-5488
Project Date: May 2023-September 2023
Project Name: Downers Grove Storm Sewer
Improvements
Project Cost: \$241,814

40. City of Aurora
44 E. Downers Place
Aurora, IL 60505
Contact: Kurt Muth
Phone: (630) 256-3200
Project Date: July 2023-November 2023
Project Name: Hinman Ave. & 2nd St. Sewer
Separation & Water Main Replacement
Project Cost: \$975,718

41. Village of Somonauk
131 S Depot St.
Somonauk, IL 60552
Contact: Ben Eipers, Village of Somonauk
Phone: (815) 498-3500
Project Date: October 2023-April 2024
Project Name: Sycamore St Lift Station
Improvements
Project Cost: \$1,787,800

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



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

August 14, 2024

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

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Performance Construction & Engineering LLC., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Performance Construction & Engineering LLC, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

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

Date November 5, 2002

92 008780173

Registration No.



Robt. Chao
Secretary of Labor

Anthony S. ...
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



Robert Chao
Secretary of Labor

Anthony Suro
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

August 13, 2024

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 to the Laborers' District Council & Vicinity and has Submitted contributions to the Laborers' Work Dues Fund through the month of July 2024.

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' reporting status with the Funds, please contact Deborah French at 847-742-0900, ext: 102 or email: 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 Laborers' I. A. T. C.

Carol Stream, 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

IL017990001

Registration No.



R. J. Chao

Secretary of Labor

Anthony Swager

Administrator, Apprenticeship Training, Employer and Labor Services

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Performance Construction & Engineering, LLC, 217 W. John Street, Plano, IL 60545

_____ as Principal, hereinafter called the Principal, and the Amerisure Mutual Insurance Company,

of P.O. Box 9098, Farmington Hills, MI 48333-9098, a corporation duly organized under the laws of the State of Michigan, as Surety, hereinafter called the Surety, are held and firmly bound unto

Village of North Aurora, Illinois as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 600 Princeton Dr. Old Central Water Tower Water Main Disconnection

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of September, 2024.

Harry Dietman
Witness

Performance Construction & Engineering, LLC (Seal)
Principal
Jay
PRESIDENT
Title

Maura P Kelly
Witness

Amerisure Mutual Insurance Company
By Jacqueline L. Drey
Jacqueline L. Drey, Attorney-in-Fact

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

DAVID A. DOMINIANI, DUSTIN COOPER, KEVIN J. STENGER,
JACQUELINE L. DREY, JOAN LEU and MAURA P. KELLY

of First Insurance Group LLC dba FNIC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:
Michael A. Ito, Senior Vice President Surety

By:
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of September 20 24.

Christopher M. Spaude, Chief Financial Officer & Treasurer

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PETITION 24-15: SPECIAL USE FOR LITTLE DUCKLINGS DAYCARE AT 581 SULLIVAN

AGENDA: OCTOBER 7, 2024, REGULAR VILLAGE BOARD AGENDA

ITEM

Ordinance Approving a Special Use to Allow a Child Daycare Center in the O-R, Office and Research District for the Property Located at 581 Sullivan Rd, North Aurora, Illinois

DISCUSSION

Little Duckling Daycare is proposing a daycare facility at 581 Sullivan Road. The subject property is in the O-R, Office Research District. The subject property is currently improved with a multi-tenant building that includes medical and professional offices. The building has two (2) symmetrical suites with Suite A having 7 tenant offices. Little Ducklings Childcare would utilize the entire southern suite, Suite B, which is approximately 2,260 square feet. Per the petitioner, Little Ducklings plans to have 28 children; 17 toddlers/preschoolers and 11 infants.

The proposed revised floor plan shows areas for reception, a kitchen, a storage closet, dedicated infant area, dedicated preschooler toddler area, and three bathrooms. The site plan includes a fenced in playground area on the east side of the building to meet Illinois Department of Children and Family Services (DCFS) outdoor play area requirements. This area will need a retaining wall to level it out prior to the playground being built. The daycare center will use a keyless entry system, which will allow parents to check in and out in a total of about 10 seconds using their smart phone. The same system will also only allow daycare doors to be opened with an active individual code. The petitioner anticipates parents to park their cars, go in and check in/sign-out their children. Kids will always be with a parent and staff does not bring children to vehicles. The anticipated hours of operation for the Child Daycare Center would be 6:00 a.m. to 6:00 p.m. Monday through Friday with the center being closed on weekends. The Zoning Ordinance would require a total of 13 parking spaces for the entire site. The subject property currently provides a total of 23 parking spaces for the commercial office building.

A public hearing was held before the Plan Commission at their September 3, 2024 meeting. The Plan Commission unanimously recommended approval of Petition #24-15 with the following conditions.

1. On-site management shall effectively monitor and regulate all on-site parking and pick-up / drop-off activities. The site shall have parking spaces clearly marked with striping and signage for safety and traffic control.
2. All outdoor lighting shall follow the Village's Outdoor Lighting Ordinance (Chapter 8.32).
3. All dumpsters located on the subject property shall be screened per Section 14.11.A of the Zoning Ordinance.

Staff solicited feedback from the Village Board on the proposed special use at the September 16, 2024, Committee of the Whole meeting. The Village Board was generally supportive of the use.



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE APPROVING A SPECIAL USE TO ALLOW A CHILD DAYCARE CENTER IN
THE O-R OFFICE AND RESEARCH DISTRICT FOR THE PROPERTY LOCATED AT
581 SULLIVAN RD, NORTH AURORA, ILLINOIS**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2024

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2024
by _____.

Signed _____

ORDINANCE NO. _____

**ORDINANCE APPROVING A SPECIAL USE TO ALLOW A CHILD DAYCARE CENTER IN
THE O-R OFFICE AND RESEARCH DISTRICT FOR THE PROPERTY LOCATED AT 581
SULLIVAN RD, NORTH AURORA, ILLINOIS**

(Petition #24-15; 581 Sullivan Rd)

WHEREAS, the President and Board of Trustees of the Village of North Aurora have heretofore adopted the North Aurora Zoning Ordinance, otherwise known as Title 17 of the Code of North Aurora, Illinois (the “Code”); and,

WHEREAS, an application has been filed by Michaela Grant (the “Applicant”) requesting approval of a special use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance (the “Code”) to allow for a Child Daycare Center located at 581 Sullivan Rd, North Aurora, Illinois (the “Property”) in the O-R Office and Research District as described in the application materials attached as Exhibit A; and,

WHEREAS, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on September 3, 2024, pursuant legal notice as required by State law and the Code; and,

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

WHEREAS, the President and Board of Trustees determine that the findings and recommendations of the Plan Commission are reasonable and appropriate and that the approval of the requested special use for the Subject Property is consistent with the criteria for special use approval and is in the best interest of the Village.

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

SECTION 1: The recitals set forth above are incorporated in this Ordinance as material finding of the President and the Board of Trustees.

SECTION 2: The application for special use for a Child Daycare Center is hereby approved for the Property, subject to the following conditions:

1. On-site management shall effectively monitor and regulate all on-site parking and pick-up / drop-off activities. The site shall have parking spaces clearly marked with striping and signage for safety and traffic control.
2. All outdoor lighting shall follow the Village’s Outdoor Lighting Ordinance (Chapter 8.32).
3. All dumpsters located on the subject property shall be screened per Section 14.11.A of the Zoning Ordinance.

SECTION 3: That this Ordinance is limited and restricted to the Applicant and shall not be transferred to any other party. This Ordinance is further limited and restricted to the property located

at 581 Sullivan Rd, North Aurora, Illinois and legally described as follows:

PIN 15-09-251-007: PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS AS DESCRIBED IN DOCUMENT 98K052621.

SECTION 4: Each and every provision of this Ordinance is severable from each and every other provision of this Ordinance; and if any provision of this Ordinance is deemed invalid and/or unenforceable, such provision shall be deemed severed from this Ordinance, leaving each and every other provision in this Ordinance in full force and effect.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2024, 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 _____, 2024, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

Exhibit A

Application Materials



25 East State Street, North Aurora, IL 60542
P: 630.897.1457 F: 630.897.0269
Website: www.northaurora.org/forms/
Email: cdinfo@northaurora.org

APPLICATION FOR SPECIAL USE

Project Name:	<u>Little Ducklings Childcare LLC</u>		
Subject Property/Location:	<u>581 Sullivan Rd. North Aurora, IL</u>		
PIN(s):	<u>15-09-251-007</u>		
Current Zoning District:	<u>ORI</u>	Present Use:	<u>Medical Office</u>
Proposed Special Use:	<u>Childcare</u>		

CONTACT INFORMATION:

Applicant Name: Michaela Grant Phone: 630.340.1469
Applicant Address: 203 N Kendall St. Aurora, IL 60505
Applicant Email: michaela.grant@sbcglobal.net
Signature of Applicant:  Signature Date: 8/5/2024
Property Owner(s): Rui Zhang Phone: 847.208.9819
Owner Address: 1733 Robinwood Ln. Riverwood Ln
Owner Email: summerzhang100@gmail.com
Signature of Owner*:  Signature Date: 8/5/2024

*A signed letter by the owner authorizing the applicant to apply for a special use may be submitted in lieu of signing this form. If Applicant is other than owner, please attach letter of authorization from Owner.

Instructions:

- Please see the submittal checklist regarding required submittals for special uses.
- Provide all submitted documents electronically in PDF format.
- Provide a written letter of introduction and narrative describing the proposed special use.
- Provide the following plans for the site: site plan, building elevations, signage, and a plat of survey.
- Application shall include the submittal fee as required by Chapter 15.56 of the North Aurora Municipal Code. See submittal checklist for additional details.
- Please see Sections 4.3.F, 4.3.G, and 4.2.H of the Village’s Zoning Ordinance for additional information on special use regarding no presumption of approval, conditions on special uses and limitations special uses.
- Applicant is required to follow public hearing and notice requirements outlined in Title 17, Chapter 3.4 of the Municipal Code. Please see public hearing and notice requirements on page 5 of this application.
- Staff may request the applicant provide additional materials in order to process and complete application review.



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REQUIRED SUBMITTAL CHECKLIST

- Introduction Letter. Please include information relevant to the proposed use of the property and its business operations (hours of operation, number of employees, etc.). *Please note any large water user (over 5,000 gallons per day) must provide information for a water impact study and pay an impact fee per section 13.24.060 of the North Aurora Municipal Code.*
- Proof of ownership of the zoning lot in question. If applicant is not the owner, a statement signed by the owner must be submitted certifying that the owner is jointly filing the application for a special use.
- A plat of survey of the parcel or parcels of land comprising the zoning lot, drawn to scale showing the actual dimensions of said zoning lot, including all parcels or lots contained therein, and drawn in accordance with the recorded plat of such land. Plat must include a legal description and show any existing structures on the lot. This includes any setbacks to the principal building, accessory buildings and all other relevant dimensions.
- A site location map drawn to an appropriate scale indicating existing land use and zoning of all property within two hundred (200) feet of the subject property. *Please note, all special uses are subject to site plan review and the requirements of that procedure.*
- Filing fee in the amount of \$500.00; if paid by check make payable to the 'Village of North Aurora'. Please note, an escrow deposit is required per Chapter 15.56. Any unused portion of the escrow will be returned to the payer upon completion of the project. Please see the Village's Escrow Application for more info.
- Disclosure of beneficiaries of land trust, if applicable.
- A written certified list containing the names of registered owners, their mailing addresses and tax parcel numbers, of all properties within 250 feet of the property for which the amendment is requested. See full public hearing and notice requirements on page 5.
- A statement indicating the manner in which the requested special use supports each of the following conclusions. See Special Use Standards section on the following page.

FOR OFFICE USE

Petition Number: _____

File Name: _____

Filing Date: _____

Fee Received: _____



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SPECIAL USE STANDARDS

Attach a statement indicating the manner in which the requested special use supports each of the following standards:

1. That the establishment, maintenance and operation of the special use in the specific location proposed will not endanger the public health, safety, comfort or general welfare of the community as a whole or any portion thereof.
2. That the proposed special use is compatible with adjacent properties and other property within the immediate vicinity.
3. That the special use in the specific location proposed is consistent with the spirit and intent of the Zoning Ordinance and the adopted Comprehensive Plan.
4. The standards contained in Section 4.3.E (Standards for Special Uses) of the Zoning Ordinance. Please answer each standard below individually.
 - The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
 - The proposed special use is deemed necessary for the public convenience at that location.
 - The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
 - The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.
 - The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
 - The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
 - The proposed special use is compatible with development on adjacent or neighboring property.



25 East State Street, North Aurora, IL 60542

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- The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
- The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
- The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
- The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.



25 East State Street, North Aurora, IL 60542
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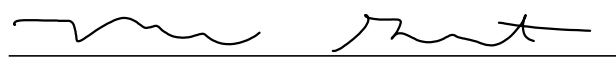
PUBLIC HEARING AND NOTICE REQUIREMENTS

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for sending mail notices to properties within 250 feet of the property line of the subject property, excluding street rights-of-way, and posting a sign(s) on the property advertising the public hearing. The Village will publish a legal notice in the newspaper, which the applicant shall reimburse the Village for any fees associated with it. Please see Chapter 3.3 and 3.4 of the Village Zoning Ordinance, Title 17, for all public hearing and notice requirements.

The undersigned hereby also agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Chapter 15.56 of the North Aurora Municipal Code. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.



Applicant or Authorized Agent

8/5/2024

Date

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, being first duly sworn on oath depose and say that I am trust officer of _____ and that the following are all of the beneficiaries of the _____

TRUST OFFICER

SUBSCRIBED AND SWORN TO
Before me this _____ day of _____, 20____.

A Notary Public in and for such County




25 East State Street, North Aurora, IL 60542
 P: 630.897.1457 F: 630.897.0269
 Website: www.northaurora.org/forms/
 Email: cdinfo@northaurora.org

Below is a template for PINs, names and mailing addresses of all property owners within 250 feet of the property in questions for which the Special Use is being requested. An attached spreadsheet or list matching the template below also is permitted.

TAX PARCEL NO.	PROPERTY OWNER	MAILING ADDRESS
15-09-400-023	Aurora Property Holding	3450 Oakton St. Skokie, IL 60076
15-09-400-075	Kane County Facilities Management	719 Batavia Ave. Geneva, IL 60134
15-09-501--005	Burlington Northern Railroad	PO Box 961089 Fort Worth, TX 76161
15-09-251-003	Bonitas, Jeffrey Thomas	601 Sullivan Rd. Aurora, IL 60506
15-09-251-002	Internatl Brotherhood Electric works	461 591 Sullivan Rd Aurora, IL 60506
15-09-251-008	TLP-PHELAN 518 Fairview property Owner LLC	2215 York Rd STE 405 Oak Brook, IL 60523

I, Michaela Grant, being first duly sworn on oath certifies that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct.


 Applicant Signature

8/5/2024
 Date

Little Ducklings Childcare LLC
203 N Kendall St.
Aurora, IL 60505
Tel: 630.3401469
Fax: 630.907.7187



LITTLE DUCKLINGS CHILDCARE LLC, LOVE • LAUGHTER • LEARNING

06/23/2024

Subject: Introductory Letter

To whom it may concern,

I take immense pleasure in introducing you to Little Ducklings Childcare. We are currently a home daycare operating on the east side of Aurora, IL. Over the past six years we have successfully served over 25 children and 15 low-income families. As the need for childcare increases, our goal is to expand to 581 Sullivan Road to meet the needs of even more families.

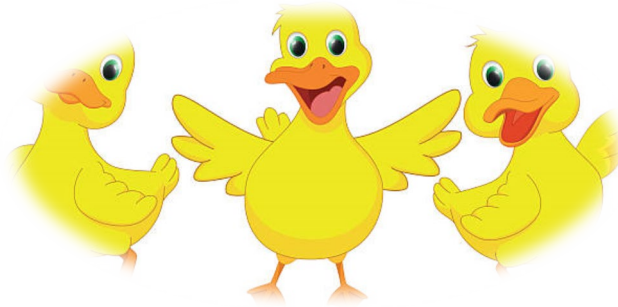
I am Michaela Grant, the owner and founder of Little Ducklings Childcare LLC, I am dedicated and passionate about providing the best care and learning for children. I have over 10 years' experience working in a childcare environment with children of various background and needs.

Little Ducklings will provide creative learning as well as playtime for children 6-weeks-3 years of age. Our goal is to services at least 28 children. At this facility we will be able to handle 17 toddlers and preschoolers along with 11 infants. I will work closely with qualified teachers and staff to craft a center and curriculum that will help develop the foundation for generations to come.

I do believe this location would serve our purpose perfectly. Our center will ensure a safe and secure environment for children, parents, teachers and staff with Entergrity Smart system. Our daycare keyless entry system will allow parents to check in and out in a total of about 10 seconds using their smart phone. This same system will also only allow daycare door to be opened with an active individual code. Staff will ensure daily that all codes are active and current for teachers, staff and parents.

We understand the importance of recreation to the development of children. At Little ducklings' safety is our number one concern. We will have a 6- ft fenced in playground for children creativity. We will have age-appropriate equipment, all children will also be supervised by an adult at all times while using any outside equipment.

Little Ducklings Childcare LLC
203 N Kendall St.
Aurora, IL 60505
Tel: 630.3401469
Fax: 630.907.7187



LITTLE DUCKLINGS CHILDCARE LLC, LOVE • LAUGHTER • LEARNING

06/23/2024

Subject: Introductory Letter Continued

Our center hours will be 6am-6pm, giving the families we serve enough time to beat high traffic hours. We estimate that the majority of our daycare parents will arrive before 830am. Eighty-five percent arriving between 3:30pm-6:00pm for pick-up allowing for the heavy school and work traffic to pass.

Daycare centers are important to our community, they provide children a safe, stimulating and nurturing environment while parents' work. They offer numerous benefits, including socialization, learning and development, routine, and preparation for school. A daycare center is a haven for young children whose parents cannot care for them during the day due to work or other commitments.

We know that the need for childcare is at an all-time high driven by the increased demand due to more parents returning to offices, advancements in learning technologies, and government funding, specifically for single and working mothers.

Childcare is a growing necessity and Little Ducklings is prepared to help meet the needs of the families in our community.

Kind Regards,

Michaela Grant

A handwritten signature in black ink, appearing to read "Michaela Grant".

Little Ducklings Childcare LLC,

Northerly Tenants notes from Building Owner

Rui Zhang

1733 Robinwood Ln

Riverwoods, IL 60015

(847)208-9819

summerzhang100@gmail.com

Subject: 581 Sullivan Rd, Aurora IL current tenants and parking lot usage

To whom it may concern:

The building has 2 symmetry suites. Suite A has 7 tenants occupied by its own individual office. But 3 tenants (1 attorney, 1 big box dumpster company, 1 IT staff) are renting the office for branching out their main office for physical location, but not physically use the office space.

4 tenants (1 attorney, 1 massager, 2 estheticians) are actively using the office spaces.

All visitors are by appointments. Their business hours during weekday are from 10am to 4:30pm. For the massager and estheticians have more clients on weekends than the weekdays.

Suite B - the Fox Valley Allergy and Asthma Clinics is open 3 half days – Tuesday morning, Thursday afternoon, and Saturday morning. They are all walk-in with no appointments, and on average about **50 – 60** patients during their half-day business hours. On average the patient stays in about 10 minutes to take shots. They have 4 staff members on duty during their operation hours. They have no issues with current shared parking lot.

Any further questions, please feel free to reach out.

Sincerely,



TOLL FREE 1-800-892-0123

CALL 48 HOURS BEFORE YOU DIG
(Two working days)



JULIE, INC.

Operates 24 hours
365 days a year

SITE BENCHMARKS:

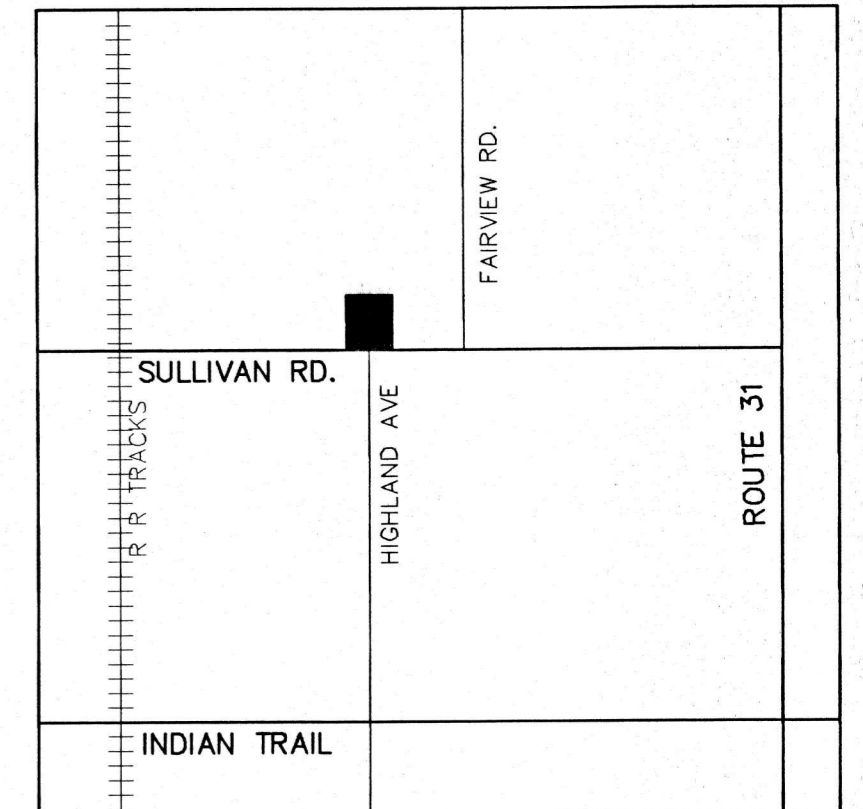
1) NORTHWEST BONNET BOLT OF FIRE HYDRANT AT THE NORTH EAST CORNER OF THE INTERSECTION OF SULLIVAN RD & FAIRVIEW DRIVE

ELEV = 690.82

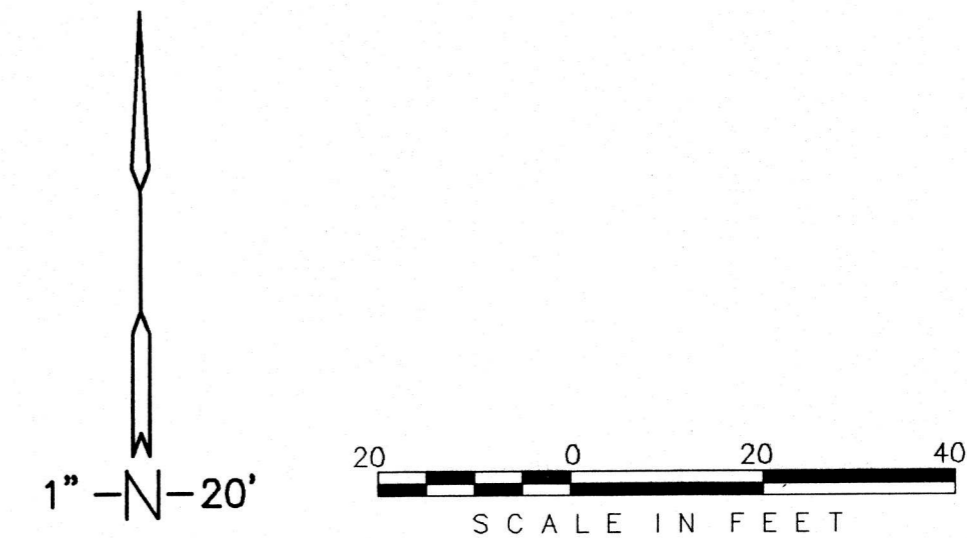
2) NORTHWEST BONNET BOLT OF FIRE HYDRANT LOCATED ON THE NORTH SIDE OF SULLIVAN RD APPX 125' WEST OF THE INTERSECTION OF SULLIVAN RD & HIGHLAND AVE

ELEV = 692.32

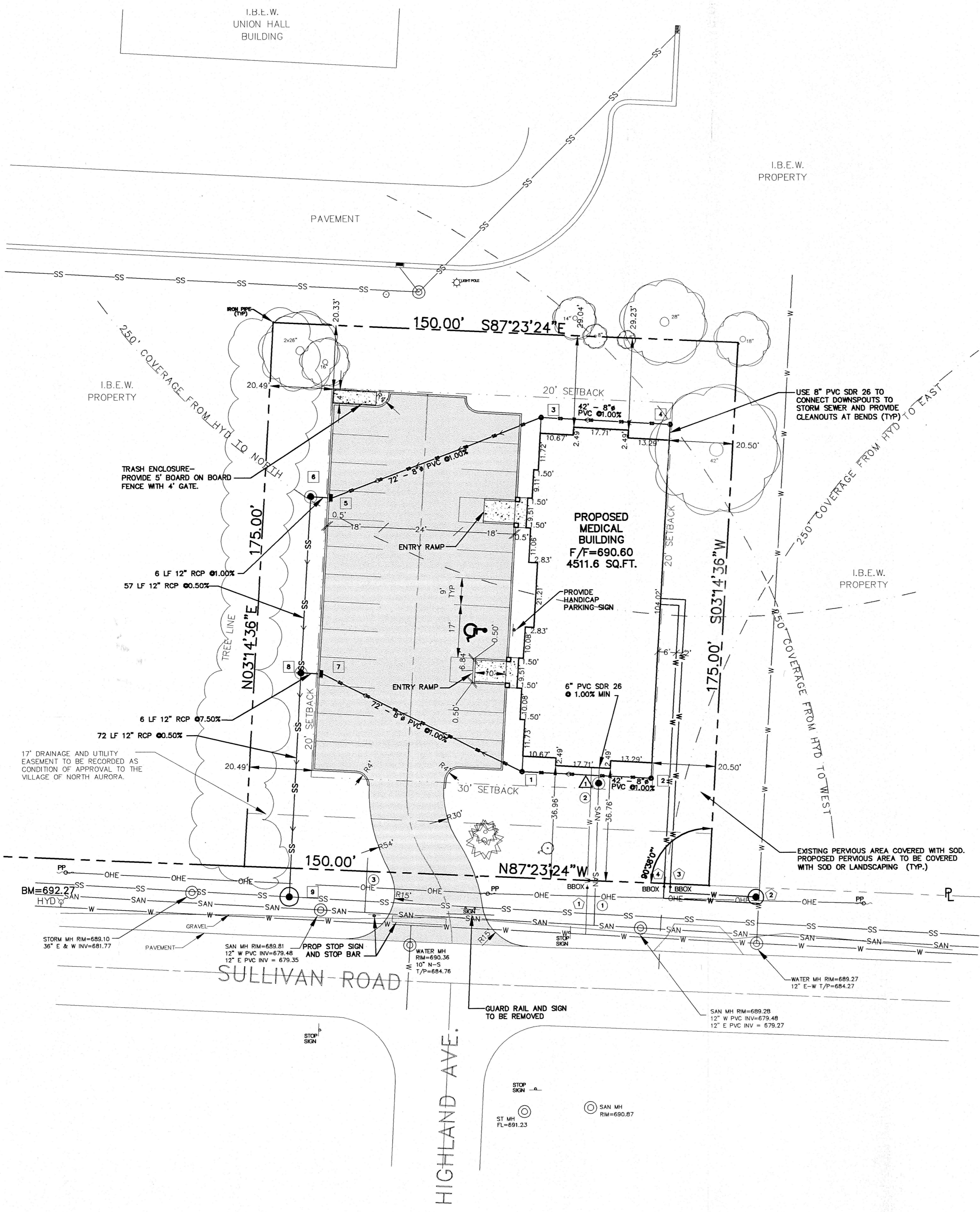
**SITE PLAN
FOR
MAHKRI MEDICAL CLINIC
581 SULLIVAN RD. - NORTH AURORA, IL**



VICINITY MAP
NOT TO SCALE



SITE DATA	
TOTAL SITE AREA	26,250 S.F.
ZONING:	M-1
PROP BLDG S.F.:	4,511.6 S.F.
PARKING REQUIRED:	24 SPACES
PARKING PROVIDED:	24 SPACES
TOTAL IMPERVIOUS AREA (BLDG & PVMT)	12,964.50 S.F.
PERCENTAGE OF LOT COVERAGE:	49.39%



LEGAL DESCRIPTION

PARCEL ONE:
THAT PART OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTH EAST 1/4 WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY (FORMERLY THE OTTAWA, OSWEGO AND FOX RIVER VALLEY RAILROAD COMPANY); THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 265 FEET FOR THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY 208 FEET; ;THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 AFORESAID 75 FEET; THENCE SOUTH PARALLEL WITH THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY 208 FEET TO THE SOUTH LINE OF SAID NORTH EAST 1/4; THENCE WEST ALONG THE SAID SOUTH LINE 75 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART FALLING IN THE HIGHWAY), IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL TWO:
THAT PART OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTH EAST 1/4 WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY (FORMERLY THE OTTAWA, OSWEGO AND FOX RIVER VALLEY RAILROAD COMPANY); THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 340 FEET FOR THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY 208 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 AFORESAID 75 FEET; THENCE SOUTH PARALLEL WITH THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY 208 FEET TO THE SOUTH LINE OF SAID NORTH EAST 1/4; THENCE WEST ALONG THE SAID SOUTH LINE 75 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART FALLING IN THE HIGHWAY), IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

LEGEND

- STORM LABEL
- SANITARY LABEL
- WATER LABEL
- CROSSING LABEL
- PROPERTY BOUNDARY
- EASEMENT
- BUILDING SETBACK
- EXISTING CONTOUR LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER LINE
- EXISTING WATERMAIN
- EXISTING UNDERGROUND ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS SERVICE
- EXISTING TELEPHONE
- PROPOSED CONTOUR LINE
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER LINE
- EXISTING FENCELINE
- PROPOSED FENCELINE
- PROPOSED SILT FENCE
- EXISTING SPOT SHOT
- PROPOSED SPOT GRADE

STORM SEWER

- 1 PROVIDE CLEANOUT
RIM = 690.00
INV=686.12
- 2 PROVIDE CLEANOUT
RIM = 690.00
INV=686.54
- 3 PROVIDE CLEANOUT
RIM = 690.00
INV=686.12
- 4 PROVIDE CLEANOUT
RIM = 690.00
INV=686.54
- 5 CB 3' W/ T/C=689.10
12" INV=685.10 W/SNOUT (W)
8" INV=685.40 (E)
- 6 MH 4' W/R-1530
RIM=688.60
INV=685.04(E)
INV=684.94
- 7 CB 3' W/ T/C=689.10
12" INV=685.10 W/SNOUT (W)
8" INV=685.40 (E)
- 8 MH 4' W/R-1530
RIM=688.60
INV=684.65(N/E)
INV=684.55(S)
- 9 MH 6' W/R-1530
RIM=688.60
12" N INV=684.19
36" E-W INV=681.82

WATER SERVICE

- 1 DISCONNECT EXISTING WATER SERVICE AT MAIN AND REMOVE B-BOX
- 2 PROP 4" PRESSURE TAP WITH 5" VALVE
RIM = 688.40
- 3 132 L.F. 1-1/2" X-COPPER WATER SERVICE WITH B-BOX 1' SOUTH OF PROPERTY LINE
- 4 132 L.F. 4" D.I.P. CLASS 52 FIRE SERVICE PROTECTION LINE WITH B-BOX 1' SOUTH OF PROPERTY LINE

SANITARY SEWER

- 1 CONTRACTOR TO CONFIRM LOCATION AND CONDITION OF EXISTING SANITARY SERVICE LINE AND RE-USE OR REPLACE AS REQUIRED
- 2 INSPECTION MANHOLE 4' DIA W/R-1530
RIM = 690.10
INV = 680.10 *
- *CONTRACTOR TO CONFIRM
- 3 REMOVE EXIST SANITARY SERVICE LINE & PLUG AT MAIN

UTILITY CROSSINGS

- 1 PROP STM INV 686.37
PROP SAN INV 680.1*
- *CONTRACTOR TO CONFIRM

DRAWING INDEX

- 1. GEOMETRY & UTILITY PLAN
- 2. GRADING & EROSION CONTROL PLAN
- 3. GENERAL NOTES & DETAILS
- 4. DETAILS & SPECIFICATIONS
- 5. SANITARY NOTES FOR FOX METRO

STATE OF ILLINOIS
SS
COUNTY OF KANE)

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION AND IN CONFORMANCE WITH ACCEPTED ENGINEERING PRACTICE.

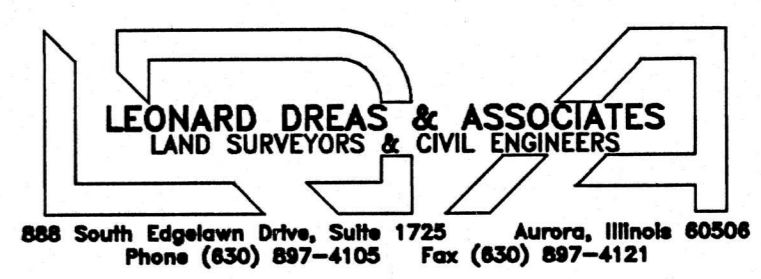
Richard A. Scheffrahn
RICHARD A. SCHEFFRAHN P.E. #062-039720
EXPIRES 11-30-2005



NO.	DATE	REVISION	NO.	DATE	REVISION	NO.	DATE	REVISION
0	5-6-05	INITIAL SUBMITTAL						
1	5-20-05	VARIOUS REVISIONS PER COMMENTS						

TITLE: GEOMETRY AND UTILITY PLAN
MAHKRI MEDICAL CLINIC
NORTH AURORA, ILLINOIS

CLIENT: DR. MAHKRI
581 SULLIVAN ROAD
NORTH AURORA, ILLINOIS



DRAWN BY:	SLL	DWG. NO.	3956
CHECKED BY:	RAS	SCALE:	1" = 20'
DATE:	MAY 20, 2005	SHEET:	1 OF 5

Date: July 26, 2024

Project: Little Duckling Child Care

RE: City of North Aurora Special Use Response

Project: **Building Remodeling of 581 Sullivan Road, North Aurora, IL
Little Ducklings Child Care. Michaela Grant, Tenant**

Building Owner:

Summer Zhang: 1733 Robinwood Lane, Riverwoods, IL 60016, summerzhang100@gmail.com

Tenant:

Little Ducklings Childcare, LLC: 203 N. Kendall St. Aurora, IL 60505. 630.340.1469,
michaelagrants@littleducklingschildcare.org

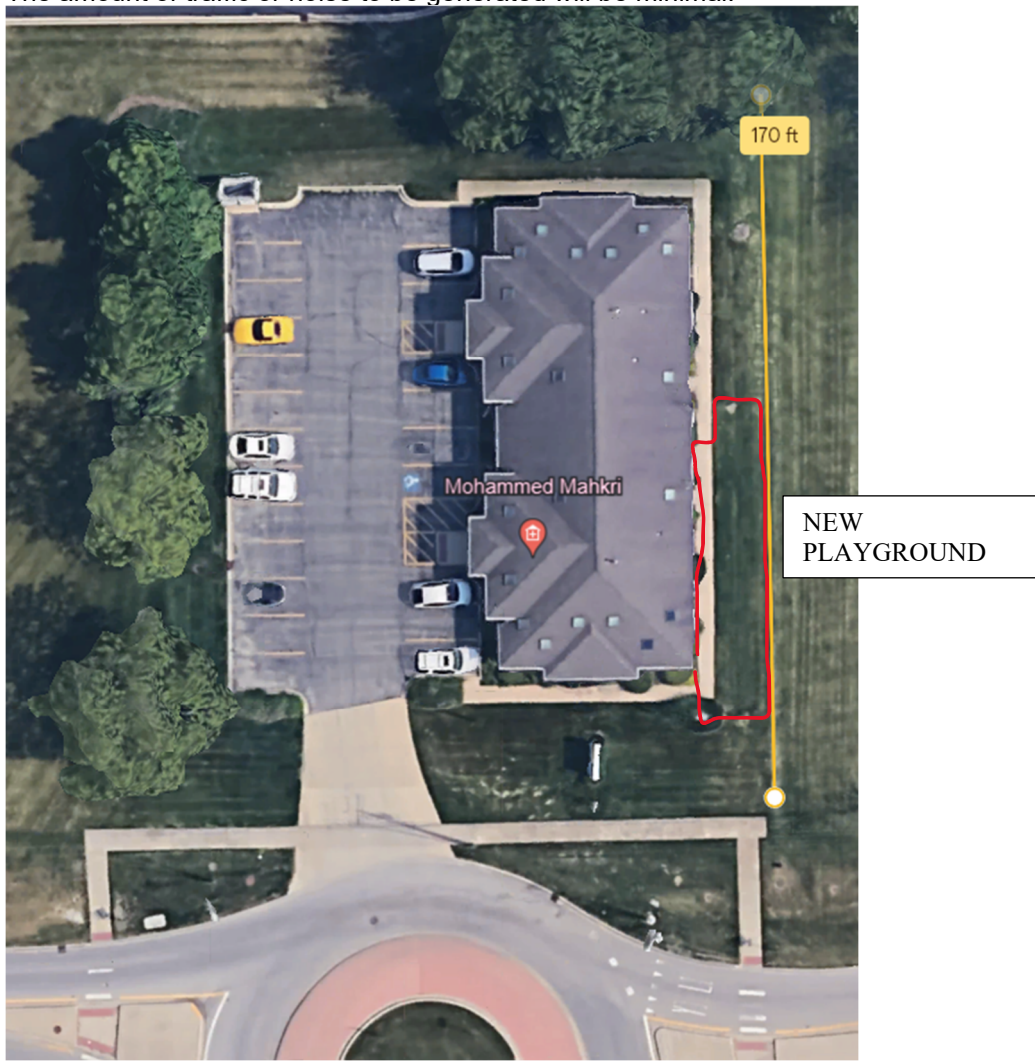
General Preface:

1. Daycare Parents coming and Going:
 - a. The Daycare facility expects to open their doors at 6 am and close at 6 pm. The kids ages are infants, and Preschool age. Of course, the parents have very varying time table, but from Michaela's experience she has found that 50% are before 8:30 and 85% are from 3:30 to 6:00.
 - b. The parents are required to park their cars, go in and officially sign-out their children and head back to their cars. So the kids will always be with a parent. The Staff do not bring children to the cars.
2. Many of the questions below question of this use is appropriate for the area:
 - a. Day Care is in great demand. We have found this site and the nicely detailed building suits our purposes very well and is centrally located and across from many medical facilities, whose workers are looking for their kids' daycare. We have adequate parking, a controlled access point, good lighting, and good signage that enhances our ability to succeed, and be a benefit to the community.
 - b. On 3 sides the IBEW owns large yards that separate our building from any adjacent buildings, so there is no way for those neighbors to complain about this use.
3. **Use Standards (11.2.D.1)- Retail and Service Uses.** 1. Day Care Center, Adult and Day Care Center, Child. Day care centers shall meet all federal, state and local requirements including, but not limited to, licensing, health, safety and building code requirements. Day care centers shall include facilities, other than residential dwelling units, providing care for more than three children or elderly and/or functionally impaired adults in a protective setting for less than twenty-four (24) hours per day. In addition, the following criteria shall be considered by the Plan Commission:
 - a. The provision of adequate on-site drop-off zones, sidewalks, and exterior lighting:



i. People will Park and enter the south entry to get their kids and back into their cars. Note the wall-pack exterior lighting that is in place.

b. The amount of traffic or noise to be generated will be minimal.



- i. As there is adequate green space around the building and only cars or personal trucks, traffic noises will not be a problem.
- ii. We believe the traffic circle works well as a entry and exit point as people can manage their vehicle in a controlled manner.

- c. The provision of adequate open space: As per the requirements of DCSF, we are adding a new playground on the East side. A retaining wall and backfill will be required relative to the grading and a 6' Fence with (2) gates.

4. Parking:

- a. Parking Calculations per Zoning Code:
 - i. Existing Medical Office (Previous Use of South half of building the Day care is occupying):
1.5 per Exam Room X 4 = 6 Stalls minimum required.
 - ii. Office: Northern unit: 3/1000 gross s.f.: 2400 s.f./1000 = 7.2 = 8 stalls
 - iii. Daycare: 2/1000 gross s.f. 2260 s.f. = 4.52 = 5 stalls
 - iv. Existing spaces:
 - 1. ADA stalls (includes marked off stalls): 1 Stalls
 - 2. West stalls: 13 Stalls
 - 3. East stalls (non ADA): 9 Stalls
 - 4. Existing Total Stalls: 23 Stalls available
 - 5. Required: for Daycare for half building: 8+5 = 13 stalls (OK - 10 extra)

Attach a statement indicating the manner in which the requested Special Use supports each of the following standards:

1. That the establishment, maintenance and operation of the special use in the specific location proposed will not endanger the public health, safety, comfort or general welfare of the community as a whole or any portion thereof.

Response: We believe our proposed design is to the benefit of the community as we are providing a valuable service to the North Aurora community.

2. That the proposed special use is compatible with adjacent properties and other property within the immediate vicinity.

- **Response: As the surrounding spaces are open spaces of enclosed buildings we find Child Care is a compatible use.**
- **Official Neighbors:**
 - 15-09-400-023, **AURORA PROPERTY HOLDINGS LLC** CASCADE CAPITAL GROUP, DANIEL GARDEN 3450 OAKTON ST. SKOKIE, IL, 60076-2951
 - 15-09-400-075, **KANE COUNTY FACILITIES MANAGEMENT** 719 BATAVIA AVE GENEVA, IL, 60134-3077
 - 15-09-501-005, **BURLINGTON NORTHERN RAILROAD** - PROPERTY TAX DEPARTMENT PO BOX 961089 FORT WORTH, TX, 76161-0089
 - 15-09-251-003, BONITAS, JEFFREY THOMAS **601 SULLIVAN RD** AURORA, IL, 60506-1407
 - 15-09-251-002, **INTERNATL BROTHERHOOD ELECTRIC WORKS, TRUST: TR# 461 591 SULLIVAN RD** AURORA, IL, 60506
 - 15-09-251-008, TLP-PHELAN **518 FAIRVIEW** PROPERTY OWNER LLC 2215 YORK RD STE 405 OAK BROOK, IL, 60523-4008

3. That the special use in the specific location proposed is consistent with the spirit and intent of the Zoning Ordinance and the adopted Comprehensive Plan.

- **Response: We believe a local daycare facility in this area will be appreciated by the neighbors: Electrical Union, Hospital related services, Dental Office and therefore in the spirit of the zoning Ordinance and Comprehensive Plan.**

4. The standards contained in Section 4.3.E (Standards for Special Uses) of the Zoning Ordinance. Please answer each standard below individually.

A. The proposed special use is, in fact, a Special Use authorized in the zoning district in which the property is located.

Response: The proposed special use is located in "ORI :Office Research/ Light Industrial" Zoning area".

B. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.

Response: We are not asking for any additional financial assistance to build out this project.

C. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

Response: We believe we are meeting the intent of the Comprehensive Plan and we will be submitting Architectural and Engineered Permit Construction Documents to verify our conformance.

D. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

Response: The building is very nice already and we expect both the Owner and Tenant will be making appropriate upgrades to enhance its interior use and clean up the landscaping for its exterior appearance.

E. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

Response: There will be no impact on the adjacent neighbor's property.

F. The proposed special use is compatible with development on adjacent or neighboring property.

Response: Daycare will not impact the neighbors use.

G. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

Response: We believe the traffic circle works well as a entry and exit point as people can manage their vehicle in a controlled manner.

H. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

Response: As noted above the north portion of the building needs 8 spaces and the Daycare needs 5 for a total of 13 parking spaces. There are a total of 23 parking installs including (1) HC stall.

I. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

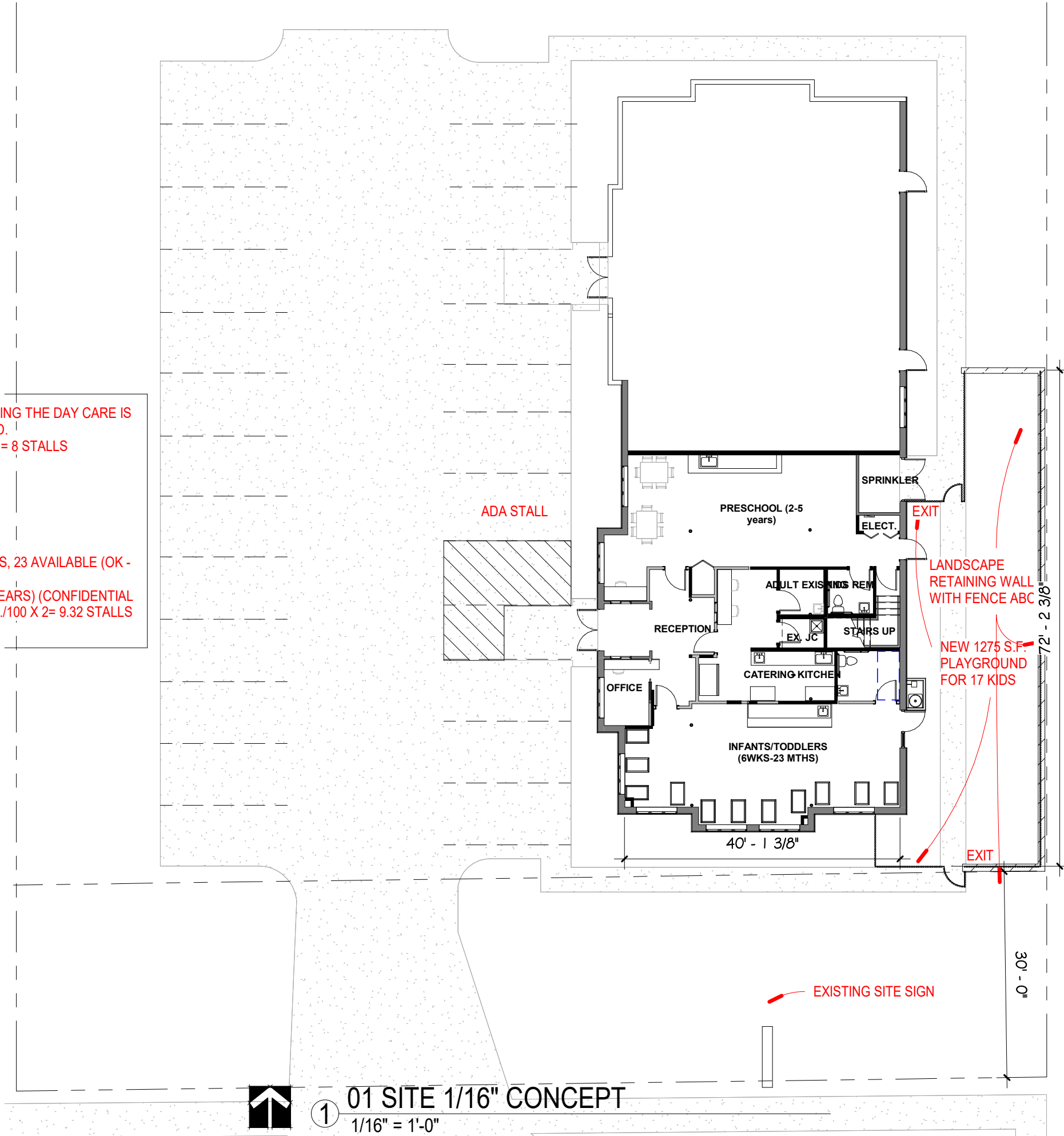
Response: We believe that our design has adequate utilities, drainage, road access, public safety, and other necessary facilities.

J. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

Response: We believe that our design conforms with the requirements of this Ordinance and other applicable regulations.



1. EXISTING MEDICAL OFFICE (PREVIOUS USE OF SOUTH HALF OF BUILDING THE DAY CARE IS OCCUPYING): 1.5 PER EXAM ROOM X 4 = 6 STALLS MINIMUM REQUIRED.
2. OFFICE: NORTHERN UNIT: 3/1000 GROSS S.F.: (2400 S.F./1000) X 3 = 7.2 = 8 STALLS
3. DAYCARE: 2/1000 GROSS S.F. (2260 S.F./1000) X 2 = 4.52 = 5 STALLS
4. EXISTING SPACES:
 1. ADA STALLS (INCLUDES MARKED OFF STALLS): 1 STALLS
 2. WEST STALLS: 13 STALLS
 3. EAST STALLS (NON ADA): 9 STALLS
 4. EXISTING TOTAL STALLS: 23 STALLS
 5. TOTAL REQUIRED: FOR OFFICE AND DAYCARE: 8+5 = 13 STALLS, 23 AVAILABLE (OK - 10 EXTRA)
6. REQUIRED IF DAYCARE USES ENTIRE BUILDING (MAYBE IN 3 YEARS) (CONFIDENTIAL RELATIVE TO EXISTING TENANTS): 2/1000 GROSS X 2. 4,660 S.F./100 X 2 = 9.32 STALLS = 10 STALLS VS 23 (OK - 13 EXTRA).



1 01 SITE 1/16" CONCEPT
1/16" = 1'-0"

581 SULLIVAN LITTLE DUCKLINGS
581 SULLIVAN RD, NORTH AURORA, IL.

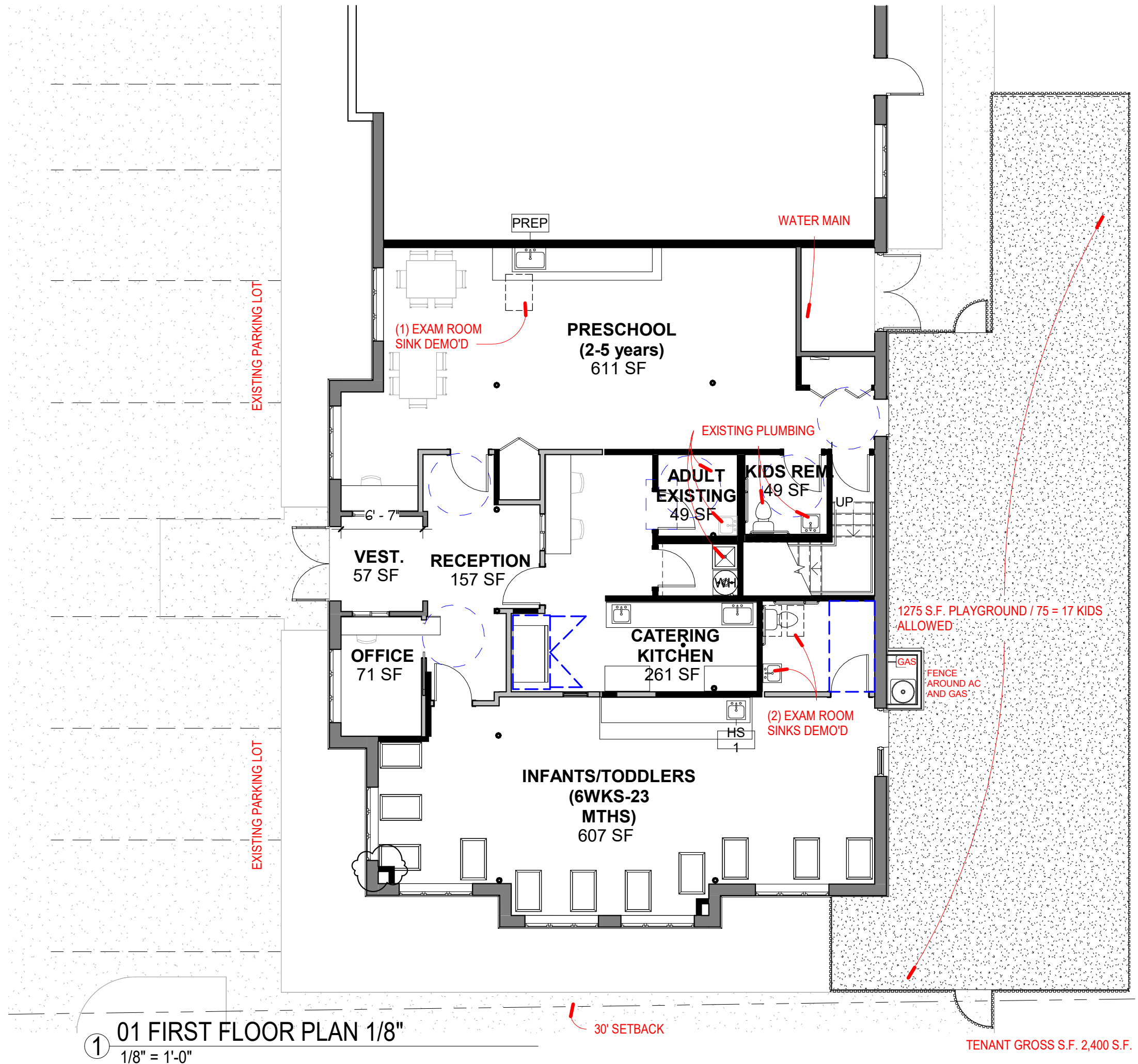
DATE:	05/15/18
DRAWN:	Author
SCALE:	1/16" = 1'-0"
PROJECT NO.:	00-000

ALLEN PEPA
ARCHITECTS

215 FULTON STREET
GENEVA, IL 60134
Ph. 630.578.1105
www.allenpepa.com

A1

09 - Room Finish - rooms areas	
Room Name	Area
COTS CLOSET	15 SF
ELECT.	17 SF
EX. JC	32 SF
COUNTERSPACE	40 SF
counter area	44 SF
KIDS REM.	49 SF
ADULT EXISTING	49 SF
VEST.	57 SF
SPRINKLER	57 SF
OFFICE	71 SF
KIDS 1 NEW	74 SF
STAIRS UP	82 SF
RECEPTION	157 SF
CATERING KITCHEN	261 SF
INFANTS/TODDLERS (6WKS-23 MTHS)	607 SF
PRESCHOOL (2-5 years)	611 SF
	2,224 SF



1 01 FIRST FLOOR PLAN 1/8"
1/8" = 1'-0"

30' SETBACK

TENANT GROSS S.F. 2,400 S.F.

581 SULLIVAN LITTLE DUCKLINGS
581 SULLIVAN RD, NORTH AURORA, IL.

DATE: 06/19/15
DRAWN: Author
SCALE: 1/8" = 1'-0"
PROJECT NO.: 00-000

ALLEN PEPA
ARCHITECTS

215 FULTON STREET
GENEVA, IL 60134
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www.allenpepa.com

A2

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**VILLAGE OF NORTH AURORA
PLAN COMMISSION MEETING MINUTES
SEPTEMBER 3, 2024**

CALL TO ORDER

Chairman Mike Brackett called the meeting to order at 7:00pm.

ROLL CALL

In attendance: Commissioners, Tom Lenkart, Alex Negro, Scott Branson, Richard Newell, Mark Bozik, and Doug Botkin.

Not in attendance: Commissioners Aaron Anderson and Anna Tuohy.

Staff in attendance: Community Development Director Nathan Darga and Planner David Hansen

APPROVAL OF MINUTES

1. Approval of Plan Commission Minutes dated July 2, 2024.

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

PUBLIC HEARING

1. **Petition #24-15 (581 Sullivan Rd):** The petitioner, Michaela Grant, requests a Special Use to allow a Child Daycare Center on the property located at 581 Sullivan Rd in North Aurora, Illinois.

Motion to open the public hearing was made by Commissioner Lenkart and seconded by Commissioner Botkin. **Motion approved.**

Planner David Hansen introduced Petition #24-15 (581 Sullivan Rd). 581 Sullivan Rd is zoned O-R, which is the Office and Research District. The comprehensive plan designation for this area is office/industrial. Hansen shared the petitioner is requesting a special use for a child day care center. The subject property is currently improved with a multi-use commercial office building with a variety of uses including professional offices, medical offices, and other commercial office tenants. Little Ducklings Childcare would utilize the entire southern suite, Suite B, which is approximately 2,260 square feet.

Hansen continued that the indoor space for the proposed address is currently improved with an office space. The proposed revised floor plan shows areas for reception, a kitchen, a storage closet, dedicated infant area, dedicated preschooler toddler area, and three bathrooms. The site plan includes a fenced in playground area on the east side of the building to meet Illinois Department of Children and Family Services (DCFS) outdoor play area requirements. The anticipated hours of operation for the Child Daycare Center would be 6:00 a.m. to 6:00 p.m. Monday through Friday

with the center being closed on weekends. The Child Daycare Center use requires two (2) off-street parking spaces per 1,000 square feet of gross floor area. The Daycare Center would require five (5) parking spaces and Suite A on the northern end of the building would require eight (8) parking spaces. Overall, the Zoning Ordinance would require a total of 13 parking spaces for the entire site. The subject property currently provides a total of 23 parking spaces for the commercial office building.

Hansen shared there are use standards for Daycare Centers. Per the Zoning Ordinance, the following criteria shall be considered by the Plan Commission: The provision of adequate on-site drop-off zones, sidewalks, and exterior lighting, the amount of traffic or noise to be generated and the provision of adequate open space. The Zoning Ordinance also requires Daycare Centers to be screened from the view of adjacent uses by solid fencing to a height of six feet or by landscaping six feet high by three feet deep.

Hansen shared staff recommends approval to Petition #24-15, which meets the Standards for Specials Uses, Use Standards and Parking Standards for a Child Daycare Center as set forth in the Zoning Ordinance subject to three conditions: On-site management shall effectively monitor and regulate all on-site drop-off activities and shall have a drop-off zone clearly marked with striping and signage, all outdoor lighting shall follow the Village's Outdoor Lighting Ordinance (Chapter 8.32) and all dumpsters located on the subject property shall be screened per Section 14.11.A of the Zoning Ordinance. Hansen welcomed up the petitioner to answer any questions and to share their Daycare vision with the Plan Commission.

The petitioner Michaela Grant and Architect Lane Allen introduced themselves. Grant shared she currently owns a daycare on the east side of Aurora and would like to expand her current operation. Grant said she services mostly underprivileged families and is hoping to help make daycare more affordable. Grant said she currently has a group daycare that services 16 children / 7 families, which are all government assistance families (Child Care Assistance Program – CCAP) and no private pay families. Grant said she has had her current daycare since 2019, is a mother of five and has a waitlist of six families. The building owners Summer and Herbert Zhang were in attendance. Summer Zhang shared they have owned the building for five years and the space that the daycare is proposing to go into is currently an Asthma office, but the owners of that business retired and moved out in August. The Asthma business had been in this space for the last eight years. Zhang shared the office had approximately 50-60 patients on a daily basis along with four employees. Zhang said Suite A on the northern side of the building is identical and is a mix of seven office spaces (attorney, massage, medical, etc.). Community Development Director Nathan Darga clarified that the daycare would go into the southern portion of the building.

Lane Allen provided an overview of the space including the sidewalk system and drop off areas. Allen mentioned the vestibuled area will be modified to have someone check in the children and that there is an upstairs to the building used for seasonal storage. Darga asked if there is a drop off area in the parking lot or if every parent has to bring their kid indoors. Allen said the children will be dropped off indoors and no employees will be in the parking lot. Allen added DCFS has asked them to add a little more playground area outside, which will be expanded to the north. Allen said the window on the southeast corner of the infant area will be replaced with a door to improve flow to the outside playground area. Allen added that a fence will be located around the playground area, which includes modifying the grade to be flat.

Chairman Brackett asked what is immediately east of the playground area. Darga said the land is open space and owned by the Union Hall. The Union Hall owns open space on both sides of the 581 Sullivan Rd property. Commissioner Newell asked how close the single family house to the west was to the property. Darga said the house is approximately 500 feet away.

Chairman Brackett closed the public hearing.

NEW BUSINESS

1. **Petition #24-15 (581 Sullivan Rd)**: The petitioner, Michaela Grant, requests a Special Use to allow a Child Daycare Center on the property located at 581 Sullivan Rd in North Aurora, Illinois.

Commissioner Botkin asked if there is any stormwater or detention area running through the proposed outdoor playground area. Darga said the playground area and area to the east is not a retention or detention pond. Herbert Zhang mentioned the water runoff from the building is run underground once it comes down the gutters on the side of the building. Commissioners Botkin asked if the fence standard is for privacy or to keep the children in. Darga said it is for both. Commissioner Botkin asked how tall the fence will be. Allen said it will be 6 feet tall and level once the area is regraded. Allen said there will be a retaining wall of some capacity as well. Commissioner Botkin asked about the infant area door that is being added and if there was another door going outdoors on the floor plan. Allen said there is an existing door in the toddler area that will remain. The sprinkler room would remain accessible from the outside and not blocked by fencing. Commissioner Botkin asked where the baby changing stations are located. Allen said the floor plan will be modified to have the ADA bathroom in the infant area and that there will be counters along the wall and two sinks for changing areas.

Commissioner Lenkart asked about the changing areas in the infant area. Grant said the architect doesn't typically get involved with this detail of organizing rooms since that is more DCFS requirements. Commissioner Lenkart said there are guidelines for number of employees per infants or toddlers. Grant said she is very well aware and ensures there will be the appropriate number of employees to meet DCFS requirements. Commissioner Lenkart asked what type of fence will be utilized. Allen said a double sided wood fence is the plan. Darga said wood or vinyl would meet code. Commissioner Lenkart asked if there is a setback requirement for fences or retaining walls. Darga said the fence can be on the property line. Depending on the front or side yard impacts the height of the fence that is allowed. Commissioner Lenkart asked about if there are any electrical panels or boxes in the playground area. Allen said there maybe some located on the outside wall but will look into the meter location to ensure no danger is present. Commissioner Lenkart asked if the vestibule doors will be locking. Grant said there will be an access code to get inside. Commissioner Lenkart had concerns about parking in the morning/evening and asked how many staff members will be at this facility. Grant said there should be at least five employees. Commissioner Lenkart mentioned 23 spaces may not be enough and that is his concern.

Chairman Brackett asked how the flow of other business throughout the day works in terms of hours of operation and traffic. Summer Zhang shared many of the business open around 9am and close at 5pm and sometimes some are open on weekends. Grant said she's been observing the property to gauge how pickup hours may work and noticed many of the businesses have left for

the day by 5pm, about 2 to 3 cars remain, and based on experience parents leave children until about closing.

Commissioner Branson asked if there are any transportation or buses that will be dropping off children. Grant said the daycare will not be for school age children (only infants and toddlers; 6 weeks to five years) so there will be no bus transportation needed. Commissioner Branson asked about security cameras on the premises. Grant said DCFS strongly recommends cameras, so we anticipate having them inside and outside.

Commissioner Bozik asked if the petitioner will be moving her entire operation to this space and no longer being doing it at her home. Grant said that is correct. Commissioner Bozik asked about the gas meter location, if the HVAC condenser will be screened and how public safety access will work. Allen said they will be updating the landscaping around the site and will be part of the landscape plan. Allen said he will speak with the fire marshal to ensure public safety access expectations are met. Commissioner Bozik asked if there will be an emergency plan for hazardous weather events. Allen and Grant said they will be creating a plan with DCFS, which will likely have everyone shelter in the center of the building.

Commissioner Newell asked where the nearest transit stop for PACE bus is and if any parents would be utilizing it to drop children off. Commissioner Newell also asked about pedestrian accessibility. Grant said currently there are no parents that drop off children in this capacity, but it could be a possibility. Darga said there are sidewalks in the area that run down Sullivan Rd. Commissioner Newell asked about what type of signage will be in the parking lot and what type of funding will be part of this daycare center. Allen said signage will be part of the permit documents. Grant said she plans on continuing the CCAP enrollment along with private pay.

Commissioner Negro asked what part of the property will be regraded. Allen said only over by the outdoor playground fence area along the east side will be. Commissioner Negro asked how many handicap spots are on site and will there be any ADA children. Allen said there are two ADA spaces in the lot, which meets ADA code. Grant said the building is ADA accessible and anticipates taking ADA children, but currently has no children that are.

Motion for approval of Petition #24-15, as presented by staff with condition one modified to say, monitor and regulate all on-site drop off activities and shall have parking spaces clearly marked with signage and striping for traffic control, was made by Commissioner Newell and seconded by Commissioner Lenkart. Vote: Lenkart – Yes, Negro – Yes, Branson– Yes, Newell – Yes, Bozik – Yes. Botkin – Yes. Brackett – Yes. **Motion approved.**

OLD BUSINESS – None

PLAN COMMISSIONER COMMENTS AND PROJECT UPDATES

Darga shared a few projects that the Plan Commission may see in the near future that have gone through Village Board concept plan review. A senior residential independent living project called Clover is looking into going in behind JCPenney off of Orchard Gateway Blvd. Darga said Towne Center originally had a residential component before the warehouses were built there. Staff will be looking to amend the PUD to allow residential for this property and the property to the

west between Riverfront Ram. Darga also shared Gas N Wash is looking to go into the vacant parking lot between Route 31 and Asbury (Airport Rd to Interstate 88). There would be a gas station, car wash, drive thru restaurant, and diesel islands part of that plan. Darga said the last project would be a Scooters Coffee Shop and Blue Penguin Car Wash at the old used car lot on Route 31 between Culvers and Speedway. Darga added a retaining wall would probably be needed and a second access point would need to be approved by IDOT.

Darga provided an update on the Fire Station building and site. Chairman Brackett asked about Sage Event Space. Darga said they are close to a certificate of occupancy. Commissioner Lenkart asked about Slick City and Kids Empire. Darga said both projects are moving forward, and Slick City is closer to opening and would be Slick City's first location in the Chicago area. Darga shared 300 Mitchell Rd site has a new tenant and is reconfiguring the southern access to allow trucks to enter and stage from the south.

ADJOURNMENT

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

Respectfully Submitted,

David Hansen
Planner

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: TEXT AMENDMENTS TO VILLAGE'S ZONING ORDINANCE FOR PERMITTED AND SPECIAL USES

AGENDA: OCTOBER 7, 2024, VILLAGE BOARD AGENDA

ITEM

Amending Title 17 of the North Aurora Code of Ordinances Regarding Permitted and Special Uses and Other Corrections and Clarifications

BACKGROUND

Staff reviews the Village's Zoning Ordinance (Title 17) on an ongoing basis to ensure it is consistent with how the Village enforces the Ordinance and is up to date with the best practices for planning and zoning. Included with this is a periodic review of the lists of permitted and special uses in each district. This is also identified in the Strategic Plan under the Economic Development Goal.

The tables were all updated to have consistent terms and order of uses. Listed below are the highlights of the changes for each district:

- Chapter 7.2 (residential) – Updated residential use list to combine assisted living, independent living, and nursing home. Added home occupations to the list and removed hospitals.
- Chapter 8.2 (business) – Updated commercial use list to add multi-family and mixed-use development as special use, combined multiple recreation categories into Entertainment / Recreation Facility Indoor or Outdoor, and combined multiple retail categories into Retail Goods / Services. Additionally, motor vehicle repair was divided into major and minor categories and the cocktail lounge / bar / tavern / nightclub uses were cleaned up.
- Chapter 9.2 (industrial) – Updated industrial use list to add data centers as a special use. Cleaned up description and definitions for light, medium, and heavy industrial as well as food users.
- Chapter 10.2 (specific districts) – Updated specific use lists for data centers, food processing, and contractor's office.
- Chapter 11.2 (use standards) – Updated use standards for entertainment / recreational facilities, contractor's offices, and gas stations. Updated the standards for home occupations to include a list of prohibited uses.
- Chapter 16.3 (definitions) – General update of definitions to remove unused terms and add new terms to match the updated use lists. Created definitions for uses that were listed previously but never defined.

The Plan Commission held a Public Hearing on the topic on July 2, 2024 and recommended approval of the text amendment. The Board reviewed the proposal at the August 19 Committee of the Whole meeting and requested changes to the home occupation section. Those changes were reviewed at the September 16, 2024 Committee of the Whole meeting. The final ordinance is attached with all of the amended sections. Also attached are the minutes of the Plan Commission meeting for your reference.

VILLAGE OF NORTH AURORA



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**AN ORDINANCE AMENDING TITLE 17 OF THE NORTH AURORA CODE OF
ORDINANCES REGARDING PERMITTED AND SPECIAL USES AND OTHER
CORRECTIONS AND CLARIFICATIONS**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2024

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2024
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 17 OF THE NORTH AURORA CODE OF ORDINANCES REGARDING PERMITTED AND SPECIAL USES AND OTHER CORRECTIONS AND CLARIFICATIONS

(Petition #24-09; Text Amendments to the Zoning Ordinance)

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

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

WHEREAS, a public hearing to consider text amendments to the Zoning Ordinance has been conducted by the Village of North Aurora Plan Commission on July 2, 2024 pursuant to appropriate and legal notice; and,

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

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

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

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

SECTION 2: Title 17, Chapter 7, Section 7.2 – Permitted and Special Uses, of the Code of North Aurora, Illinois is hereby amended to read as provided in Exhibit A attached hereto and made a part hereof by this reference.

SECTION 3: Title 17, Chapter 8, Section 8.2 – Permitted and Special Uses, of the Code of North Aurora, Illinois is hereby amended to read as provided in Exhibit B attached hereto and made a part hereof by this reference.

SECTION 4: Title 17, Chapter 9, Section 9.2 – Permitted and Special Uses, of the Code of North Aurora, Illinois is hereby amended to read as provided in Exhibit C attached hereto and made a part hereof by this reference.

SECTION 5: Title 17, Chapter 10, Section 10.2 – Permitted and Special Uses, of the Code of North Aurora, Illinois is hereby amended to read as provided in Exhibit D attached hereto and made a

VILLAGE OF NORTH AURORA

part hereof by this reference.

SECTION 6: Title 17, Chapter 11, Section 11.2 – Use Standards, of the Code of North Aurora, Illinois is hereby amended to read as provided in Exhibit E attached hereto and made a part hereof by this reference.

SECTION 7: Title 17, Chapter 16, Section 16.3 – General Terms, of the Code of North Aurora, Illinois is hereby amended to read as provided in Exhibit F attached hereto and made a part hereof by this reference.

SECTION 8: Title 17, Appendix B – Fee Schedule, of the Code of North Aurora, Illinois is hereby amended to delete in its entirety.

SECTION 9: All references to “Appendix B” in Title 17 of the Code of North Aurora, Illinois are hereby amended to read “Title 15, Chapter 15.56” Such references are located in the following sections: 3.1.C; 4.1; 4.2; 4.3; 4.4; 4.5; 4.6; 4.7; 5.9; 11.3.A.1; 11.3.C.8.m; 11.3.C.9.g; 11.3.C.10.d

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11: This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2024 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2024, 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 _____, 2024, A.D.

VILLAGE OF NORTH AURORA

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA

Exhibit A

Text of Title 17, Chapter 7, Section 7.2

Permitted and Special Uses in Residential Districts

Place of Worship	S	S	S	S	S	S	S	S	S	Section 11.2.B.2
Village Office or Facility	P	P	P	P	P	P	P	P	P	
EDUCATIONAL USES										
Educational Facility, College/University					S	S				
Educational Facility, Commercial, Vocational or Trade					S	S				
Educational Facility, Elementary and/or Secondary (Nonresidential)	P	P	P	P	P	P	S	S	S	
Educational Facility, Elementary and/or Secondary (Residential)					S	S				
Nursery School or Preschool					S	P				
ENTERTAINMENT AND RECREATIONAL USES										
Golf Course	S	S	S	S			S	S	S	
Horse Stable							S	S	S	
RETAIL AND SERVICE USES										
Bed and Breakfast Guest Home										
Short Term Rental										
Philanthropic or Charitable Institution					S	S				
OTHER USES										
Agriculture	S	S	S	S	S	S	P	S	S	
Animal Husbandry	S	S	S	S	S	S	P	S	S	

Farm Stand	S	S	S	S	S	S	P	S	S	
Grazing of Livestock	S	S	S	S	S	S	P	S	S	
Home Occupation	P	P	P	P	P	P	P	P	P	Section 11.2.D.6
Plant Husbandry, including Greenhouses	S	S	S	S	S	S	P	S	S	
Planned Unit Development	S	S	S	S	S	S	S	S	S	Title 17 Chapter 5
Utility	S	S	S	S	S	S	S	S	S	
Wireless Telecommunications Antenna/Facility/Tower	S, p ¹	S, p ¹	S, p ¹	S, p ¹	S, p ¹	S, p ¹	S, p ¹	S, p ¹	S, p ¹	Section 11.2.F.2

TABLE 7-1: FOOTNOTES

¹ Only wireless telecommunications antennas that comply with the stealth design standards of Section 11.2.F.2.l shall be considered permitted uses.

VILLAGE OF NORTH AURORA

Exhibit B

Text of Title 17, Chapter 8, Section 8.2

Permitted and Special Uses in Business Districts

8.2 Permitted and special uses.

- A. Table 8-1 Business District Permitted and Special Uses lists permitted and special uses for the business districts. A "P" indicates that a use is considered permitted within that district. An "S" indicates that a use is considered a special use in that district and must receive special use approval as required in Section 4.3 (Special Uses). A blank space or the absence of a use from the table indicates that use is not permitted within that district.

VILLAGE OF NORTH AURORA, ILLINOIS				
TABLE 8-1: BUSINESS DISTRICT PERMITTED AND SPECIAL USES				
P = Permitted Use S = Special Use Blank = Prohibited Use				
Use	Zoning District			Use Standards
	B-1	B-2	B-3	
RESIDENTIAL USES				
Assisted Living Facility, Independent Living Facility, and/or Nursing Home		S	S	Section 11.2.A.1
Dwelling, Multi-Family or Townhouse	S	S	S	Section 11.2.A.3
Mixed Use Development	S	S	S	Section 11.2.A.6
CIVIC AND MUNICIPAL USES				
Community Center			S	
Cultural Facility or Museum		S	S	Section 11.2.B.1
Government Office or Facility (Non-Village)	S	S	S	
Hospital		S		
Library		S	S	
Park and/or Open Space	P	P	P	
Place of Worship	S	S	S	Section 11.2.B.2
Village Office or Facility	P	P	P	
EDUCATIONAL USES				
Educational Facility, College/University		S	S	
Educational Facility, Commercial, Vocational or Trade		S	S	

Educational Facility, Elementary and/or Secondary (Residential or Nonresidential)		S	S	
Nursery School or Preschool		S	S	
ENTERTAINMENT AND RECREATIONAL USES				
Club, Lodge or Hall	S	S	S	Section 11.2.C.1
Entertainment / Recreation Facility, Indoor		P	S	Section 11.2.C.2
Entertainment / Recreation Facility, Outdoor		S	S	Section 11.2.C.3
Golf Course		S		
RETAIL AND SERVICE USES				
Animal, Daycare Center, Training, Pound, Shelter and/or Kennel		S	S	Section 11.2.D.7
Animal, Grooming Service		P	P	
Animal, Hospital and Veterinary Clinic		S	S	Section 11.2.D.7
Antique Shop	P	P	P	
Artist or Photographic Studio / Art Gallery	P	P	P	
Bait Shop	S	S	S	
Bakery, Retail	P	P	P	
Banquet Hall		S	S	
Bar / Tavern		S	S	
Barber Shop, Beauty Shop, and/or Salon	P	P	P	
Bed and Breakfast Guest Home	S		S	
Bicycle Sales and/or Service	P	P	P	
Building Material and Supply Store		S	S	
Butcher Shop	S	S	S	
Car Wash		S	S	
Cannabis, Dispensing Organization (Medical)	P	P	P	Section 11.2.G
Cannabis, Dispensing Organization (Recreational)	S	S	S	Section 11.2.G

Catering Establishment		P	P	
Cigar / Hookah Lounge		S	S	
Coffee Shop / Teahouse	P	P	P	
Contractor Office			P	Section 11.2.D.1
Convenience Store	P	P	P	
Currency Exchange, Payday or Title Loan Agency	S	S		
Dance and Music Studio, Academy or Conservatory	P	P	P	
Day Care Center, Adult or Child		S	S	Section 11.2.D.2
Drive-Through Facility		P	P	Section 11.2.D.4
Drug Stores / Pharmacy	P	P	P	
Dry Cleaner, Retail	P	P	P	
Financial Service Establishment		P	P	
Food Store/Grocery Store	P	P	P	
Funeral Home		S	S	
Gas Station		S	S	Section 11.2.D.5
Gun Shop		S	S	
Health and Athletic Club		P	P	
Hotel		P	S	
Ice Cream Shop	P	P	P	
Laboratory, Commercial		P	P	Section 11.2.E
Laundromat	S	S	S	
Laundry Establishment, Commercial			S	
Liquor Store	S	S	S	
Massage and/or Spa Establishment		S	S	
Microbrewery / Microdistillery/ Microwinery	S	S	S	
Motel		S	S	

Motor Vehicle Dealership		S		Section 11.2.D.8
Motor Vehicle Rental Establishment		S	S	Section 11.2.D.8
Motor Vehicle Repair, Major		S	S	Section 11.2.D.9
Motor Vehicle Repair, Minor		P	P	Section 11.2.D.9
Nightclub		S	S	
Nursery and/or Garden Store		S	S	
Off-Track Betting Establishment		P	P	
Office, Business and/or Professional	P	P	P	
Office, Medical and/or Dental	P	P	P	
Parcel Pickup and Delivery Service		P	P	
Parking Garage/Lot, Private	S	S	S	
Parking Garage/Lot, Public	P	P	P	
Personal Training Establishment	P	P	P	
Post Office	P	P	P	
Printing, Photocopying Service and/or Sign Store		P	P	
Recording Studio		P	P	
Restaurant with/without Outdoor Dining	P	P	P	Section 11.2.D.10
Retail Goods/Services, Including Outdoor Component	S	S	S	
Retail Goods/Services, Indoor	P	P	P	
Secondhand Store or Resale Shop	S	S	S	
Self-Service Storage Facility		S	S	
Tattoo / Body Piercing Establishment		P	P	
Tobacco Shop	P	P	P	
Warehousing and Wholesale Establishment		S		
OTHER USES				
Planned Unit Development	S	S	S	Title 17 Chapter 5

Telephone Exchange, Relay, Switching and Transmitting Facilities		S		
Utility	S	S	S	
Water Related: Reservoirs, Storage Facilities, Towers, Treatment Facilities and Wells		P	P	
Wireless Telecommunications Antenna/Facility/Tower	S, p ¹	S, p ¹	S, p ¹	Section 11.2.F.2

TABLE 8-1: FOOTNOTES

¹Only wireless telecommunications antennas that comply with the stealth design standards of Section 11.2.F.2.I shall be considered permitted uses.

VILLAGE OF NORTH AURORA

Exhibit C

Text of Title 17, Chapter 9, Section 9.2

Permitted and Special Uses in Industrial Districts

9.2 Permitted and special uses.

- A. Table 9-1: Industrial Districts Permitted and Special Uses lists permitted and special uses for the industrial districts. A "P" indicates that a use is considered permitted within that district. An "S" indicates that a use is considered a special use in that district and must receive special use approval as required in Section 4.3 (Special Uses). A blank space or the absence of a use from the table indicates that use is not permitted within that district.
- B. In all industrial zoning districts, all storage shall be confined to completely enclosed buildings, or such storage areas must be screened by a solid wall or fence, including solid entrance and exit gates, not less than six feet and not more than eight feet in height. Motor vehicles in operable condition are not subject to this standard.

VILLAGE OF NORTH AURORA, ILLINOIS				
TABLE 9-1: INDUSTRIAL DISTRICT PERMITTED AND SPECIAL USES				
P = Permitted Use S = Special Use Blank = Prohibited Use				
Use	Zoning District			Use Standards
	I-1	I-2	I-3	
CIVIC AND MUNICIPAL USES				
Community Center	S	S		
Park and/or Open Space	P	P	P	
Recycling Center		S		
Refuse Dump		S		
Village Office or Facility	P	P		
EDUCATIONAL USES				
Educational Facility, Commercial, Vocational or Trade	P	P		
ENTERTAINMENT AND RECREATIONAL USES				
Club, Lodge or Hall	S	S		
Entertainment / Recreation Facility, Indoor	S	S		Section 11.2.C.2
Entertainment / Recreation Facility, Outdoor	S	S		Section 11.2.C.3
RETAIL AND SERVICE USES				
Adult-Oriented Business		S		Section 11.2.D.11

Building Material and Supply Store	P	P		
Cannabis, Craft Grower Organization		S		
Cannabis, Cultivation Center		S		
Cannabis, Dispensing Organization (Medical)	P	P	P	Section 11.2.G
Cannabis, Dispensing Organization (Recreational)	S	S	S	Section 11.2.G
Cannabis, Infuser Organization		S		
Cannabis, Processing Organization		S		
Cannabis, Transporting Organization		S		
Car Wash	S	S		
Contractor Office	P	P	P	Section 11.2.D.1
Crematorium		S		
Feed Store	P	P		
Laundry Establishment, Commercial	P	P		
Microbrewery / Microdistillery / Microwinery	S	P		
Motor Vehicle Dealership	S			Section 11.2.D.8
Motor Vehicle Repair, Major	P	P		Section 11.2.D.9
Motor Vehicle Repair, Minor	P	P		Section 11.2.D.9
Office, Business and/or Professional	P	P		
Pawn Shop	S	S		
Personal Training Establishment	P	P		
Printing, Photocopying Service and/or Sign Store	P	P		
Self-Service Storage Facility	P	P		
Tattoo / Body Piercing Establishment	P	P		
MANUFACTURING, RESEARCH AND STORAGE USES				

Bus Storage Facility	S	S		
Data Center	S	S		Section 11.2.E
Food or Beverage Production, Processing, or Bottling	S	S	S	Section 11.2.E
Greenhouse and Nursery	P	P		
Industrial, Light	P	P	P	Section 11.2.E
Industrial, Medium	S	P		Section 11.2.E
Industrial, Heavy		S		Section 11.2.E
Junk Yard / Scrap Yard		S		Section 11.2.E
Laboratory, Commercial	P	P		Section 11.2.E
Meat Packing, Including Slaughtering		S	P	Section 11.2.E
Mining		S		Section 11.2.E
Warehousing, Storage, and Distribution Facility including Ecommerce Fulfillment Centers	P	P	P	Section 11.2.E
OTHER USES				
Planned Unit Development	S	S	S	Title 17 Chapter 5
Use Not Specifically Identified		S		
Utility	P	P	P	
Water Related: Reservoirs, Storage Facilities, Towers, Treatment Facilities and Wells	P	P	P	
Wireless Telecommunications Antenna/Facility/Tower	S, P ¹	S, P ¹	S, P ¹	Section 11.2.F.2

TABLE 9-1: FOOTNOTES

¹ Only wireless telecommunications antennas that comply with the stealth design standards of Section 11.2.F.2.I shall be considered permitted uses.

VILLAGE OF NORTH AURORA

Exhibit D

Text of Title 17, Chapter 10, Section 10.2

Permitted and Special Uses in Specific Use Districts

10.2 Permitted and special uses.

Table 10-1: Specific Use Districts Permitted and Special Uses lists permitted and special uses for the specific use districts. A "P" indicates that a use is considered permitted within that district. An "S" indicates that a use is considered a special use in that district and must receive special use approval as required in Section 4.3 (Special Uses). A blank space or the absence of a use from the table indicates that use is not permitted within that district.

VILLAGE OF NORTH AURORA, ILLINOIS					
TABLE 10-1: SPECIFIC USE DISTRICT PERMITTED AND SPECIAL USES					
P = Permitted Use		S = Special Use		Blank = Prohibited Use	
Use	Zoning District		Use Standards		
	O-R	O-R-I			
RESIDENTIAL USES					
Assisted Living Facility, Independent Living Facility, and/or Nursing Home	S				
CIVIC AND MUNICIPAL USES					
Cemetery	S	S			
Community Center	P				
Cultural Facility or Museum	P	S	Section 11.2.B.1		
Hospital	P				
Park and/or Open Space	P	P			
Place of Worship	P	P	Section 11.2.B.2		
Post Office	P				
Village Office or Facility	P	P			
EDUCATIONAL USES					
Educational Facility, College/University	P	P			
Educational Facility, Commercial, Vocational or Trade	P	P			
ENTERTAINMENT AND RECREATIONAL USES					
Club, Lodge, or Hall	S	S			
Entertainment / Recreation Facility, Indoor	S	S	Section 11.2.C.2		

Entertainment / Recreation Facility, Outdoor	S	S	Section 11.2.C.3
RETAIL AND SERVICE USES			
Cannabis, Dispensing Organization (Medical)	P	P	Section 11.2.G
Cannabis, Dispensing Organization (Recreational)	S	S	Section 11.2.G
Contractor Office	S	P	Section 11.2.D.1
Day Care Center, Adult or Child	P	S	Section 11.2.D.2
Financial Service Establishment	P	S	
Employment Agency		S	
Health and Athletic Club	P	P	
Hotel	P	P	
Microbrewery / Microdistillery / Microwinery		S	
Motor Vehicle Repair, Major		S	Section 11.2.D.9
Motor Vehicle Repair, Minor		S	Section 11.2.D.9
Office, Business and/or Professional	P	P	
Office, Medical and/or Dental	P	P	
Personal Training Establishment	P	P	
Printing, Photocopying Service and/or Sign Store		P	
Restaurant with/without Outdoor Dining	P	P	Section 11.2.D.10
MANUFACTURING, RESEARCH AND STORAGE USES			
Data Center		S	Section 11.2.E
Food or Beverage Production, Processing, or Bottling	S	S	Section 11.2.E
Industrial, Light		P	Section 11.2.E
Laboratory, Commercial	P	P	Section 11.2.E
Warehousing, Storage, and Distribution Facility		P	Section 11.2.E
OTHER USES			
Planned Unit Development	S	S	Title 17 Chapter 5

Utility	S	S	
Wireless Telecommunications Antenna/Facility/Tower	S, P ¹	S, P ¹	Section 11.2.F.2

TABLE 10-1: FOOTNOTES

¹Only wireless telecommunications antennas that comply with the stealth design standards of Section 11.2.F.2.l shall be considered permitted uses.

VILLAGE OF NORTH AURORA

Exhibit E

Text of Title 17, Chapter 11, Section 11.2

Use Standards

11.2 Use standards.

In addition to the use standards below, all uses are required to comply with the provisions of this Ordinance including, but not limited to, Chapter 12: Site Development Standards, Chapter 13: Off-Street Parking and Loading, and Chapter 14: Landscaping and Screening, as well as all applicable Village ordinances.

A. Residential Uses.

1. Assisted Living Facility, Independent Living Facility, and Nursing Home. Assisted living facilities, independent living facilities, and nursing homes shall meet all federal, state and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be considered:
 - a. The facility shall be harmonious with surrounding buildings with respect to scale, architectural design, and building placement.
 - b. The street network shall be capable of accommodating the traffic generated by the facility.
2. Community Residence. Community residences shall meet all federal, state and local requirements including, but not limited to, licensing, health, safety and building code requirements. In addition, the following criteria shall be considered.
 - a. The cumulative effect of such uses will not alter the residential character of the neighborhood.
 - b. The facility shall retain a residential, rather than institutional, character.
 - c. The operation of the facility shall not adversely impact surrounding properties.
3. Dwelling, Multiple-Family and Dwelling, Townhouse.
 - a. All townhouse developments and multiple-family dwellings shall be designed with the front facade facing the street. When the side walls of a townhouse development and multiple-family dwelling also face the street, building facades shall be designed with elements of a front façade, including doors and/or windows, to avoid the appearance of blank walls.
 - b. There shall be a minimum separation of twenty (20) feet between sidewalls among rows of townhouse developments and multiple-family dwellings. (See Figure 11-1: Sidewall Separation) Where the front or rear wall of a row of townhouse developments and multiple-family dwellings faces the front or rear wall of another row of townhouse developments and multiple-family dwellings, the minimum required separation between such buildings shall be a minimum of thirty (30) feet. Driveways and parking areas may be located within this minimum separation area. The minimum separation at the ground-floor may be reduced to twenty (20) feet for interior drives with garage doors facing garage doors, provided that the upper-story living spaces comply with the thirty-foot separation requirements. (See Figure 11-2: Upper-Floor Separation)

FIGURE 11-1: SIDEWALL SEPARATION

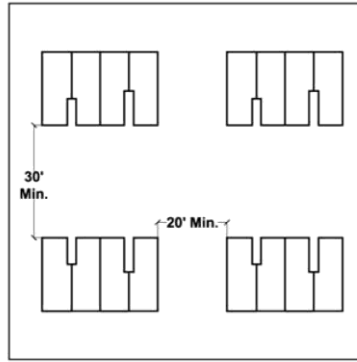
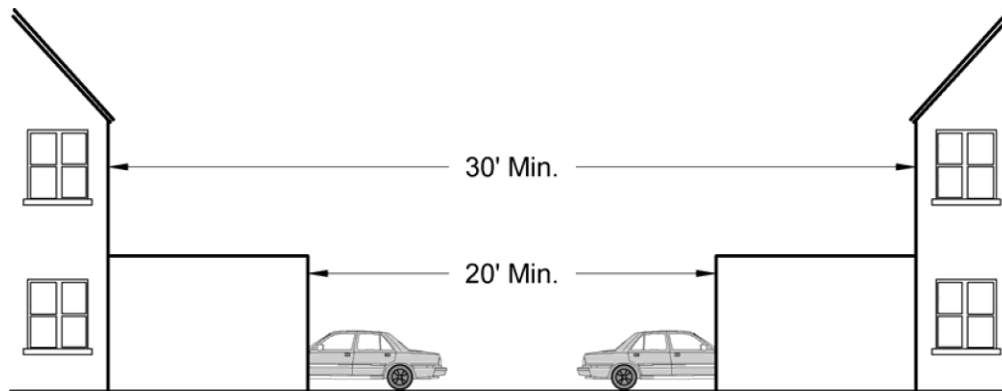


FIGURE 11-2: UPPER-FLOOR SEPARATION



- c. No more than six townhouse dwelling units shall be attached to one another in a single structure.
 - d. Townhouses shall be designed with either detached garages located in the rear yard, or attached garages oriented to the rear or side of the units.
 - e. Private yards a minimum of two hundred (200) square feet in area shall be required for each townhouse dwelling unit. This private yard may be located adjacent to a front wall, rear wall, or side wall, provided that it is immediately adjacent to the townhouse unit it serves and directly accessible from the townhouse unit by way of a door or stair. Required private yards must be at-grade or, if located on a terrace or patio, within two feet of grade. All private yards must be landscaped with turf, groundcover, shrubs, trees or other landscape improvements, including hardscape such as patios or terraces.
4. Mobile Homes. Mobile homes, modular housing and prefabricated housing shall be allowed only in the R-4 General Residence District as a special use.
 5. Tents. Tents may be erected for up to ten (10) days for the purposes of temporary carnivals, places of worship, charitable uses, and revival meetings which are not detrimental to the public health, safety, morals, comfort, convenience, or general welfare, provided however, that such tents or operations are in conformance with all other Village ordinances and codes.
 6. Mixed Use Development. Uses allowed to be mixed in one development are limited to residential, office, retail, educational and civic. When uses are mixed in a single building, a minimum of 50% of the ground floor shall be office or retail uses. Mixed use buildings

shall be designed so that the location of entrances and exits to the office or retail uses shall front a public street. Service areas and parking and loading facilities shall be located to the rear of the building and designed to minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.

B. Cultural and Religious Uses.

1. Cultural Facility or Museum. Cultural facilities and museums shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.
2. Place of Worship. Places of worship shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.

C. Recreational and Entertainment Uses.

1. Club, Lodge or Hall.

- a. Clubs, lodges or halls shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.
- b. No more than twenty (20) percent of the gross floor area may be used as office space.
- c. Clubs, lodges or halls are permitted to serve food and meals on the premises provided that adequate dining room space and kitchen facilities are available.
- d. The sale of alcoholic beverages to members and their guests is permitted provided it is secondary and incidental to the promotion of some other common objective by the organization, and further provided that such sale of alcoholic beverages is in compliance with all applicable federal, state and local laws.

2. Entertainment / Recreational Facility, Indoor.

- a. Entertainment and recreational uses shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.
- b. Live music is permitted in compliance with Title 5 Chapter 5.2 and Title 8 Chapter 8.2.
- c. Entertainment and recreational uses are permitted to serve food and meals on the premises provided that adequate dining room space and kitchen facilities are available.
- d. The sale of alcoholic beverages is permitted provided it is secondary and incidental to the sale of food, and further provided that such sale of alcoholic beverages is in compliance with all applicable federal, state and local laws.

3. Entertainment / Recreational Facility, Outdoor.

- a. Entertainment and recreational uses shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities

will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.

- b. Live music is permitted in compliance with Title 5 Chapter 5.2 and Title 8 Chapter 8.2.
- c. Outdoor uses shall be effectively screened from adjacent residential uses with a buffer yard in compliance with Title 17 Chapter 14.11.C.
- d. Entertainment and recreational uses are permitted to serve food and meals on the premises provided that adequate dining room space and kitchen facilities are available.
- e. The sale of alcoholic beverages is permitted provided it is secondary and incidental to the sale of food, and further provided that such sale of alcoholic beverages is in compliance with all applicable federal, state and local laws.

D. Retail and Service Uses.

- 1. Contractor Office. The parking of contractor vehicles or equipment or the outdoor storage of materials in a contractor storage yard are accessory to the use of a contractor office. If these items exist, the following must be submitted:
 - a. Site plan detailing the location of all parking and outdoor storage. Parking shall comply with Title 17 Chapter 13.
 - b. Landscape plan detailing screening in accordance with Title 17 Chapter 14.
 - c. Contractor offices and storage yards shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties.
- 2. Day Care Center, Adult and Day Care Center, Child. Day care centers shall meet all federal, state and local requirements including, but not limited to, licensing, health, safety and building code requirements. Day care centers shall include facilities, other than residential dwelling units, providing care for more than three children or elderly and/or functionally impaired adults in a protective setting for less than twenty-four (24) hours per day. In addition, the following criteria shall be considered by the Plan Commission:
 - a. The provision of adequate on-site drop-off zones, sidewalks, and exterior lighting.
 - b. The amount of traffic or noise to be generated.
 - c. The provision of adequate open space.
- 3. Day Care Home, Adult and Day Care Home, Child. Day care homes shall meet all federal, state and local requirements including, but not limited to, licensing, health, safety and building code requirements. Day care homes shall include residential dwelling units providing care for up to twelve (12) children or elderly and/or functionally impaired adults in a protective setting who do not spend the night at the dwelling. The number counted includes the family's natural or adopted children and all other persons under the age of twelve (12). In addition, the following criteria shall be considered by the Plan Commission:
 - a. The provision of adequate on-site drop-off zones, sidewalks, and exterior lighting.
 - b. The amount of traffic or noise to be generated.

- c. The provision of adequate open space.
 - d. The day care home shall retain a residential character and the affect of the day care home will not alter the residential character of the neighborhood.
 - e. The operation of the day care home shall not adversely impact surrounding properties.
4. Drive-Through Facility. A drive-through facility is considered an accessory use to the principal use on the zoning lot. A drive-through facility must meet the following standards in addition to the special use standards found in Section 4.3, Special Use. For the purposes of this Ordinance, car washes, gas stations and motor vehicle service and repair facilities shall be exempt from the following standards.
- a. Drive-through facilities shall provide adequate stacking spaces, in accordance with Chapter 13: Off-Street Parking and Loading.
 - b. All drive-through lanes must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.
 - c. The volume on all intercom menu displays shall be maintained at a level so as not to create a public nuisance for adjoining residential districts.
 - d. The operator of the drive-through facility shall provide adequate on-site outdoor waste receptacles and shall provide daily litter clean-up along the rights-of-way abutting the property.
5. Gas Station.
- a. Gas station canopies shall be designed with luminaires recessed under the canopy to minimize light pollution. Light intensity directly under the canopy shall not exceed twenty (20) footcandles at any location. All lighting mounted under the canopy, including auxiliary lighting within signage and panels over the pumps shall be included in the twenty (20) footcandle limit.
 - b. All gas station driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.
 - c. Gas stations may offer a car wash and/or convenience store.
6. Home Occupation.
- a. Purpose. The purpose of the home occupation standards and requirements is to allow a home occupation to be conducted in a dwelling unit that is compatible with the neighborhood in which it is located.
 - b. Standards. The following standards apply to all home occupations conducted in a dwelling unit, provided that the home occupation must be compatible with the neighborhoods in which they are located, and must not interfere with the rights of surrounding property owners to enjoy the established character of the neighborhood:
 - i. The home occupation shall be conducted entirely indoors on the premises.
 - ii. A home occupation shall not be established prior to the member(s) of the family conducting the home occupation take possession of, and reside in, the dwelling unit in which the home occupation is located.

- iii. Only one nonresident of the premises may be employed to work at or from the premises, such person shall not be employed more than twenty-five (25) hours within any one-week period.
- iv. The home occupation shall not generate excessive vehicular or pedestrian customer traffic.
- v. A home occupation shall not generate noise, solid waste, vibration, glare, fumes, odors, water use, or electrical interference beyond what normally occurs in a residential use.
- vi. No outside storage or display of materials, merchandise, inventory or heavy equipment shall be permitted.
- vii. No exterior signs shall be permitted.
- viii. Day care homes are not considered a home occupation and are subject to the standards of paragraph 3 (Day Care Home, Adult and Day Care Home, Child) above.
- ix. No wholesale or retail business shall be permitted unless it is conducted entirely by mail, telephone or small package delivery, except for the sale of items made on the premises or incidental to a service provided.
- x. The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private passenger automobile.
- xi. No permanent or temporary alterations of the principal or accessory buildings shall be made which change the residential character of the structure.
- xii. No more than twenty (20) percent of the area of any residential dwelling shall be devoted to the home occupation.
- xiii. No mechanical or electrical equipment or chemicals may be used or stored except such types as are customary for purely domestic, household, or hobby purposes. No home occupation shall be permitted which requires the use of toxic, hazardous or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, comfort or welfare or cause injury or damage to property.
- xiv. There may be more than one home occupation permitted per dwelling unit; however, the total combined home occupations for any single dwelling unit may not exceed any of the standards set forth in this section.
- xv. A home occupation that services customers or clients at the dwelling unit may attract no more than eight customers or clients per day but not between the hours of 9:00 p.m. and 8:00 a.m.
- xvi. A home occupation is subject to the commercial vehicle standards in section 13.11.
- xvii. A home occupation conducted in a rental unit must have written permission from the property owner.

- c. Uses. The uses listed below are expressly prohibited as home occupations except that a home office for any use is permitted.
 - i. Animal hospitals, animal boarding / kennel (more than 4 animals), and veterinary clinic;
 - ii. Banquet hall;
 - iii. Catering establishment
 - iv. Clinics or hospitals;
 - v. Clubs, lodge or hall;
 - vi. Contractor yard;
 - vii. Dry cleaning or laundry establishments;
 - viii. Entertainment / recreation facility, indoor or outdoor;
 - ix. Food store / Grocery store;
 - x. Funeral homes;
 - xi. Gas Station;
 - xii. Machine shops;
 - xiii. Motor vehicle repair, Major or Minor;
 - xiv. Motor vehicle dealership or rental establishment;
 - xv. Restaurants and taverns;
 - xvi. Short term rentals;
 - xvii. Tattoo / Body Piercing Establishment;
 - xviii. Taxidermy;
 - xix. Tobacco Shop;
 - xx. Towing service or tow truck operator.
- 7. Animal Daycare Center, Training, Pound, Shelter and/or Kennel.
 - a. Floors of runs shall be made of impervious material to permit proper cleaning and disinfecting.
 - b. All animal quarters and runs are to be kept in a clean, dry, and sanitary condition.
 - c. The perimeter of such structures must be at least one hundred fifty (150) feet from any residential zoning districts.
 - d. Outdoor areas are restricted to use during daylight hours.
- 8. Motor Vehicle Dealership and Motor Vehicle Rental Establishment. Motor vehicle dealership or rental establishment shall have a minimum lot size of fifteen thousand (15,000) square feet.
- 9. Motor Vehicle Repair Major and/or Minor.

- a. Motor vehicle repair shops may not store the same vehicles outdoors on the site for longer than five days unless fully screened and enclosed.
 - b. All driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.
 - c. All repair operations shall be fully enclosed. Wrecked or junked vehicles shall not be stored for longer time periods than those specified above and shall be screened from the public right-of-way and any adjacent residential districts.
10. Outdoor Dining.
- a. Outdoor dining is considered accessory to the principal use.
 - b. Outdoor dining shall be limited to a designated outside area.
 - c. The designated outside area shall be contiguous to the building.
 - d. The designated outside area may not be located on any portion of a public road, public sidewalk or bike path or similar public way.
 - e. The designated outside area shall not obstruct vehicular or pedestrian traffic or be in violation of any North Aurora codes or ordinances.
 - f. There shall be no entertainment with the use of amplified sound in the designated outside area except in conformance with the requirements of the North Aurora Code.
 - g. The operation and use shall be carried on so as not to create a health or safety hazard, to create a nuisance or to interfere with the use and enjoyment of surrounding property.
 - h. Any designated outside area adjacent to or within five hundred (500) feet of the lot line of residential property shall require screening and/or buffering in a way as to reduce noise.
11. Adult-Oriented Business. Adult uses shall be subject to the following standards:
- a. No adult use shall be located within one thousand (1,000) feet of any residential district, school, place of worship, or other adult use.
 - b. The adult use shall be so designed, located and proposed to be operated so that the public health, safety, comfort, convenience and general welfare will be protected.
 - c. It shall not cause substantial injury to the value of other property in the neighborhood in which it is located.
 - d. It shall not unduly increase traffic congestion in the public streets and highways in the area in which it is located.
 - e. It shall not cause additional public expense for fire or police protection.
 - f. No adult use shall be conducted in any manner that permits the observation of any material depicting, describing or relating to "Specified Sexual Activities" or "Specified Anatomical Areas" from any public way or from any adjacent property. This provision shall apply to any display, decoration, sign, show window or door.
- E. Manufacturing, Storage, Food Production and Research Uses.

1. All manufacturing activities shall be conducted within completely enclosed buildings.
2. Any use projected to use more than 5,000 gallons of water per day shall follow the guidelines in Title 13 Chapter 24.060.
3. Manufacturing, Storage, Food Production and Research Uses shall be designed so that the location of entrances and exits, exterior lighting, service areas, and parking and loading facilities will minimize traffic congestion, pedestrian hazards, and adverse impacts on adjoining properties. Truck entrances, truck courts, and trailer parking shall be designed to avoid stacking or idling of trucks in street right of way or drive aisles.

F. Utilities.

1. Amateur Radio Operations/Receive Only Antennas. Any tower or antenna that is under forty-five (45) feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas is permitted as an accessory use. No receive-only antenna shall exceed the highest point on the nearest residential rooftop of a dwelling by more than ten (10) feet. Existing towers and existing antennas which predated this Ordinance shall not be required to meet the requirements of this chapter.
2. Wireless Telecommunications Antenna, Facility and Tower.
 - a. Purpose. The following standards for wireless telecommunications antennas, facilities, and towers are intended to:
 - i. Ensure public health, safety, convenience, comfort, and general welfare.
 - ii. Ensure access to reliable wireless telecommunications services throughout all areas of North Aurora.
 - iii. Encourage the use of existing towers and other structures for the co-location of wireless telecommunications antenna.
 - iv. Encourage the location of towers, to the extent possible, in areas where the adverse impact on the Village will be minimal and preferably in nonresidential districts, as opposed to residential districts.
 - b. Application Requirements. In addition to the requirements for a special use permit, all applications to erect, construct, or modify any part of a wireless telecommunications antenna, facility, or tower shall include the following items, unless waived by the Village:
 - i. A site plan showing:
 - (A) The location, size, screening, and design of all buildings and structures, including fences.
 - (B) The location and size of all outdoor equipment.
 - (C) The location, number, and species of proposed landscaping.
 - ii. A maintenance plan, and any applicable maintenance agreement, designed to ensure long-term, continuous maintenance to be determined by the Community Development Director.

- iii. A disclosure of what is proposed, demonstrating the need for the proposed wireless telecommunications tower to be located as proposed based upon one or more of the following factors:
 - (A) Proximity to a major thoroughfare.
 - (B) Areas of population concentration.
 - (C) Concentration of commercial or other business centers.
 - (D) Areas where signal interference has occurred due to buildings, masses of trees, or other obstruction.
 - (E) Topography of the proposed facility location in relation to other facilities with which the proposed facility is to operate.
- iv. The reason or purpose for the placement, construction or modification with specific reference to the provider's coverage, capacity, and/or quality needs.
- v. The service area of the proposed wireless telecommunications facility.
- vi. The nature and extent of the provider/applicant's ownership, easement or lease interest in the property, building or structure upon which facilities are proposed for placement, construction or modification.
- vii. The identity and address of all owners and other persons with a real property interest in the property, building, or structure upon which facilities are proposed for placement, construction, or modification.
- viii. A map showing all existing and proposed wireless telecommunications, antennas, facilities and towers within the Village, and one and one-half miles from the Village jurisdictional boundary.
- ix. Certification by a State of Illinois licensed and registered professional engineer as to structural integrity. The certification may be utilized, along with other criteria, in determining if additional setback should be required for the structure and other facilities.
- x. The Village Board shall have the discretion to require the applicant to provide a visual simulation or rendering of the proposed support structure that illustrates the relationship between the height and the visual appearance of the structure. If required, the visual simulation shall be provided from two different perspectives and accurately depict the scale of the proposed structure in the context of the surrounding area.
- xi. Co-location shall be deemed to be feasible for purposes of this section where all of the following are met:
 - (A) The wireless telecommunications provider under consideration for co-location will provide fair compensation for co-location.
 - (B) The site on which co-location is being considered, taking into consideration reasonable modification or replacement of a facility, is able to provide structural support.

- (C) The co-location being considered is technologically feasible, where the co-location will not result in unreasonable interference, given appropriate physical and other adjustments in relation to the tower, antenna and the like.
 - (D) The height of the structure necessary for co-location shall not exceed the maximum height allowed by this section.
- c. Location. Wireless telecommunications antennas, facilities and tower antennas shall be designated as special uses in the zoning districts in which they are allowed in the following locations:
 - i. On property owned, leased, or otherwise controlled by the Village provided that a lease has been approved by the Village.
 - ii. On the Commonwealth Edison easement parallel to Oak Street and the East-West Tollway (Interstate 88).
 - iii. On the Northern Illinois Gas Company easement and property located north of the Commonwealth Edison easement, west of Randall Road, and south of Oak Street.
 - iv. On property in the O-R zoning district that is owned by a governmental body other than the Village that is located east of Randall Road, but does not abut or adjoin property which is zoned for residential use.
- d. Setback.
 - i. Wireless telecommunications towers shall be set back from all property lines a distance equal to their height as measured from the base of the structure to its highest point.
 - ii. Wireless telecommunications facilities shall be setback from all property lines in accordance with the minimum setback requirements in the zoning district.
- e. Height. The maximum height of a wireless telecommunications tower shall not exceed one hundred fifty (150) feet, including all attachments (antennas, lightning rods, arrays, etc.). A special use application for approval of a wireless telecommunications tower shall demonstrate that the tower does not exceed the minimum height requirement necessary to function satisfactorily.
- f. Lighting and Marking. Wireless telecommunications antennas, towers and facilities shall not be lit or marked unless required by the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA).
- g. Landscaping. Landscaping is required to enhance compatibility with adjacent land uses. Opaque screening six feet in height equipped with an appropriate anti-climbing device must be erected around the wireless telecommunications tower and/or facility. Landscaping shall be installed on the outside of fencing in accordance with the following:
 - i. One shade tree shall be provided for every twenty-five (25) feet of fence length, not including gates or other fence openings.

- ii. One shrub for every five linear feet of fence length, not including gates or other fence openings.
 - iii. The landscaping may be flexible in its arrangement by appropriately aggregating the required plant materials and maintaining open areas around gates or other fence openings so long as it provides.
 - h. Access. All sites on which wireless telecommunications antennas, facilities and tower antennas are located must have a hard surfaced driveway of asphalt or concrete.
 - i. Additional Standards for Wireless Telecommunications Antennas.
 - i. Wireless telecommunications antennas do not include satellite dishes, as regulated in Section 12.3.G (Satellite Dish Antenna) of this Ordinance.
 - ii. Antennas shall be of a color that is identical or similar to the color of the supporting structure to make the antenna visually unobtrusive.
 - iii. No antenna shall increase the height of any structure on which it is mounted by more than ten (10) percent, or ten (10) feet, whichever is less.
 - j. Additional Standards for Wireless Telecommunications Facilities.
 - i. Any buildings, cabinets, or shelters shall only house equipment and supplies for operation of the wireless telecommunication tower. Any equipment not used in direct support of such operation shall not be stored on the zoning lot.
 - ii. Signs for the wireless telecommunications facility shall be limited to ownership and contact information, FCC antenna registration number (if required), and any other information required by government regulation. Commercial advertising is strictly prohibited.
 - k. Additional Standards for Wireless Telecommunications Towers.
 - i. Wireless telecommunications towers shall be designed to accommodate at least three telecommunications providers.
 - ii. The area surrounding a tower must be of a sufficient size to accommodate wireless telecommunications facilities for at least three telecommunications providers.
 - iii. Unless otherwise required by the Federal Communications Commission, the Federal Aviation Administration or the Village, towers shall have a galvanized silver or gray finish.
 - l. Stealth Design for Wireless Telecommunication Antennas. Stealth design for wireless antennas is encouraged and shall be considered a permitted use in all districts, subject to site plan review. All applications for site plan review shall include all information required by this section. In addition to the standards of this section for wireless telecommunications antennas, stealth design shall comply with the following regulations:

- i. To qualify as a stealth design, wireless telecommunications antennas and towers must be enclosed, camouflaged, screened, obscured, or otherwise not readily apparent to a casual observer.
 - ii. Antennas located on structures already permitted within zoning districts, such as flagpoles, bell towers, clock towers, crosses, monuments, smoke stacks, parapets and steeples, and designed to blend in to the structure are considered stealth design.
 - iii. Setbacks for the any stealth design tower shall be governed by the setback requirements of the zoning district.
 - iv. Stealth design shall accommodate the co-location of other antenna where economically and technically feasible or aesthetically appropriate, as determined by the Village Board.
- m. Abandonment. Any wireless telecommunications tower or facility that is not operated for a period of twelve (12) consecutive months shall be considered abandoned. The owner shall remove the tower or facility within six months of its abandonment.

G. Cannabis, Dispensing Organization

1. Purpose and Applicability. It is the intent and purpose of this Section to provide regulations regarding the cultivation, processing and dispensing of adult-use cannabis occurring within the corporate limits of the Village. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (Act), as it may be amended from time-to-time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.
2. There shall be a maximum of two (2) Adult-Use Cannabis Dispensing Organizations located in the Village of North Aurora.
3. Adult-Use Cannabis Dispensing Organizations shall be located a minimum of one thousand (1,000) feet from the property line of any school grounds, public playground, public recreation center, child care center, public park, public library, or game arcade to which admission is not restricted to persons twenty-one (21) years of age or older located in the Village of North Aurora.
4. On-site consumption of cannabis shall be prohibited.
5. Adult-Use Cannabis Dispensing Organizations shall be located a minimum of one thousand five hundred (1,500) feet from the property line of any pre-existing Adult-Use Cannabis Dispensing Organization located in the Village of North Aurora.

VILLAGE OF NORTH AURORA

Exhibit F

Text of Title 17, Chapter 16, Section 16.3

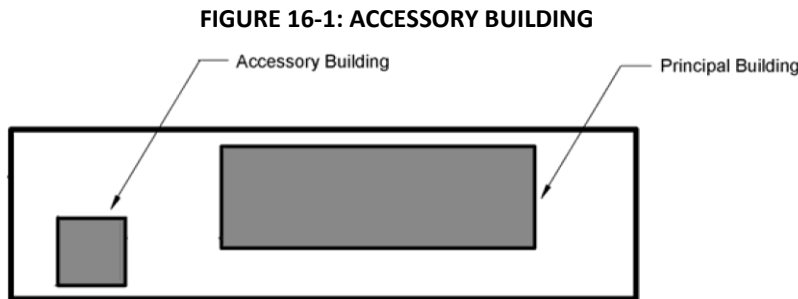
General Terms

16.3 General terms.

Aboveground Utility Cabinet or Cabinet. An aboveground structure, used by a service entity to provide communication service to the public, which has a volume above ground of greater than twenty-four (24) cubic feet, or linear size greater than four feet in any one dimension.

Abut. To have a common district boundary or zoning lot boundary. The terms "adjacent" and "adjoining" shall have the same meaning as abutting.

Accessory Building. A building located on the same lot as, and of a nature customarily incidental and subordinate in area, extent or purpose to, the principal building, the use of which is clearly incidental and subordinate to the principal building and not used for human habitation. Accessory Buildings may include (but not limited to) a detached garage, pool house, shed or workshop. (See Figure 16-1: Accessory Building)



Accessory Structure. A structure located on the same lot as, and of a nature customarily incidental and subordinate in area, extent or purpose to, the principal building, the use of which is clearly incidental and subordinate to the principal building. Accessory Structures may include (but not limited to) a deck, gazebo, patio pergola, or swimming pool.

Accessory Use. A use that is customarily incidental and subordinate to the principal use of a lot or building and located on the same lot as the principal use or building.

Addition or Enlargement. Any construction that increases the size of a building or structure in terms of site coverage, height, length, width or floor area.

Adult-Oriented Business. "Adult-Oriented Business" shall include the following, as defined by this section and this Ordinance: adult bookstores, adult entertainment cabarets, adult hotel/motel, adult motion picture theaters, adult novelty stores, and other similar uses.

- A. **Adult Bookstore.** An establishment having at least twenty-five (25) percent of its sales or display area devoted to books, magazines, films for sale or for viewing on premises by use of motion picture devices or by coin-operated means, and periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "Specified Anatomical Activities" or "Specified Anatomical Areas." This shall include any establishment with a segment or section devoted to the sale or display of such materials, or an establishment that holds itself out to the public as a purveyor of such materials based upon its signage, advertising, displays, actual sales, presence of video preview or coin-operated booths or any other factors showing the establishment's primary purpose is to purvey such material.
- B. **Adult Entertainment Cabaret.** A public or private establishment which features topless dancers, strippers, go-go dancers, male or female impersonators, lingerie or bathing suit fashion shows, not infrequently features entertainers who display "Specified Anatomical Areas." Included are those uses which feature entertainers who, by reason of their appearance or conduct, perform in a manner which is designed primarily to appeal to the prurient interest of the patron or features entertainers who engage in explicit simulation of "Specified Sexual Activities."

- C. **Adult Health Spa/Sauna.** A health spa, sauna or massage parlor that provides steam baths, heat bathing, massage, alcohol rub, fomentation, electric or magnetic treatment, or similar treatment or manipulation of the human body, and is distinguished or characterized by an emphasis on "Specified Sexual Activities" or "Specified Anatomical Areas."
- D. **Adult Hotel/Motel.** A hotel, motel or similar commercial establishment offering public accommodations for any form of consideration that provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes or video cassette recorders, DVDs or DVD players, slides, or other photographic reproductions for viewing or recording, characterized by an emphasis upon the depiction or description of "Specified Sexual Activities" or "Specified Anatomical Areas" and/or rents, leases or lets any room for less than a six-hour period, or rents, leases or lets any single room more than twice in a twenty-four-hour period.
- E. **Adult Motion Picture Theater.** A building or area used for presenting materials distinguished or characterized by an emphasis on matter depicting, describing or relating to "Specified Sexual Activities" or "Specified Anatomical Areas."
- F. **Adult Novelty Store.** An establishment having a substantial or significant portion of its sales or stock in trade consisting of toys, devices, clothing novelties, lotions and other items distinguished or characterized by their emphasis on or use for "Specialized Sexual Activities" or "Specified Anatomical Areas" including adult displays and adult products as defined in Chapter 5.52 of the North Aurora Municipal Code, Adult Products. This includes an establishment that holds itself out to the public as a purveyor of such materials based upon its signage, advertising, displays, actual sales or any other factors showing the establishment's primary purpose is to purvey such material.
- G. **Specified Sexual Activities.** For the purpose of this Ordinance, "Specified Sexual Activities" means: 1) human genitals in a state of sexual stimulation or arousal; 2) acts of human masturbation, sexual intercourse or sodomy; and 3) fondling or other erotic touching of human genitals, pubic region, buttocks or female breasts.
- H. **Specified Anatomical Areas.** For the purposes of this Ordinance, "Specified Anatomical Areas" means: 1) less than completely and opaquely covered human genitals, pubic region, buttocks or female breasts below a point immediately above the top of the areola; and 2) human genitals in a discernable turgid state, even if completely and opaquely covered.

Alley. A public or private right-of-way that normally affords a secondary means of access to abutting property. A street shall not be considered an alley.

Alteration. Any change in the size, shape, character, occupancy or use of a building or structure.

Alternative Tower Structure. Manmade trees, clock towers, bell steeples, light poles and similar alternative design mounting structures that camouflage or conceal the presence of antennas and towers.

Animal Hospital. An establishment for the care and treatment of the diseases and injuries of animals and where animals may be boarded during their convalescence. An "Animal Hospital" shall not include "Kennel."

Antenna. Any structure or device used to receive or radiate electromagnetic waves as defined by the FCC or any successor agency.

Antenna Structure. A structure which includes the radiating and/or receive system, its supporting structures, and any appurtenance mounted on them as defined by the FCC.

Arbor. A freestanding structure to support vines or climbing plants; also called a "Trellis."

Architectural Feature. A part, portion or projection that contributes to the aesthetics of a structure, exclusive of signs, that is not necessary for the structural integrity of the building or to make the structure habitable.

Arrays. A group of antennas arranged by a wireless telecommunications service provider and placed on a tower, structure or building at a given height and location to provide desired directional characteristics.

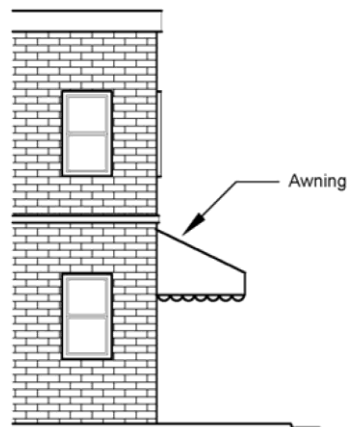
Art Gallery. A commercial establishment engaged in the sale, loan and/or display of paintings, sculpture, video art or other works. "Art Gallery" does not include "Cultural Facility," such as a library, museum or noncommercial gallery that may also display paintings, sculpture, video art or other works.

Assisted Living Facility. A licensed facility that provides daily assistance and long-term residence for disabled or elderly individuals. This includes a combination of housing, supportive services, personalized assistance and health care designed to respond to the individual needs of those who need help with activities of daily living, such as dressing, grooming, bathing, etc. An "Assisted Living Facility" shall not include "Independent Living Facility," or "Community Residence". Any such facility must have a Certificate of Need from the State of Illinois.

Attic. An unfinished space below the roof of a structure.

Awning or Canopy. A structure constructed of canvas, canvas-like or other materials that is supported by the exterior wall of a building and constructed on a supporting framework. Such a structure may be either a retractable or fixed structure. (See Figure 16-2: Awning or Canopy)

FIGURE 16-2: AWNING OR CANOPY

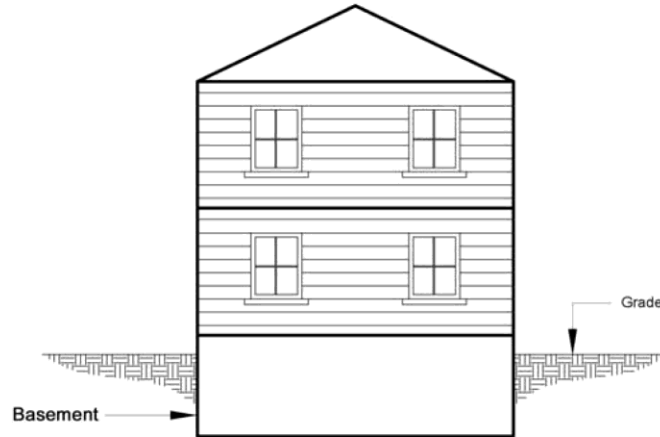


Balcony. A platform which projects from the exterior wall of a building above the ground floor, is exposed to the open air, has direct access to the interior of the building, and is not supported by posts or columns extending to the ground.

Bar / Tavern. Any public place that engages in the retail sale of alcoholic liquors for consumption on the premises with or without food and where the sale and consumption of liquor predominates the sale and consumption of food.

Basement. That portion of a building located partly underground, but having one-half or more of its clear floor-to-ceiling height below the average grade of the adjoining ground, which shall not count as a story. A basement with more than one-half of its clear floor-to-ceiling height above the average grade of the adjoining ground shall count as a story. (See Figure 16-3: Basement)

FIGURE 16-3: BASEMENT



Bay Window. A window which projects outward from the building that does not rest on the building foundation or on the ground.

Bed and Breakfast Guest Home. A residential building containing an aggregate of not more than five lodging rooms offered for rent to transient guests for a continuous period of thirty (30) days or less, and containing the owner's principal residence. Food may be served only to overnight guests, exclusively between the hours of 5:00 a.m. and 10:00 a.m. only if the kitchen facilities adhere to the regulations set forth by the Kane County Health Department.

Berm. An earthen mound designed to provide visual interest on a site, screen undesirable views, reduce noise or fulfill other such purposes.

Block. A tract of land bounded by streets or by a combination of one or more streets and public parks, cemeteries, railroad rights-of-way, bulkhead lines, shorelines of waterways or corporate boundary lines.

Body Piercing. To make a hole in the body or oral cavity in order to insert or allow the insertion of any ring, hoop, stud, or other object for the purpose of ornamentation of the body, but specifically excluding the standard transverse piercing of the ear lobe that is commonly performed in retail establishments in conjunction with the sale of earrings.

Bowling Alley. Indoor recreation facility for the sport of ten-pin or duck-pin bowling.

Buildable Area. The area of a lot remaining after the minimum yard and open space requirements of the Ordinance have been subtracted.

Buildable Lot. A lot on which a building or other structure may be erected in conformity with this Ordinance and other Village regulations.

Building. A structure enclosed on all sides with exterior walls, built, erected and framed by a combination of materials and having a roof to form a shelter of persons, animals or property.

Building, Attached. A building which has at least part of a wall in common with another building, or which is connected to another building by a roof.

Building, Detached. A building surrounded by open space on the same lot as another building. A building connected to another building only by an unenclosed structure, shall be deemed to be a separate detached building.

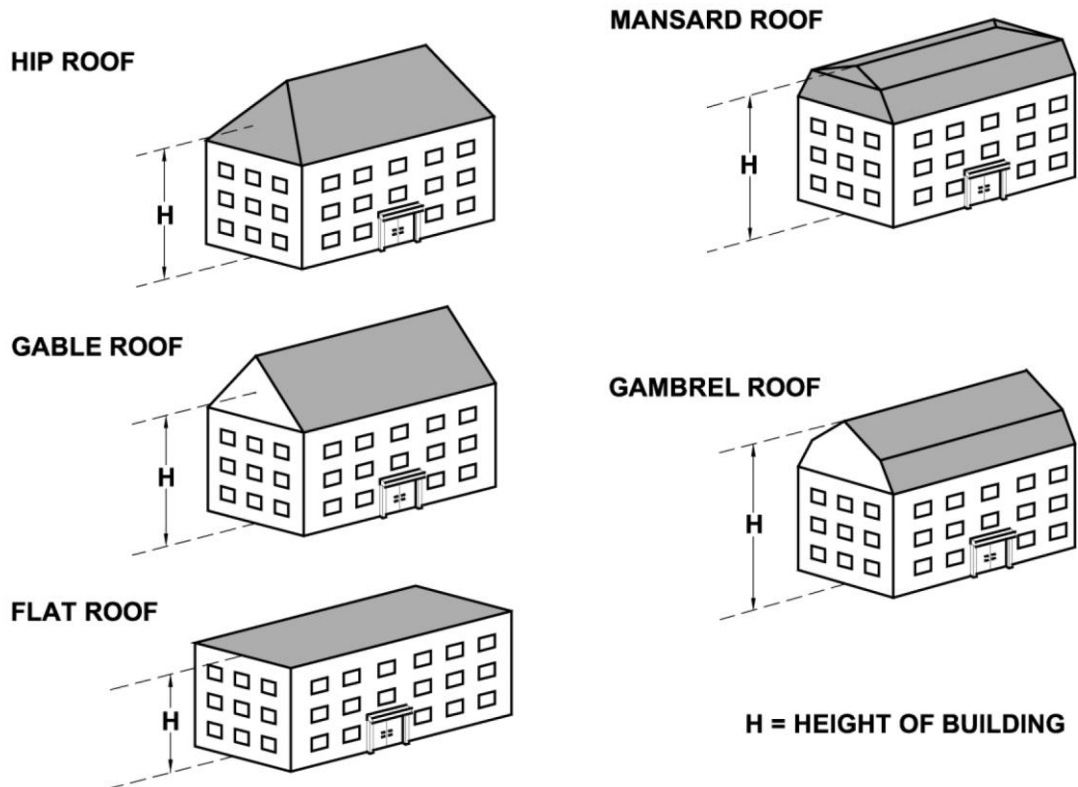
Building, Principal. A building on a zoning lot in which the principal use is conducted.

Building, Residential. A building which is arranged, designed, used or intended to be used for residential occupancy by one or more families or households. This shall include, but is not limited to, the following types: single-family dwellings, two-family dwellings, townhouse dwellings and multifamily dwellings.

Building, Temporary. Any building not designed to be permanently located, placed or affixed in the place where it is or where it is intended to be placed.

Building Height. The vertical distance measured from grade, as defined by this ordinance, to the highest point of the roof or the highest point of the structure, except for hip and gable roofs, where height will be measured at half the distance between the ridge and the eave. (See Figure 16-4: Building Height)

FIGURE 16-4: BUILDING HEIGHT



Building Line. The inner edge of any required yard or setback, and the corresponding outer edge of the buildable area.

Building Permit. An official document issued by the Village which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure.

Bulk. A term encompassing the regulation of the size, height and location of a structure as it relates to its zoning lot and to other structures.

Bus Storage Facility. An establishment used for the storage or layover of passenger buses or motor coaches.

Business. An enterprise that occupies time, attention, labor and materials, or where merchandise is exhibited or sold, or where services are offered.

Cannabis Business Establishment. An adult-use cannabis craft grower, cultivation center, dispensing organization, infuser organization, processing organization or transporting organization.

Cannabis, Craft Grower. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis

Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Cannabis, Cultivation Center. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Cannabis, Dispensing Organization. A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Cannabis, Infuser Organization or Infuser. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Cannabis, Processing Organization or Processor. A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Cannabis, Transporting Organization or Transporter. An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A. 101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

Car Wash. A commercial establishment engaged in the washing and cleaning of passenger vehicles, recreational vehicles or other light duty equipment, whether automatic or by hand, within an enclosed, or partially enclosed, building.

Carnival. Any aggregation of four or more attractions whether shows, acts, games of chance or skill, rides or amusement devices.

Cemetery. Land used or dedicated for the burial of the dead, including crematoriums, mausoleums, and necessary sales and maintenance facilities. Mortuaries may be included when operated within the boundary of such cemetery.

Chimney. A vertical shaft of reinforced concrete, masonry, or other material enclosing one or more flues, for the purpose of removing products of combustion from solid, liquid or gaseous fuel.

Christmas Tree Sales Lot. A retail sales operation, generally conducted wholly outdoors, that offers for sale on a temporary, limited basis, Christmas trees and related holiday items such as wreaths and Christmas tree stands.

Cigar / Hookah Lounge. A business or establishment that caters to patrons who smoke cigars or use smoking devices such as hookah pipes, water pipes, or vaping devices on the premises.

Circus. Any display of wild animals, spectacles made up of acts of physical skill and daring, acts with trained wild animals, displays of elaborate and colorful costumes and trappings, and comedy by clowns, sideshows, rides, amusement devices, games of chance or skill, and concession stands.

Club, Lodge or Hall. A membership organization which caters exclusively to members and their guests for social, intellectual, recreational or athletic purposes. A "Club, Lodge or Hall" may, subject to other regulations

controlling such uses, maintain dining facilities, possess a liquor license, or engage professional entertainment for the enjoyment of dues-paying members and their guests. "Club, Lodge or Hall" shall not include "Country Club."

Co-location. Placement of wireless telecommunications equipment from more than one service or service provider on a single tower or site.

Commercial Motor Vehicle. For the purposes of Title 17, commercial vehicles shall be any self-propelled or towed vehicle that meets one of the following categories:

- A. Has a gross vehicle weight, a gross vehicle weight rating, a gross combination weight, or a gross combination weight rating of 12,001 or more pounds (F Plate or greater).
- B. Is a box truck or cutaway (with any plate) where the passenger compartment is completely separate from the cargo area with seating for the driver and no more than one or two passengers.
- C. Has a gross vehicle weight, a gross vehicle weight rating, a gross combination weight, or a gross combination weight rating of 10,001 pounds to 12,000 pounds (D Plate) AND any one of the following characteristics: contains a bucket, lift, towing, dump bed, ladder storage or other similar equipment; is taller than ninety inches (90") in height; is designed to carry more than fifteen passengers.

Common Ownership. Ownership by the same person, corporation, firm, entity, partnership, or unincorporated association; or ownership by different corporations, firms, partnerships, entities, or unincorporated associations, in which one or more stockholder, partner, or principal owns an interest in each corporation, firm, partnership, entity, or unincorporated association.

Community Residence. A group residence consisting of a group home or specialized residential care home licensed, certified or accredited by the appropriate state or federal agencies, and serving as a single housekeeping unit for the housing of unrelated persons with functional disabilities who share responsibilities, meals, recreation, social activities and other aspects of residential living. "Community Residence" does not include a residence which services persons as an alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, nor does it include a nursing or medical facility.

- A. **Community Residence, Large:** A community residence providing living accommodations for more than eight residents, including live-in staff. Visiting staff who do not reside within the community residence shall not be counted for purposes of establishing the number of residents.
- B. **Community Residence, Small:** A community residence providing living accommodations for no more than eight residents, including live-in staff. Visiting staff who do not reside within the community residence shall not be counted for purposes of establishing the number of residents.

Compost Pile. An enclosed or partially enclosed collection of decaying plant product for the purpose of producing a stabilized humus-like material that is potentially beneficial to plant growth and usable as a soil conditioner, top soil, growing medium additive or other similar use.

Comprehensive Plan. The Comprehensive Plan of the Village of North Aurora, as adopted and amended by the Village Board.

Conforming Structure. Any structure that complies with all the regulations of this Ordinance for the zoning district in which such structure is located or is designed or intended for a conforming use.

Contractor Office. An establishment used for a contractor's business office and may include the repair, maintenance, or storage of a contractor's vehicles, equipment, or materials. Contractor office may include a contractor storage yard as an accessory use.

Contractor Storage Yard. Land used primarily for the storage of equipment, vehicles, machinery, building materials, paints, pipe, or electrical components used by the owner or occupant of a contractor office in the conduct of any building trade or building craft. Contractor storage yards are accessory to a contractor office.

Contractor Trailer. This use includes security trailers, construction equipment sheds, contractor trailers and similar uses incidental to a construction project and sales of homes within a newly constructed development.

Convenience Store. A small retail establishment with a floor area of 5,000 square feet or less that sells a limited line of food and beverages, groceries, and household items intended for the convenience of the neighborhood or travelers.

Crematorium. A facility for reducing corpses to ash. Crematoriums do not include incinerating establishments used to dispose of toxic or hazardous, infectious or narcotics materials.

Cultural Facility. A use that is open to the public and provides cultural services and facilities including, but not limited to, museums, cultural centers, historical societies, aquariums and libraries operated by a public, private or nonprofit organization.

Data Center. A building or part of a building containing a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data.

Day. When used in this Ordinance, "Day" shall mean one calendar day.

Day Care Center, Adult. A facility, other than within a residential dwelling unit, providing care for elderly and/or functionally impaired adults in a protective setting for less than twenty-four (24) hours per day. "Adult Day Care Center" does not include a program operated by a "Place of Worship," that provides care for elderly and/or functionally impaired adults in a protective setting for less than twenty-four (24) hours per day.

Day Care Center, Child. A facility, other than within a residential dwelling unit, providing care for children in a protective setting for less than twenty-four (24) hours per day. "Child Day Care Center" does not include a program operated by an "Educational Facility" (all types) or "Place of Worship," that provide care for children three years of age or older for less than twenty-four (24) hours per day.

Day Care Home, Adult. A residential dwelling in which a permanent occupant of the dwelling provides care in a protective setting for elderly and/or functionally impaired adults who do not spend the night at the dwelling.

Day Care Home, Child. A residential dwelling in which a permanent occupant of the dwelling provides care in a protective setting for children who do not spend the night.

Deck. A raised platform structure built above grade on supporting posts or columns, which is open to the sky and attached to the principal building. "Deck" shall not include "Balcony."

Density. The number of dwelling units per net acre or applicable portion of an area counted for density limitation purposes as more specifically prescribed for particular zoning districts.

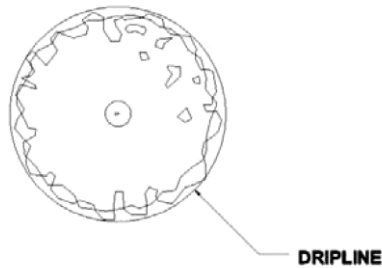
District. A contiguous portion of the Village within which certain uniform regulations and/or requirements, apply under the provisions of this Ordinance.

Dog House. An accessory structure designed for the containment of dogs and other domesticated animals.

Dog Run. An enclosed outdoor area intended for the exercising and/or containment of dogs and other domesticated animals.

Drip Line. An imaginary line encircling a tree corresponding to the furthest extension of the tree foliage. (See Figure 16-5: Drip Line)

FIGURE 16-5: DRIP LINE



Drive-Through Facility. Premises used to provide or dispense products or services through an attendant, window or automated machine, to persons remaining in motor vehicles in a designated stacking aisle. A "Drive-Through Facility" often exists in combination with other uses.

Driveway. A paved strip of land designed and intended for providing vehicular access between the street and a parking space or garage of private or public property.

Driving Range. An area equipped with distance markers, clubs, balls and tees for practicing the striking of golf balls. Miniature golf courses are considered an "Outdoor Recreation Facility" and not a "Driving Range."

Dry Cleaner, Retail. An establishment which launders or dry cleans articles dropped off on the premises directly by the customer or where articles are dropped off, sorted, and picked up but where laundering or cleaning is done elsewhere.

Dwelling. A building, or portion of a building, designed or used exclusively for residential purposes, including single-family, two-family, townhouse and multifamily dwellings, but not including trailers, "Hotel/Motels," "Bed and Breakfast Guest Homes" or automobiles.

Dwelling, Above the Ground Floor. Dwelling units within multi-story buildings located above nonresidential uses on the ground floor.

Dwelling, Attached. A single structure containing more than one dwelling unit, each of which is designed to be occupied as a separate permanent residence for one household or family, including residential units in condominiums, townhomes, duplexes and similar multifamily buildings. Each dwelling is separated from the other by a wall extending from the ground to the roof or a ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units.

Dwelling, Duplex. See Dwelling, Two-Family.

Dwelling, Multifamily. A building designed as a single structure containing three or more individual dwelling units where each dwelling unit has an individual entrance to a common hallway or the outdoors. "Dwelling, Multifamily" shall not include "Dwelling, Townhouse."

Dwelling, Single-Family. A building containing one individual dwelling unit, which is located on an individual zoning lot and is not attached to any other dwelling unit.

Dwelling, Townhouse. A building designed as a single structure consisting of no less than three dwelling units, with no other dwelling, or portion of other dwelling, directly above or below, where each unit has a separate entrance and direct ground level access to the outdoors. These units are connected to other dwelling units by a single party wall with no opening.

Dwelling, Two-Family. A building designed as a single structure, containing two attached dwelling units, each of which is designed to be occupied as a separate permanent residence for one household or family. Each dwelling is separated from the other by a wall extending from the ground to the roof extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units. Each dwelling unit shall have an individual entrance.

Dwelling Unit. A dwelling unit consists of a room or group of rooms, which include permanently installed bathroom and kitchen facilities, and are arranged, designed and used as living quarters for one family or household.

Easement. An interest in land that provides for a specified use of that land by a person(s) other than the fee owner.

Eave. The projecting edges of a roof overhanging the wall of a building.

Educational Facility, College/University. A post-secondary institution for higher learning that grants associate or bachelor degrees. The institution may also have research facilities, and/or professional schools that grant master and doctoral degrees. "Educational Facilities, College/University" also includes post-secondary theological schools for training ministers, priests or rabbis. "Educational Facilities, College/University" shall not include "Educational Facilities, Commercial, Vocational, or Trade."

Educational Facility, Commercial, Vocational or Trade. A school established to provide for the teaching of industrial, trade, clerical, managerial or artistic skills. This definition applies to schools that do not offer a complete educational curriculum that grants associate or bachelor degrees. "Educational Facilities, Commercial or Trade School" shall not include "Educational Facilities, College/University."

Educational Facility, Elementary and/or Secondary (Nonresidential). A public, private or parochial school offering instruction at the elementary, junior and/or senior high school levels. "Educational Facilities, Primary/Secondary" also includes secondary theological schools for training ministers, priests or rabbis.

Educational Facility, Elementary and/or Secondary (Residential). A public, private or parochial school offering instruction at the elementary, junior and/or senior high school levels that includes residential boarding facilities for its students.

EME/RF Study. A study of the amount of electromagnetic energy (EME) and radiofrequency (RF) emitted by a wireless telecommunications antenna.

Encroachment. The extension or placement of any structure or component of a structure into a required yard.

Entertainment / Recreation Facility, Indoor. An establishment that provides specialized indoor facilities for spectator or participant uses. Typical uses include, but are not limited to, arcades, arenas, auditoriums, ball courts, billiard halls, bowling alleys, gymnasiums, laser tag, miniature golf courses, pools, skating rinks, theaters, trampoline parks, water slides, and other similar facilities. Incidental sales of food and beverages is permitted.

Entertainment / Recreation Facility, Outdoor. An establishment that provides facilities for spectator or participant uses conducted outdoors in open or only partially enclosed facilities. Typical uses include, but are not limited to, amusement parks, ball fields, fairgrounds, miniature golf courses, music arenas, outdoor stadiums, outdoor theaters, raceways, rodeos, skateboard parks, swimming pools, theme parks, tennis courts, and other similar facilities. Incidental sales of food and beverages is permitted.

Erect. To build, construct, attach, hang, place, suspend or affix.

Exception. Modification to existing zoning and/or subdivision control standards within a zoning district granted as part of the special use or planned unit development application process.

Exterior Kitchenette. A complete cooking facility located outdoors typically involving a sink, stove or similar cooking range appliance and a food preparation counter.

Fall Zone. The area within a prescribed radius around the base of a wireless telecommunications tower. This is the area within which there is a potential hazard from falling debris, such as ice, collapsing material or the collapse of the tower itself.

Family. One or more persons related by blood, marriage, or adoption, who are living together in a single dwelling and maintaining a common household. A "Family" includes any domestic servants and not more than one

gratuitous guest residing with such "Family." This definition does not include convents, rectories, sororities, fraternities or similar uses.

Farm Stand. A structure for the seasonal display and sale of agricultural products.

Farmer's Market. The offering for sale of produce or processed, packaged or prepared food, subject to the procedures and regulations set forth in the Village of North Aurora Municipal Code.

Fence. An artificially constructed barrier of wood, masonry, stone, wire, metal or other combination of materials of thirty (30) inches or more in height erected to enclose, screen or separate areas. Artificial barriers of less than thirty (30) inches shall be considered a landscape feature.

Fence, Open. A fence, including any gates, designed and constructed so that the surface area of any segment of such fence contains at least fifty (50) percent open space as compared to solid materials.

Fence, Solid. A fence, including gates, made entirely of opaque material.

Financial Service Establishment. Institution that provides personal, commercial, and retail money holding, investment and lending services, with or without walk-up only automatic teller machines. This classification includes establishments such as banks, savings and loans, mortgage lending offices, credit unions, securities and brokerage offices. A "Financial Institution" shall not include a currency exchange, payday or title loan agency.

Floor Area, Gross. The sum of the gross horizontal area of the plans of the several floors of a building, as measured from the outside face of the walls.

Floor Area Ratio (FAR). The numerical value obtained by dividing the gross floor area of a building or buildings by the lot area on which such building or buildings are located, as measured from the outside face of the walls.

Food or Beverage Production, Processing or Bottling. Any use involving the preparation, production, processing, canning, or bottling of items meant for human consumption.

Footcandle. A unit of illumination equivalent to the light intensity at all points a distance of one foot from the power of one candle.

Frequency. The number of oscillations per second in a sound wave and an index of the pitch of the resulting sound.

Funeral Home. A building used for the preparation of the deceased for burial, display and rituals before burial or cremation. A "Funeral Home" includes chapels located within the building used for the display of the deceased and the conducting of rituals before burial or cremation.

Garage. A building, either attached or detached, used or designed to be used for storage of vehicles, equipment boats and accessory storage related to the use of the principal dwelling.

Gas Station. A business facility which is primarily distinguished by the retail sale of gasoline and related petroleum products necessary for the day-to-day operation of motor vehicles and commonly referred to as a "gas station." Such a facility may, in addition, offer a car wash and/or convenience store.

Gazebo. A freestanding outdoor structure that is open-sided and designed for recreational use and not for habitation.

Glare. Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see, or, in extreme cases, causing momentary blindness.

Golf Course. A tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course may include a clubhouse, restrooms and shelters as accessory uses. A "Driving Range" may be included as part of a "Golf Course."

Grade. The average level of the finished surface of the ground adjacent to the exterior walls of the building or structure.

Green Roof. The creation of contained green space on the roof of a structure, where plants are not planted in the ground but applied as another layer of the roofing system.

Guest House. A detached accessory building located on the same zoning lot as the principal building and containing living quarters for temporary guests.

Guest, Permanent. A person who occupies or has the right to occupy a hotel or apartment hotel accommodation as his or her domicile and place of permanent residence.

Health and Athletic Center. An establishment that provides exercise facilities such as running, jogging, aerobics, weight lifting, court sports and swimming, as well as locker rooms, showers, massage rooms, saunas and other related accessory uses.

Hedge. A row of closely planted shrubs, bushes or other kind of plant forming a boundary or fence.

Home Occupation. An occupation carried on in a dwelling unit by the resident, where the use of the dwelling unit for the occupation is secondary to and coextensive with the use of the dwelling unit for residential purposes.

Hospital. An institution providing health services primarily for inpatient, or medical or surgical care for the sick or injured, and including the related facilities located within a "Hospital," such as laboratories, outpatient departments, training facilities and classrooms, central service facilities and staff offices that are integral to the facility.

Hot Tub. An artificial container of water designed with a mechanical air injection system and/or circulating device for recreational use.

Hotel. An establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include, but shall not be limited to, conference and meeting rooms, restaurants, bars and recreational facilities.

Household. The person or persons living together in a dwelling unit.

Impervious Surface. The portion of a site occupied by structures, pavement or other surfaces that do not allow for the absorption of water.

Independent Living Facility. A residential complex containing dwellings where the occupancy is limited to persons who are fifty-five (55) years of age or older or, if two persons occupy a unit, at least one shall be fifty-five (55) years or older. Such facilities may include common areas for meals and socializing, offer minimal convenience services, but exclude institutional care such as medical or nursing care. An "Independent Living Facility" shall not include "Assisted Living Facility," "Community Residence" or "Nursing Home."

Indirect Light. Direct light that has been reflected or has scattered off of other surfaces.

Industrial, Heavy. The manufacturing or compounding of raw materials, which may include the storage of large volumes of highly flammable, toxic matter or explosive. This manufacturing may involve outdoor operations as part of their manufacturing process. Typical heavy industrial uses include, but are not limited to: concrete batch plants, concrete, tile, or brick manufacturing, motor vehicle, and tire assembly, chemical processing, metal casting or foundries, gas manufacturing, grain milling or processing, refining, smelting, or alloying, petroleum or petroleum products. Heavy manufacturing processes ordinarily have greater than average impacts on the environment, or that ordinarily have significant impacts on the use and enjoyment of adjacent property in terms of noise, smoke, fumes, odors, glare or health and safety hazards.

Industrial, Light. The manufacturing, sorting, processing, fabrication, assembly, treatment, or packaging of previously prepared materials, finished products or parts, and incidental storage, sales, and distribution of such materials, products, or parts, provided all industrial activities are contained entirely within a building and noise, odor, smoke, heat, glare, and vibration resulting from the industrial activity are confined entirely within the building.

Industrial, Medium. The manufacturing, sorting, processing, fabrication, assembly, treatment, or packaging of products from processed or unprocessed raw materials, and incidental storage, sales, and distribution of such

products. Such activities may produce noise, vibrations, illumination, or particulate that is perceptible to adjacent land users but is not offensive or obnoxious.

Industrial Park. A special or exclusive type of planned industrial area designed and equipped to accommodate a community of industries, providing them with all necessary facilities and services. Industrial parks may be promoted or sponsored by private developers, community organizations, or government organizations.

Intensity of Use. Any factor such as square feet of gross floor area, number of dwelling units or number of employees used as a basis for requiring parking or loading facilities.

Junk Yard/Scrap Yard. An establishment used for the storage, disassembly, processing, or salvage of equipment, machinery, motor vehicles, or similar material.

Kennel. An establishment where pet animals owned by another person are temporarily boarded for pay or remuneration of any sort. "Kennel" shall include those facilities where pet animals are boarded for the day. "Kennel" shall not apply to zoos or animal hospitals operated by veterinarians duly licensed under the law where the boarding of animals is accessory to medical treatment.

Laboratory, Commercial. Facilities for research, development, analyzing, and testing of products but not primarily facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. Such facilities may include, but are not limited to, technology-intensive fields such as chemical, biological, pharmaceutical, environmental, electronics, building materials and genetic research.

Land Banking. Designating land on a site to be held and preserved for an identified future purpose, such as additional parking. See "Parking, Land Banked."

Laundromat. A facility where patrons wash and dry clothing or other fabrics in machines operated by the patron.

Laundry Establishment, Commercial. A building, portion of a building, or premises used for cleaning clothing, fabrics, textiles, or articles of any sort in bulk. Such facilities are generally not open to the public and take delivery of items to be cleaned from trucks or vans.

Lighting, Shielded. A fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

Lighting, Unshielded. A fixture that allows light, either directly from the lamp or indirectly from the fixture or a reflector, to be emitted above the horizontal plane running through the lowest point on the fixture where light is emitted.

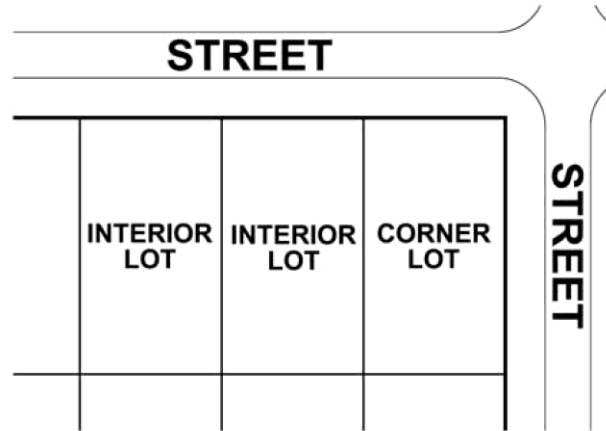
Loading Spaces. A location within a loading facility exclusive of driveways, aisles, maneuvering areas, ramps, columns, landscaping areas, office and work areas for the temporary parking of a commercial vehicle while loading or unloading goods or materials.

Lot. A parcel of property that has been identified separately from other parcels of property through the formal subdivision or resubdivision process.

Lot Area. The computed area contained within the boundary lines of a lot.

Lot, Corner. A lot situated at the junction of, and abutting on, two or more intersecting streets. (See Figure 16-6: Corner and Interior Lots)

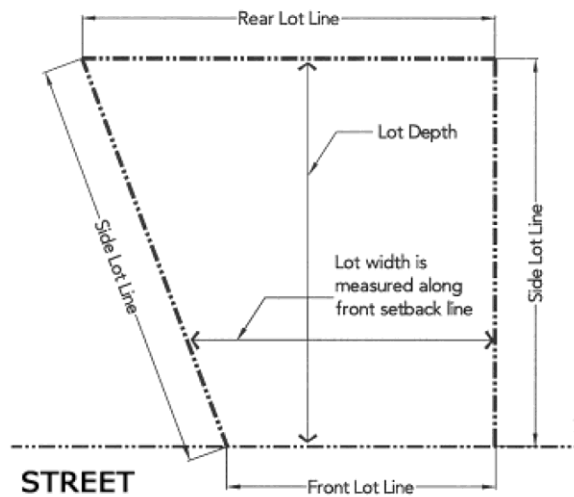
FIGURE 16-6: CORNER AND INTERIOR LOTS



Lot Coverage. The portion of a lot that is occupied by buildings or structures, including accessory buildings, expressed as a percentage of total lot area. Lot coverage shall not include accessory structures.

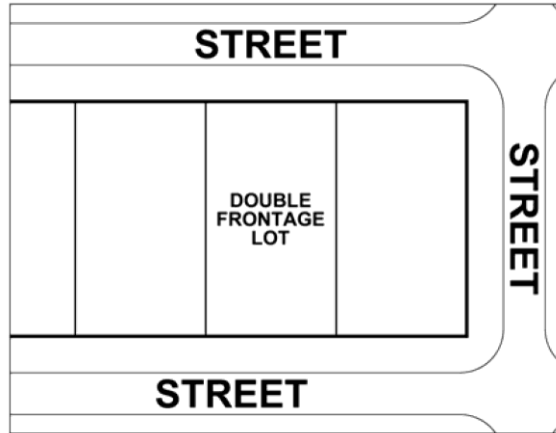
Lot Depth. The distance between the front lot line and the rear lot line of a lot, determined by measuring from the deepest point of the rear lot line to the front lot line. (See Figure 16-8: Lot Width and Lot Depth)

FIGURE 16-8: LOT WIDTH AND LOT DEPTH



Lot, Double-Frontage. A lot, sometimes referred to as a "through lot," having frontage on two streets at opposite ends of the lot, which is not a "Corner Lot." (See Figure 16-9: Double-Frontage Lot)

FIGURE 16-9: DOUBLE-FRONTAGE LOT



Lot, Interior. A lot other than a corner lot or a double-frontage lot. (See Figure 16-6: Corner and Interior Lots)

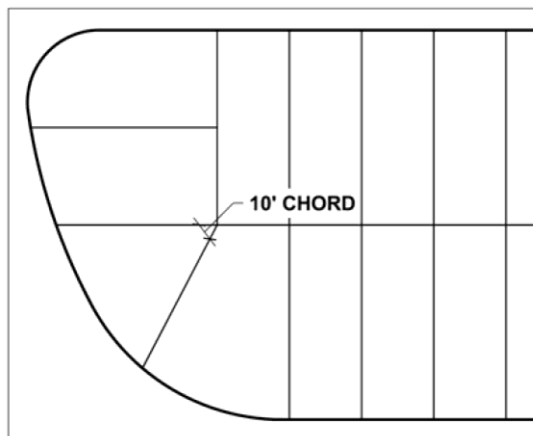
Lot Line. A property boundary line of any lot.

Lot Line, Front. The lot line which abuts an existing or dedicated street. For the purposes of this Ordinance, the "Front Lot Line" of a "Corner Lot" or a "Reverse Corner Lot" shall be the shortest street frontage of the lot.

Lot Line, Interior. A lot line which does not abut a street or alley.

Lot Line, Rear. The boundary of a lot which is most distant from and is, or is approximately, parallel to the front lot line. In the case of an irregular or triangular shaped lot and for purposes of determining the rear yard dimension, the rear lot line shall be deemed to be a line ten (10) feet in length, within the lot, which is parallel to and at a maximum distance from the front lot line. The ten-foot chord for an irregular lot is shown in Figure 16-10: Rear Lot Line Chord for Irregular Lots.

FIGURE 16-10: REAR LOT LINE CHORD FOR IRREGULAR LOTS

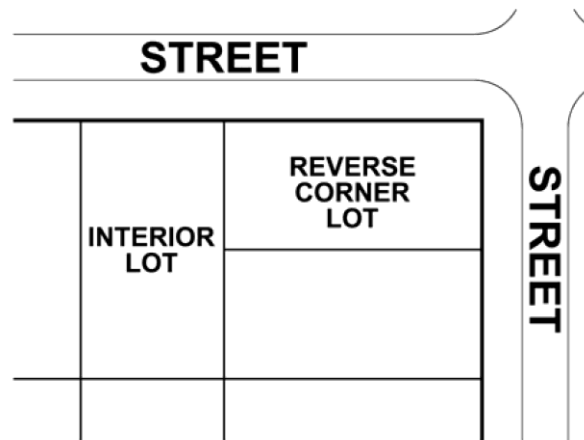


Lot Line, Side. Any boundary of a lot that is not a front lot line or a rear lot line.

Lot of Record. A single lot which is part of a subdivision or resubdivision which has been recorded in the Office of the Register of Deeds of Kane County, Illinois.

Lot, Reverse Corner. A "Corner Lot" where the side lot line adjoining a street is substantially a continuation of the front lot line of the first lot to its rear. (See Figure 16-11: Reverse Corner Lot)

FIGURE 16-11: REVERSE CORNER LOT



Lot Width. The minimum horizontal distance between the side lot lines of a lot measured at the required front yard setback line. (See Figure 16-8: Lot Width and Lot Depth)

Lot, Zoning. A single tract of land located within a single block which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed or built upon as a unit, under single ownership or control. A "Zoning Lot" may or may not coincide with a "Lot of Record."

Luminaire. A complete lighting unit extending from a support structure, parallel to the ground, consisting of a light source and all necessary mechanical, electrical and decorative parts. A "Luminaire" does not include a pole or other support.

Marquee. A permanent structure constructed of durable material extending perpendicular from part of the wall of a building but not supported by the ground.

Maximum Permissible Exposure (MPE). A standard devised by the FCC to calculate safe levels of exposure of persons to radiofrequencies, such as those emitted by wireless telecommunications antennas.

Microbrewery / Microdistillery / Microwinery. An Establishment where beer, wine, or spirits are manufactured by the holder of a state craft brewery or craft distillery license. As a principal use, the establishment may include a taproom which is open to the public primarily for the sale of beer, wine, and/or spirits manufactured on-site for on-site and/or off-site consumption. As an accessory use, Microbrewery shall be permitted only in conjunction with a Restaurant.

Mixed Use Development. The development of a tract of land or building or structure with two or more different uses in a compact urban form. Uses are limited to residential, office, retail, educational and civic.

Mobile Home. A structure on wheels designed and constructed for dwelling purposes which contains cooking, sanitary and electrical facilities and has a gross area of three hundred (300) square feet or more, and which conforms to ICC code requirements for residential uses.

Motel. An establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service in which the rooms are primarily accessible from an outdoor parking area.

Motor Vehicle. Any self-propelled wheeled vehicle designed primarily for transportation of persons or goods along public streets.

Motor Vehicle Repair, Major. Such use includes everything in Motor Vehicle Repair, Minor and establishments involved in engine or transmission rebuilding or reconditioning, collision service, painting, repair or replacement of major vehicle systems.

Motor Vehicle Repair, Minor. Such use includes the repair and replacement of cooling, electrical, fuel and exhaust systems, brake replacements and adjustments, tire replacement and repairs, wheel servicing, oil changes,

battery replacements, repair and replacement of shock absorbers and suspension systems, and repair and installation of radio and entertainment systems.

Motor Vehicle Dealership. Any business establishment that sells or leases new or used motor vehicles, A "Motor Vehicle Dealership" may maintain an inventory of the vehicles for sale or lease either on-site or at a nearby location and may provide on-site facilities for the repair and service of the vehicles sold or leased by the dealership.

Motor Vehicle Rental Establishment. Rental of motor vehicles, trailers and vans, including incidental parking and servicing of rental vehicles.

Nightclub. An establishment serving food and/or liquor and providing music and space for dancing by patrons only. A nightclub shall not include an adult business.

Nonconforming Lot. A lot of record that does not meet the lot area or lot width requirements of this Ordinance for the zoning district in which it is located.

Nonconforming Structure. An existing structure that does not meet the requirements of this Ordinance.

Nonconforming Use. An existing use that does not meet the requirements of this Ordinance.

Nursery School or Preschool. A facility for the education of five or more children of pre-elementary school age.

Obscene. Any material or performance if: 1) the average person, applying contemporary adult community standards, would find that, taken as a whole, it appeals to prurient interest; and 2) the average person, applying contemporary adult community standards, would find that it depicts or describes, in a patently offensive way, ultimate sexual acts or sadomasochistic sexual acts, whether normal or perverted, actual or simulated, masturbation, excretory functions or lewd exhibition of the genitals; and 3) taken as a whole, it lacks serious literary, artistic, political or scientific value.

Occupancy Certificate. A certificate that permits the use and/or occupancy of a structure or portion of a structure after it is constructed, reconstructed, remodeled or moved, indicating that the proposed occupancy or use complies with all the provisions of the Zoning Ordinance.

Octave Band. Dividing the range of sound frequencies into octaves in order to classify sound according to pitch.

Off-Track Betting Establishment. A building in which patrons may wager on horse, harness or greyhound racing that is not located within a race track.

Office Park. A zoning lot that has been planned, developed and operated as an integrated facility for a number of separate office buildings and supporting ancillary uses with special attention to circulation, parking, utility needs, aesthetics and compatibility.

Office, Business and/or Professional. A use that engages in the processing, manipulation or application of business information or professional expertise. Such an office may or may not offer services to the public. A "Professional Office" is not materially involved in fabricating, assembling or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services. It is characteristic of a "Professional Office" that goods are not manufactured, assembled or shown or sold on the premises to a customer. Examples include, but are not limited to, professional offices for nonprofit organizations, advertising, accounting, investment services, insurance, contracting, architecture, engineering, legal services, planning and real estate services. "Professional Office" does not include government offices.

Office, Medical and/or Dental. An outpatient facility operated by one or more licensed physicians, dentists, chiropractors or other licensed practitioners of the healing arts. "Medical Office" shall also include alternative medicine clinics, rehabilitation centers, imaging centers, testing centers, as well as medical and dental laboratories incidental to the medical office use.

Open Space (Bulk Regulation). Land within a zoning lot devoted to landscaping, lawns and other similar uses. Open space shall not include structures, driveways, streets, parking lots or spaces, sidewalks, plazas, terraces, patios, swimming pools, decks or other similar impervious or semi-impervious surfaces.

Open Space (Permanent Common). Any land held and developed as permanent open space or any land dedicated to the public as parks, playgrounds, parkway medians, landscaped green space, conservation easement, schools, community centers or other similar areas held in public ownership or covered by an open space easement.

Ordinance. This Zoning Ordinance, as from time to time amended.

Outdoor Dining. A seating area located outdoors of a contiguous restaurant, usually in addition to an indoor seating area.

Outdoor Lighting. The nighttime illumination of an outside area or object by any manmade device located outdoors that produces light by any means.

Outdoor Lighting, Temporary. The specific illumination of an outside area or object by any man-made device located outdoors that produces light by any means for a period of less than seven days, with at least one hundred eighty (180) days passing before being used again.

Outdoor Sales and Display. The outdoor sale and/or display of goods, accessory to the principal use.

Outdoor Storage. The keeping of any goods, material, merchandise or equipment outside of an enclosed building. An item shall be deemed to be in storage if it is being maintained or repaired on the premises. Outdoor storage is an accessory use.

Owner. A titleholder of record, or if title is held in trust, the beneficiary of the trust. A long-term lessee may also be deemed an owner, provided that at time of application, not less than twenty (20) years remain on the lease.

Particulate Matter. Dust, smoke, or any other form of airborne pollution in the form of minute separate particles.

Parapet Wall. That portion of a wall which extends above the roof line.

Parcel. A tract or plot of land of any size that may or may not be subdivided or improved.

Park. A noncommercial, not-for-profit facility designed to serve the recreation needs of the residents of the community. "Parks" include, but are not limited to, ballfields, football fields, soccer fields, basketball courts, playgrounds and park district field houses that may have indoor recreation facilities.

Parking, Land Banked. Land designated on a zoning lot or part of a zoning lot to be held and preserved for an additional parking at a future time.

Parking, Off-Street. The storage space for vehicles that is located on a zoning lot.

Parking, Tandem. A parking space within a group of two or more parking spaces arranged one behind the other.

Parking Lot (Principal Use). A zoning lot that is an open, hard-surfaced area, other than street or public way, available to the public, designed and intended primarily for the storage, for limited periods of time, of operable passenger automobiles and commercial vehicles. Such storage may be for compensation, free or as an accommodation to residents of a multifamily dwelling, or clients and customers of a business.

Parkway. The area between the property line and the curb or, in the absence of a curb, between the property line and the nearest edge of the street paving.

Party Wall. A wall starting from the foundation and extending continuously through all stories to or above the roof, that separates one building from another, but is in joint use by each building.

Patio. An impervious, or semi-impervious, surface at finished grade designed and intended for recreational use by people and not as a parking space.

Pawn Shop. An establishment that lends money on the deposit or pledge of physically delivered personal property, and who may also purchase such property on the condition of selling it back again at a stipulated price. "Pawn Shop" shall include establishments that buy personal property, such as jewelry or artwork made of gold or other valuable metals for refining.

Payday or Title Loan Agency. An establishment providing loans to individuals in exchange for receiving personal checks or titles to the borrowers' motor vehicles as collateral. A "Payday or Title Loan Agency" shall not be considered a "Financial Institution."

Performance Standards (Environmental). A criterion to control noise, odor, smoke, toxic or noxious matter, vibration, fire and explosive hazards, or glare of heat generated by or inherent in use of land or buildings.

Pergola. A freestanding structure usually consisting of parallel colonnades supporting an open roof of girders and cross rafters. A "Pergola" is built as an outdoor structure with lattice or open slat roof for partial shade.

Permitted Use. A use permitted in a zoning district upon satisfaction of the standards and requirements of this Ordinance. A permitted use does not require special administrative review and approval.

Person with a Disability. A person has a "disability" for purposes of the Americans with Disabilities Act (ADA) if she or he: 1) has a physical or mental impairment that substantially limits a major life activity; 2) has a record of such an impairment; or 3) is regarded as having such an impairment. A person must satisfy at least one of these three parts of the definition to be considered an individual with a disability.

Personal Training Establishment. An indoor facility providing instructional athletics including but not limited to aerobic exercise, weightlifting activities or martial arts in a class setting or individual training format.

Place of Worship. A building, together with its accessory buildings and uses, where persons regularly assemble for religious purposes and related social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain religious ceremonies and purposes.

Planned Unit Development. The subdivision and/or development of a land area as a single unified development, where certain Zoning Ordinance regulations, such as bulk and use standards, may be modified to allow for more flexible planning in conformance with the planned unit development standards and approval processes.

Principal Building. A building in which a primary use of the lot on which it is located is conducted.

Principal Use. The main use of land or buildings as distinguished from an accessory use.

Property Line. The lines forming the boundary of a lot, parcel, or zoning lot.

Public Way. Any sidewalk, street, alley, roadway, highway, or other public thoroughfare within a public right-of-way.

Retail Goods/Services. A commercial establishment that provides physical goods, products, merchandise, or provides a service directly to the consumer for purchase. Retail Goods/Service establishments may include but are not limited to appliances stores sales and service, bicycle stores, clothing stores, dry goods stores, florist, hardware stores, hobby shops, leather goods, locksmiths, music stores, office supply stores, shoe sales or repair, sporting goods stores, toy stores, and other similar uses provided they are not specifically listed as a permitted or special use in any other section.

Recreational Vehicle. A vehicle, or similar means of human transportation, used primarily for recreational purposes, which shall include, but is not limited to, the following:

- A. **Boat/Raft.** Any unit that is used for water travel.
- B. **Camper Trailer.** A non-self-propelled motor vehicle designed to be towed and designed to be used as a temporary dwelling for travel or recreational use.

- C. **Motor Home.** A portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
- D. **Pickup Coach.** A structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation uses.
- E. **Snowmobile.** A motorized vehicle used for travel over snow or ice.
- F. **Utility Trailers.** A vehicle, enclosed or non-enclosed, without its own motive power (excluding semitrailers) that is designed and constructed to transport another vehicle, such as a car, boat, motorcycle, or snowmobile, or to transport equipment and/or tools, such as lawn mowers, etc., and that is eligible to be licensed or registered and insured for highway use.

Real Estate Model Unit. A residential unit temporarily used for display purposes as an example of dwelling units available or to be available for sale or rental in a particular subdivision or other residential development. Model units may also incorporate sales or rental offices for dwellings within the development.

Recycling Center. A facility in which recyclable material is collected, separated, processed, baled, or otherwise prepared prior to shipment to another facility for remanufacture into new materials.

Refuse Dump. Land used for the disposal of waste matter and related material.

Rehabilitation Facility. Structures and land used for the treatment of alcohol, drug abuse, or other addictions, where one or more patients are provided with care, meals and lodging.

Restaurant. A structure in which the principal use is the preparation and sale of food and beverages for consumption on the premises or for carry-out. "Restaurant" shall not include accessory restaurants, snack bars or refreshment stands accessory to other principal uses. A "Restaurant" with live performances (music, theater, etc.) shall be considered live entertainment.

Ringelmann Chart. A chart described by the U.S. Bureau of Mines used to estimate the light-obscuring capacity of smoke and smoke density.

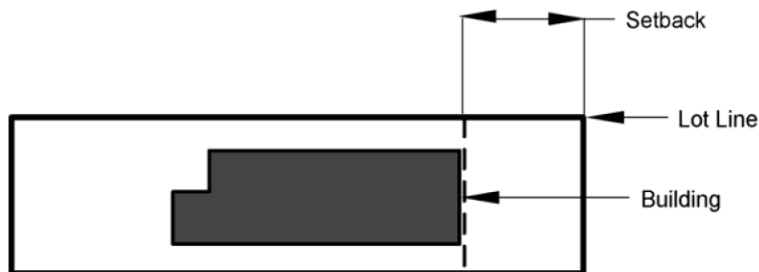
Ringelmann Number. A figure from the Ringelmann Chart that coincides most nearly with the light-obscuring capacity of smoke.

Satellite Dish Antenna. A dish antenna designed for transmitting signals to a receiver or receiving station or for receiving television, radio, data, communication or other signals from other antennas, satellites, or other services.

Self-Service Storage Facility. A facility used only for the storage of personal property or commercial inventory where individual renters control individual storage spaces.

Setback. The minimum distance by which any building or structure must be separated from a property line. (See Figure 16-12: Setback)

FIGURE 16-12: SETBACK



Shade Tree. A deciduous tree planted primarily for its high crown of foliage or overhead canopy. A large shade tree is over forty (40) feet in height. Medium shade trees are between twenty-five (25) and forty (40) feet in height. Small shade trees reach up to twenty-five (25) feet in height.

Shed. A relatively small accessory building often purchased pre-built or as a kit in pre-fabricated sections not designed to be served by heat or plumbing. A "Shed" is typically intended to store lawn, garden or pool care equipment.

Shopping Center. A group of retail and other commercial units that is planned, owned and managed as a single property.

Short Term Rental. A dwelling used as a primary residence that is either wholly or partially rented for a short period of time (less than thirty (30) days at a time) to transients or temporary guests. Short Term Rentals shall not include "Hotels", "Motels," or "Bed and Breakfast Guest Homes".

Sign. A name, identification, description, display, illustration or attention-getting device which is affixed to or painted or represented directly or indirectly upon a building or other outdoor surface or lot, and which directs attention to a person, business, product, service, place, organization, thought, expression or entertainment. "Sign" shall not include the flag of any nation, state or governmental entity. Additional definitions related to "Sign" can be found in Chapter 15.48 of the North Aurora Municipal Code, Signs.

Site Plan Review. The formal review of a site plan to assist in determining the manner in which an applicant intends to make use of property whereby the Plan Commission deliberates each plan and forwards a recommendation to the Village Board for final approval.

Small Wind Energy System. A mechanism or device that converts wind energy into electrical power, including windmills and residential wind turbines, towers and supporting structures and such directly connected facilities as generators, alternators, inverters, batteries and associated control equipment.

Solar Panel. A device that collects and converts sunlight as a source of energy for purposes such as heating or cooling a structure, heating or pumping water, or generating electricity.

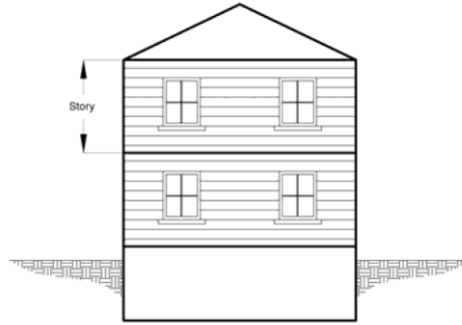
Special Use. A use that owing to some special characteristics attendant to its operation or installation is permitted in a zoning district only after review by the Plan Commission, and approval by the Village Board, which may be conditioned. A use is a special use if it is designated as such in this Ordinance.

Stacking Space. A space specifically designated as a waiting area for vehicles patronizing a drive-through facility.

Stoop. An exterior floor typically, but not necessarily, constructed of concrete and/or masonry, with a finished floor elevation higher than the adjacent ground level. A "Stoop" typically has steps leading up to it and is utilized primarily as an access platform to a building.

Story. That portion of a building included between the upper surface of any floor and the upper surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. A basement with less than one-half of its clear floor-to-ceiling height below the average grade of the adjoining ground shall count as a story. The floor of a story may have split levels provided that there is not more than a four-foot difference in elevation between the different levels of the floor. A mezzanine floor shall be counted as a story when it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is more than twenty-four (24) feet. (See Figure 16-13: Story)

FIGURE 16-13: STORY



Story, Half. A story located directly under a sloping roof where the area that has a ceiling height of at least seven feet is less than two-thirds of the area of the story below.

Street. A permanent public or private right-of-way or easement which is platted for common use as the primary means of access for motor vehicles to properties adjoining it.

Street, Frontage. All of the property fronting on one side of a street between two intersecting streets, or in the case of a dead-end street, all of the property along the side of the street between an intersecting street and the end of such dead-end street.

Street Level. The story of a building that has its floor at the closest level to the street, with direct pedestrian access to that story from the outside.

Street Line. The street right-of-way line abutting a property line of a lot.

Strip Center Development. A pattern of commercial development comprised of two or more separate businesses, generally one lot in depth with commercial activity arranged in a line, usually along an arterial street.

Structural Alteration. Any change in the exterior supporting members of a structure, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or exterior walls.

Structure. Anything constructed or erected that requires location on the ground or attached to something having location on the ground.

Swimming Pool. A private receptacle for water and/or an artificial pool of water over twenty-four (24) inches in depth designated for recreational or fitness.

Tattoo Parlor. Establishments where services offered are tattooing, body piercing and nonmedical body modification. This definition does not include establishments that offer ear piercing as an accessory use.

Thoroughfare. An arterial or collector street as designated in the Comprehensive Plan.

Temporary Storage Containers. A portable or readily movable and self-contained container or trailer designed or used for the purpose of storage.

Temporary Storage Structure. An accessory structure without foundation or footing designed for the purpose of storage on a nonpermanent basis.

Tent. Any temporary structure or enclosure, the roof of which or one-half or more of the sides are constructed of silk, cotton, canvas, fabric, or similar pliable material.

Three-Component Measuring System. Instrumentation which can measure earth-borne vibrations in three directions, in a horizontal as well as vertical plane.

Tobacco Shop. Retail establishment that sells tobacco related paraphernalia, cigarettes, cigars, or tobacco in any other form, including smokeless tobacco and vaping products.

Trailer. Any nonself-propelled, wheeled vehicle, designed for carrying persons or property when drawn by a motor vehicle.

Transition Yard. Land area with landscape plantings and other components used to visibly separate one use from another, or one zoning district from another, or to shield or block noise, lights, or other nuisances. A designated portion of a transition area in which landscaping, open space or other requirements are imposed for the purpose of minimizing the potential adverse effects of two different zoning uses, classifications, or districts that are contiguous or proximate to each other.

Trellis. A freestanding structure used in the garden to support vines or climbing plants; also called an "Arbor."

Use. The purpose or activity for which land or a structure is designed, arranged or intended, or for which it is occupied or maintained.

Use Not Specifically Identified. A purpose or activity which is not explicitly classified or described by this Ordinance.

Use, Accessory. A use that is customarily incidental and subordinate to the principal building, structure, or use, and located on the same zoning lot.

Use, Principal. The dominant use of land or a structure as distinguished from a "Use, Accessory."

Use, Temporary. Any use designated, operated, built or occupied for short, thirty (30) days or less, and/or intermittent periods of time and may include tents, trailers and other structures on wheels or other supports for business, educational or recreational purposes.

Veterinary Clinic. An organization of one or more veterinarians who have their offices in a common building and who provide in-patient and out-patient care to animals.

Vibration. The periodic displacement of earth as measured by designated frequency-cycles per second.

Village Office or Facility. A building or structure owned, operated and/or occupied by the Village of North Aurora to provide a governmental service to the public. "Village Office or Facility" does not include park district field houses, recreation centers, or school buildings.

Wall. An upright structure of building material, such as masonry or plaster, serving to enclose, divide or protect an area.

Warehousing, Storage, and Distribution Facility. The storage, wholesale and distribution of manufactured products, supplies and equipment including ecommerce fulfillment centers.

Wetlands. Transitional lands between terrestrial and aquatic systems where the water table is usually at or near the surface or the land and is often covered by shallow water. For purposes of this classification wetlands must have one or more of the following three attributes: a) At least periodically, the land supports predominantly hydrophytes; b) The substrate is predominantly undrained hydric soil; c) The substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of each year.

Window Light Well. An enclosure installed below grade that: retains the earth around a window that is either entirely or partially below grade and is constructed for the primary purpose of providing light and ventilation to a basement.

Window Well, Escape. An enclosure installed below grade that: retains the earth around a window that is either entirely or partially below grade and is constructed for the primary purpose of egress from a below grade space during an emergency.

Wireless Telecommunications Antenna. A specific device, the surface of which is used to transmit and/or receive radio-frequency signals, microwave signals, or other signals transmitted to or from other antennas. "Wireless Telecommunications Antenna" does not include "Satellite Dish Antenna."

Wireless Telecommunications Facility. An unstaffed structure used to house and protect the equipment necessary for processing telecommunications signals, which may include air conditioning equipment and emergency generators.

Wireless Telecommunications Tower. A structure designed and constructed to support one or more "Telecommunications Antennas" and including all appurtenant devices attached to it. A tower can be freestanding (solely self-supported by attachment to the ground) or supported (attached directly to the ground and with guy wires) of either lattice or monopole construction.

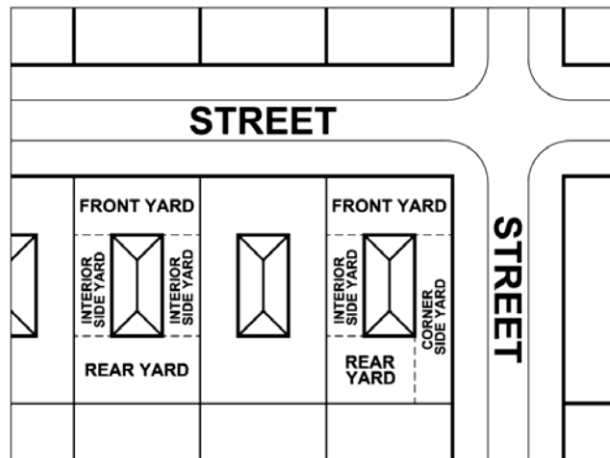
Yard. An area on a lot which is unoccupied and unobstructed from its lowest level to the sky, except for obstructions specifically permitted by this Ordinance. A yard extends along a lot line for a depth specified by the zoning district in which such lot is located. (See Figure 16-14: Yards)

Yard, Corner Side. A side yard on a corner lot which abuts a public street. (See Figure 16-14: Yards)

Yard, Front. A yard extending the full width of the lot between side lot lines for the required minimum depth, as specified by the zoning district in which such lot is located, measured perpendicular to the front lot line. (See Figure 16-14: Yards)

Yard, Interior Side. A side yard that does not abut a street right-of-way. (See Figure 16-14: Yards)

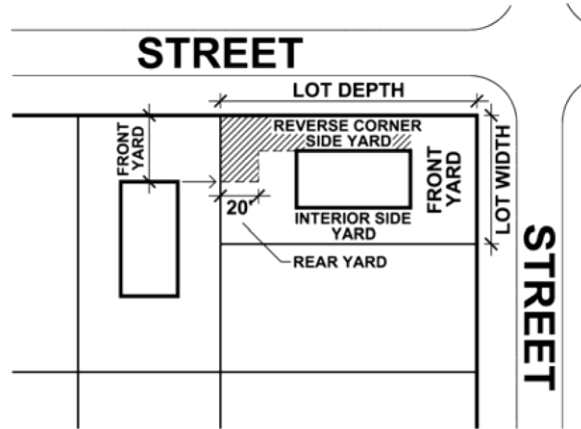
FIGURE 16-14: YARDS



Yard, Rear. A yard extending between the side lot lines for the required minimum depth, as specified by the zoning district in which such lot is located, measured perpendicular to the rear lot line. (See Figure 16-14: Yards) In the case of an irregular or triangular shaped lot, the rear lot line shall be deemed to be a line ten (10) feet in length, within the lot, which is parallel to and at a maximum distance from the front lot line. (See Figure 16-10: Rear Lot Line Chord for Irregular Lots)

Yard, Reverse Corner Side. A side yard of a reverse corner lot which abuts a public street. (See Figure 16-15: Reverse Corner Side Yard)

FIGURE 16-15: REVERSE CORNER SIDE YARD



Yard, Side. A yard extending along a side lot line between the front and rear yard, for the required minimum depth, as specified for the district in which such lot is located, measured perpendicular to the side lot line. (See Figure 16-14: Yards)

Zoning Amendment, Text. A change in the wording, context, or substance of this Zoning Ordinance.

Zoning Amendment, Map. A change in the zone boundaries or area district boundaries upon the Zoning Map.

Zoning Appeal. A request for a review of the Community Development Director interpretation of any provision of this Ordinance.

Zoning Certificate. A written declaration that verifies that buildings, structures, or uses are consistent with the terms of this Zoning Ordinance for the purpose of carrying out and enforcing its provisions.

Zoning Districts. The districts into which the Village of North Aurora, Illinois, has been divided as set forth on the Official Zoning Map.

Zoning Interpretation. An interpretation of the specific provisions of the zoning code by the Community Development Director or other officer or employee having authority to make or implement zoning interpretations, in light of the general circumstances that the specific provision was intended to address.

Zoning Map. A map entitled the "Official Zoning Map of North Aurora, Illinois," which is incorporated into this Ordinance, as part thereof, for the purpose of designating zoning districts.

Zoning Variance. A decision of the community development director or plan commission that, if approved by the village board, permits an applicant to depart from the precise regulations of this ordinance. A variance may be granted only in accordance with the standards of this ordinance.

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: October 7, 2024

RE: Purchasing Policy Update

At the August 19th and September 16th Committee of the Whole meetings, staff presented updates to the Village's Purchasing Policy. The updates relate to the change orders section and include the following:

- Language was included that helps define change orders and the criteria for approval:

A change order is a change in the contract terms that authorizes any increase or decrease in the cost or in the time of completion. A request for a change order shall meet the following criteria:

1. The change was not reasonably foreseeable at the time the contract was signed.
 2. The change must be relevant to the original scope of the contract.
 3. The change is authorized by law and is in the best interest of the Village.
- Since the Village Administrator's spending authority is already \$25,000, the language in the policy should be updated to reflect change orders over \$25,000 rather than up to \$25,000. In addition, staff updated this language to model our emergency purchases language where concurrence from the Mayor is also required. Based on comments from the Village Board at the Committee of the Whole meeting, we also added that notification to the Village Board is required. The proposed language now reads:

In certain situations where it is impractical to delay a project while waiting for Village Board approval **in order to prevent additional costs, extensive time delays, or impacts on adjacent properties**, the Village Administrator may approve change orders **over \$25,000 upon concurrence from the Mayor and notification to the Village Board**, with **formal** Village Board approval to follow at the next regular or special meeting.

The proposed language has been broken out of #2 Change Order for \$25,000 or More and is now stated separately in the Contract Change Orders section.

- For items 1. Change Orders for Less Than \$25,000 and 2. Change Orders for \$25,000 or More, we removed the language “or reducing”. Receiving approvals for reducing contract amounts is unnecessary and does not follow current practice.

- A section for projects that contain contingency or allowances:

Projects With Contingency Funds: The Village Administrator may approve change orders within the available contingency and allowances funds included as part of the approved contracts, provided that the change orders are required to complete the scope of work as presented and previously approved by the Village Board, and do not increase the total approved contract amount.

In these cases, the Village Administrator may approve a change order over his \$25,000 if it is coming out of approved contingency funds and does not increase the overall contract amount. Any change orders out of the contingency must be within the original scope of the approved project.

- The Other Change Orders section relating to the Village Administrator approving extensions up to 30 days and the Village Board approving extensions over 30 days has been removed.

A summary of the changes is attached, along with the resolution approving the updated purchasing policy.

Contract Change Orders

A change order is a change in the contract terms that authorizes any increase or decrease in the cost or in the time of completion. A request for a change order shall meet the following criteria:

1. The change was not reasonably foreseeable at the time the contract was signed.
2. The change must be relevant to the original scope of the contract.
3. The change is authorized by law and is in the best interest of the Village.

The Village must comply with 50 ILCS 525/ Public Works Contract Change Order Act which says that any change order to a contract which results in an increase of 50% or more of the original contract price or 50% or more of the original subcontract price must be rebid in the same manner as the original bid. This policy is consistent with this statute.

1. Change Orders for Less Than \$25,000. All change orders increasing ~~or reducing~~ the original contract price by less than \$25,000 must be approved by the Village Administrator, regardless of the percentage change. The Village Administrator may at his discretion require change orders less than \$25,000 to be approved by the Village Board.
2. Change Order for \$25,000 or More. All change orders increasing ~~or reducing~~ an original contract for \$25,000 or more require approval of the Village Administrator and Village Board, regardless of the percentage change.
3. **Time Sensitive Change Orders:** In certain situations where it is impractical to delay a project while waiting for Village Board approval **in order to prevent additional costs, extensive time delays, or impacts on adjacent properties**, the Village Administrator may ~~at his discretion~~ approve change orders **over up to** \$25,000 **upon concurrence from the Mayor and notification to the Village Board with formal Village Board approval to follow at the next regular or special meeting.**
4. **Projects With Contingency Funds:** The Village Administrator may approve change orders within the available contingency and allowances funds included as part of the approved contracts, provided that the change orders are required to complete the scope of work as presented and previously approved by the Village Board, and do not increase the total approved contract amount.
5. ~~Other Change Orders. The Village Administrator may execute change orders to extend the length of a construction contract by up to 30 days or other terms and conditions of a contract deemed necessary or in the best interests of the Village. Requests to extend the length of a contract by more than 30 days must be approved by the Village Board.~~

All change orders should be approved by the Village Administrator, or Village Board, as appropriate, prior to the work beginning.



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Resolution No. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE
VILLAGE'S PURCHASING POLICY**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2024

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2024
by _____.

Signed _____

Resolution No. _____
Resolution Approving an Amendment to the Village's Purchasing Policy

WHEREAS, the Village of North Aurora has previously adopted Resolution 14-03-17-01, a Resolution adopting a new Purchasing Policy on March 17, 2014 and said Policy was amended on December 17, 2018, January 21, 2019, October 21, 2019, July 18, 2022, and January 16, 2023; and

WHEREAS, the Village has determined that it is necessary to update and amend Section IV Bids and the Bidding Process of the Purchasing Policy; and

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. The Purchasing Policy revisions attached hereto and incorporated as Exhibit "A" is 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 _____, 2024, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2024, 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 _____, 2024 A.D.

Village President Mark Gaffino

ATTEST:

Village Clerk

**Village of North Aurora
Purchasing Policy
Updated: September 16, 2024**



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Section I Overview

A. Purpose

The purpose of this policy is to provide direction to departments in the procurement of goods and services. When used with good judgment and common sense, the policies will allow the Village to obtain required goods and services efficiently and economically. When necessary, this policy will be revised consistent with current policies and procedures affecting purchasing and contracting. The Village Administrator, or his/her designee, shall be the final authority with regard to enforcement or interpretations of any provisions of this manual.

B. Goals of Policy

The purchasing standards set forth herein are designed to:

1. Attain maximum economy in municipal operations to the ultimate advantage of local taxpayers and residents;
2. Provide equal opportunity for qualified vendors to serve Village needs;
3. To exercise fiscal control over purchasing.
4. To obtain supplies, equipment and services for the Village at the lowest possible cost at the quality necessary for efficient and effective operations.
5. To provide timely and convenient service to residents through the efficient procurement of goods and services.

C. Ethics and Conflicts of Interest

Village employees are expected to conduct daily business with integrity and honesty. It shall be the responsibility of the Village Administrator to determine if there has been an ethics violation in conjunction with this section, if any disciplinary action is required in accordance with the Village's personnel manual and determine the applicability of this section to related questions that may arise from time to time.

1. Employees shall make all purchases without favor or prejudice.
2. Employees shall ensure that identical information is provided to current and potential vendors in order to receive fair and accurate quotes and/or bids.
3. Gift Acceptance – Employees shall adhere to the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 as adopted by the Village per ordinance 04-05-10-07 regarding the acceptance of gifts from "prohibited sources". Furthermore:
 - a. Gifts or gratuities shall not be accepted if the perceived value is beyond that which suggests more than a social context.
 - b. Promotional or advertising items of nominal value, including, but not limited to key chains, pens, coffee mugs and calendars are acceptable.

- c. Association with current or potential vendors during business meals or business organization meetings is not prohibited, nor is it unethical as long as the employee keeps him/herself free of obligation. Should the current or potential vendor pay for or sponsor the business meal, the amount cannot exceed the limits defined in the State Officials and Employees Ethics Act.
 - d. Gifts that can be shared such as food are acceptable and shall be shared among co-workers.
 - e. Cash, gift cards or gift certificates/vouchers are not acceptable. Should an employee receive cash, gift cards or gift certificates/vouchers from a current or potential vendor, or business within the Village, the employee shall return the gift politely citing the Village's gift acceptance policy.
 - f. Personal loans of money or equipment for any employee's personal use are not to be accepted from a vendor conducting or seeking business with the Village.
 - g. Corporate discounts granted to the Village are acceptable only if they are offered to all Village employees and/or other similar corporate or and governmental clients of the vendor.
 - h. Local charity/community group gifts – employees may accept gifts from local charity/community groups or similar groups of that nature if the gift is deemed to stem from a personal friendship with the group's members or similar gifts have been given to other members of the local charity/community
4. Conflict of Interest – Any employee with purchasing authority shall notify their Department Head of any of the following actual or potential conflict of interest circumstances with a potential vendor regardless of whether they are directly or indirectly involved with the purchasing process. Department Heads will be responsible for notifying the Village Administrator of these circumstances:
- a. The employee is simultaneously employed by or doing work in any capacity for the potential vendor.
 - b. The employee, employee's partner or member of the employee's immediate family holds is an employee or agent of a potential vendor who may benefit or be adversely affected by a purchasing decision by or on behalf of the Village.
 - c. The employee, employee's partner or member of the employee's immediate family has any direct or indirect financial interest in the procurement transaction or in the potential vendor.
 - d. The employee, employee's partner or member of the employee's immediate family are currently negotiating terms of employment or agency relationship or are in the process of becoming employed by or forming an agency relationship with a potential vendor.

For purposes of this section, an employee's immediate family is defined as spouse/partner, children, parents, brothers, sisters or anyone else currently living in the same household as the employee.

It shall be the responsibility of the Village Administrator to determine when ethical considerations must be addressed, when there has been an ethics violation in conjunction with this section and whether any disciplinary action is required in accordance with the Village's personnel manual.

D. Budget Approval and Compliance

In general, a budget for all supplies, materials, equipment and contractual/professional services required for the delivery of services by Village Departments will be included in the annual budget document.

Purchase of budgeted items or services as required during the fiscal year shall proceed in accordance with these procedures generally upon approval of the annual Budget by the Village Board. In some cases, the beginning of the process of procurement, or final approval of the purchase of goods or services may be initiated prior to Village Board approval of the annual budget for which the goods or services are being procured, as determined by the Finance Director and if determined to be in the best interests of the Village.

Department Heads are responsible for ensuring that purchases made are within budget. The Department Head shall notify the Finance Director prior to the beginning of any purchase of goods or services if the purchase may result in an account exceeding the budget so that an appropriate budget adjustment can be executed prior to Village Administrator approval of the purchase, if necessary.

E. General Purchase Authority

Purchases of goods or services may be authorized according to the general guidelines below:

1. Department Heads may authorize purchases up to \$5,000.
2. The Village Administrator, or his/her designee, must approve all purchases in excess of or equal to \$5,000.
3. Purchases in excess of or equal to \$25,000 also require Village Board approval.

The Village Administrator shall be notified by the respective department prior to the beginning of the procurement process for goods or services over \$25,000 in order to ensure that the proper process is followed. The Finance Director will maintain appropriate forms and procedures for the approval of purchasing requests as needed.

F. Estimating Costs to Determine Required Authorization

Estimates of cost should always be obtained and submitted with requests for authorization. When dealing with the unexpected repair of equipment, vehicles or facilities that require immediate action, good faith estimate should be obtained and submitted with the request for authorization. In the event the actual cost exceeds an original estimate, or a revised estimate is obtained, and additional approval levels to proceed are required, the Department Head and/or Village Administrator, as appropriate, shall be notified to obtain authorization to proceed.

Section II
Purchasing Policy Authorizations

- A. A purchase less than \$1,000
- B. A purchase in excess of or equal to \$1,000 but less than \$5,000
- C. A purchase in excess of or equal to \$5,000 but less than \$25,000
- D. A purchase in excess of or equal to \$25,000 and Formal Bidding
- E. Petty Cash

A. Purchases Less Than \$1,000

Purchases within this category may be authorized by the Department Head who may delegate this authority to subordinates at their discretion. Department Heads still bear ultimate responsibility for purchases made by their subordinates.

Although multiple quotes are not required every time a purchase is authorized within this threshold, periodic price comparisons must be made from time to time to ensure that the price being paid is the best price available and that the quality is the best that is required.

B. Purchases in Excess of or equal to \$1,000 but less than \$5,000

Purchases in this category shall be authorized by the Department Head after seeking at least two (2) quotes from vendors. If two (2) or more quotes can not be obtained, Department Heads shall document the attempts made to receive quotes for those goods or services.

C. Purchases in Excess of or equal to \$5,000, but less than \$25,000

Purchases in this category must be authorized by the Village Administrator. Effort shall be taken to secure at least three (3) written quotations. If three (3) or more quotes can not be obtained, Department Heads shall document the attempts made to receive quotes for those goods or services. The requesting department shall secure the quotations themselves and the Department Head will present a recommendation to the Village Administrator. The splitting of a purchase into two or more purchases for the purpose of avoiding this requirement is not allowed.

In the event that a Department Head feels that a purchase under this category should be made from one particular vendor rather than through written quotations, he should submit a recommendation to the Village Administrator stating the reasons for limiting purchase to the certain vendor preference. The Village Administrator will have discretion to determine if a particular vendor should be used in these cases.

D. Purchases in Excess of \$25,000 and Formal Bidding

Purchases in this category exceeding a cost of \$25,000 must be approved by the Village Board and normally require at least three (3) written quotations.

In addition, public works contracts, public improvement projects and the purchase of supplies over \$25,000 are subject to formal bidding procedures as required and permitted by statute (65 ILCS 5/8-9) and authorized in the Village Code. These bid procedures may be waived by the Village Board per Statute by a two-thirds vote of all Trustees then holding office. Requests for bid waivers may be made only when goods sought are proprietary, when the services require a high

degree of creative input, judgment, design or discretion from the person providing the services, where standardization is necessary or desirable, in emergencies as described later in this policy, or if determined to be in the best interests of the Village.

E. Petty Cash

Petty cash drawers in the amount of \$500 each are maintained by the Village at the Finance Department and Police Department for the purpose of reimbursing incidental costs incurred for Village operations.

Petty cash funds will be used primarily to reimburse employees for incidental expenses associated with Village operations or mileage reimbursement for use of personal vehicles. Advances may be requested upon the approval of the Department Head. All requests for petty cash reimbursements must be submitted on an approved petty cash reimbursement form and include appropriate receipts and documentation supporting the amount of the request. Unless otherwise authorized by the Finance Director or his/her designee, petty cash reimbursement shall be limited to no more than \$75 per request.

Responsibility for the safety, security and control of each petty cash drawer rests with the head of the department to which the drawer is assigned. Each Department Head may assign the day-to-day duties of petty cash administration to an appropriate custodian.

When the balance of the drawer is getting low, the designated custodian shall prepare a reconciliation of the petty cash fund providing a count of cash currently in the box as well as a detailed listing of petty cash reimbursement slips received. Upon approval through normal accounts payable procedures a check will be cut to increase the petty cash box to its designated impress balance.

Section III Exceptions to Normal Purchasing Policies

Emergency Purchases

Emergencies are defined as events or circumstances that could not have been foreseen and where immediate action is necessary to safeguard the public's health, safety and welfare, provide emergency assistance as needed, protect property, remediate situations that may cause public harm and other situations where timing is critical. When an emergency condition exists that requires a public works or public improvement contract or purchase of supplies, the Village Administrator will notify the Mayor. Upon concurrence from the Mayor that an emergency condition exists, the Village Administrator will have authorization to expend funds over and above the Village Administrator's normal authority to alleviate the emergency if the matter must be reasonably addressed before approval can be sought from the Board of Trustees. If the Mayor can not be reached and immediate action is required, the Village Administrator will be authorized to enter into emergency purchases with notification to the Mayor as soon as possible.

During an emergency, the Village Administrator may delegate specific authority to Department Heads to expend funds in order to prevent or alleviate the emergency condition. Documentation of the emergency and the need for immediate action shall be transmitted to the Village Board as soon as practical along with information regarding expenditures that have been made and estimated to be incurred. The Village Administrator will provide regular updates to the Village Board as the event continues. In the event that a situation has been determined to be an emergency, the Finance Director will be notified in order to ensure that funds are available and facilitate payment to contractors if necessary.

Sole Source Purchases

Sole source purchases are defined as orders for parts, supplies, equipment or services that are available only from a single source or for other reasons are necessary to purchase from a single source. Examples include, but are not limited to:

- Equipment or supplies for which there is no comparable competitive product or is available only from one supplier
- Component or replacement parts for which there is no commercially available substitute
- Service contracts where one company is the only company that can provide the service, i.e. proprietary software or software maintenance
- Items where compatibility is the overriding consideration for the purchase of related products
- Items only available from one source, such as due to distributor exclusivity
- Payments made to other governmental agencies as required by law or established through an intergovernmental agreement

Items determined to be sole source that are not subject to normal procurement policies still require Village Board approval above \$25,000, and still require a formal waiver of bids if over \$25,000.

State, Joint and Cooperative Purchasing

The State of Illinois annually bids out certain items resulting in low pricing that local governments can take advantage of and take the place of normal procurement procedures. Purchasing through these State contracts allows for efficiencies due to lower administrative costs in procuring quotes, economies of scale and may be a substitute for the normal competitive procurement process.

Other forms of joint or cooperative purchasing may be available through the County or other organizations representing the Village and other local governments. Because these contracts have been competitively bid, normal competitive procurement policies can be waived. Care should be taken to ensure that the best price is still being obtained through due diligence that provides the necessary quality of goods and services.

To the extent that State or other joint purchasing programs are subject to the bidding rules of the State, intergovernmental agreement or the bidding rules of other governmental bodies, the Village bidding rules shall not apply, provided that Purchases over the \$25,000 threshold still require Village Board approval.

Section IV
Bids and the Bidding Process

Bid Lists

Each Department may, but are not required to, maintain their own lists of prospective vendors for quotes, bids, etc. Requests from prospective vendors to be placed on a bid list will be received or forwarded to the appropriate department and their information retained for future procurements. Each department shall be responsible for determining if prospective vendors qualify and can provide needed goods or services.

Responsible Bidder

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.

Formal Bidding Procedures

As stated in Section II.C. of this Policy, certain public works contracts, public improvement contracts and supplies over \$25,000 are subject to formal bidding. The bidding procedures to be followed are:

1. The requesting department prepares the specifications of the item to be let for bid. The Finance Director shall review the bid package and forward any recommended changes to the Department Head. The Department Head arranges the specifications into proper format and prepares the other needed documents to complete the bid invitation package. The specifications should state the minimum standards acceptable to the Village, but should not be restrictive without adequate reason in keeping with the requirements of the work and the needs and best interests of the Village in order to allow as many competent contractors as possible to compete. The approved bidding specifications and bid package shall not be changed after it is made available to the public without notification to all bidders prior to the submittal deadline. After the submittal deadline, no changes shall be made.
2. The Department Head arranges for a bid opening date. The date must be at least ten (10) working days from the published notification date, but not more than forty-five (45) working days.

Public notification of bids shall be advertised in a public forum consistent with the requirements of the Illinois Municipal Code. Notice shall be posted on the Village's website. Additional public forums in which bids may be advertised may include newspapers, trade journals, industry websites, and the IDOT bulletin.

The NOTICE TO BID shall include the following, at a minimum:

- The type of material or service desired
- The notification that Prevailing Wage laws will apply, if applicable
- The person or department to contact for information
- The place it will be received
- The date and time of the bid opening
- The Statement that bids will be opened and publicly read at that time

- The statement that bids must be sealed and properly identified on the outside of the envelope that they are sealed bids for a specific item or project
- The Village reserves the right to reject any/all bids and to waive any technicalities.

In certain circumstances, it may be felt by the Department Head and or the Village Administrator that the best interests of the Village would be served by the use of one particular vendor despite the amount of the purchase being in excess of \$25,000. In such case, a request to waive competitive bidding must be submitted to the Village Board for their consideration and approval as allowed per statute.

Construction contracts involving Motor Fuel Tax or federally funded projects must follow applicable procedures dictated by the appropriate state or federal agency.

3. The Department Head shall be responsible for placing a legal notice concerning the bid in any combination of public forums and/or IDOT bulletin authorized above to contractors at least ten (10) working days prior to the bid opening.
4. The Department Head may send bid invitations to known responsible vendors on the bidder's list for the particular item as well as to any other prospective bidders. In cases where the bid package may be costly to reproduce, a nominal charge for the package may be assessed.
5. Bids received after the published opening date and time will be returned unopened to the bidder with a cover letter stating the date and time the "Bid" was actually received. Bids received by facsimile shall not be accepted, in that they are not sealed bids as prescribed and do not bear the original signature of the authorized bidder.
6. Bids specifically for construction contracts shall be accompanied by a 5% bid bond. The Village Administrator may decide that no bid bond amount is required or that a higher bid bond is appropriate, but in no case will the amount be higher than 10%. The bid bond amount shall be stated in the bid package and shall be required uniformly from all bidders or no bidders as the case may be.
7. The Department Head or designee and one other Village representative shall be present at the bid opening.
8. Bids shall not be opened prior to the advertised bid opening day and time, and after the bids have been opened, the Department Head shall prepare bid tabulation and forward it to the Finance Director.
9. The Department Head shall meet with the Village Administrator to review the bids and mutually agree upon a recommended bidder. The Department Head will write the Board Agenda Memo for this purpose with the Village Board approving the bid award.
10. The bid award is to be made to the lowest responsible bidder. The lowest responsible bidder is that bidder with the lowest bid price that most closely meets specifications that is in the best interests of the Village to accept and any other criteria that may be set forth within the bid documents. The Village Board retains sole authority to determine that the bid meets specifications, but staff shall make a recommendation on award of based on, but not necessarily limited to, the following considerations:

- a. the ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. the quality of the performance of previous contracts or services;
- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and
- i. the number and scope of conditions attached to the bid.

Waiver of Competitive Bids

A requesting department may recommend that formal bid procedures be waived by the Village Board with the advice and consent of the Village Administrator, which case formal bidding must be waived by a two-thirds vote of all Trustees then holding office. Requests for bid waivers shall be made only when goods sought are proprietary, when the services require a high degree of creative input, judgment, design or discretion from the person providing the services, where standardization is necessary or desirable, emergencies as described in this policy, or if determined to be in the best interests of the Village.

Contract Change Orders

A change order is a change in the contract terms that authorizes any increase or decrease in the cost or in the time of completion. A request for a change order shall meet the following criteria:

1. The change was not reasonably foreseeable at the time the contract was signed.
2. The change must be relevant to the original scope of the contract.
3. The change is authorized by law and is in the best interest of the Village.

The Village must comply with 50 ILCS 525/ Public Works Contract Change Order Act which says that any change order to a contract which results in an increase of 50% or more of the original contract price or 50% or more of the original subcontract price must be rebid in the same manner as the original bid. This policy is consistent with this statute.

1. Change Orders for Less Than \$25,000: All change orders increasing the original contract price by less than \$25,000 must be approved by the Village Administrator, regardless of the percentage change. The Village Administrator may at his discretion require change orders less than \$25,000 to be approved by the Village Board.

2. Change Order for \$25,000 or More: All change orders increasing an original contract for \$25,000 or more require approval of the Village Administrator and Village Board, regardless of the percentage change.
3. Time Sensitive Change Orders: In certain situations where it is impractical to delay a project while waiting for Village Board approval in order to prevent additional costs, extensive time delays, or impacts on adjacent properties, the Village Administrator may approve change orders over \$25,000 upon concurrence from the Mayor and notification to the Village Board, with formal Village Board approval to follow at the next regular or special meeting.
4. Projects With Contingency Funds: The Village Administrator may approve change orders within the available contingency and allowances funds included as part of the approved contracts, provided that the change orders are required to complete the scope of work as presented and previously approved by the Village Board, and do not increase the total approved contract amount.

All change orders should be approved by the Village Administrator, or Village Board, as appropriate, prior to the work beginning.

Aggregate Purchases

The Village Administrator during the year may approve multiple purchases of, or individual contracts for, specific types of supplies and materials which, in the aggregate, exceed \$25,000 but are less individually, and not be subject to the Village's formal bid requirements or require a waiver of bids, unless the aggregate cost exceeding \$25,000 was reasonably foreseeable at the beginning of the applicable year. However, for purchases of commodities subject to frequent price fluctuations such as fuel where the competitive bid process is not practical, purchases may be approved without bidding. As for fuel purchases, specifically, the Public Works Director with the oversight and approval of the Village Administrator shall seek the best pricing currently available on an ongoing basis without the need to bid fuel purchases, and the Village Administrator may authorize individual purchases under \$25,000 and without Village Board approval.

Section V
Request for Proposals (RFP) and Request for Qualifications (RFQ)

Selecting Vendors

The Village is subject to the Local Government Professional Services Selection Act (50 ILCS 510) which requires that a specific Request for Qualifications (RFQ) process be followed when hiring an architect, engineer or land surveyor, unless the Village has an existing satisfactory relationship with a particular service provider or providers, in which case the RFQ process is not necessary. This Act should be referred to for current State requirements regarding the solicitation of such services, and current situations upon which certain provisions of the Act can be waived, prior to soliciting for such services. In circumstances in which an RFQ process is not required, the Village will permit firms engaged in these professions to annually file a statement of qualifications and performance data with the Village.

Contracts for professional services (see Section VI for further discussion on professional services) may result from the development and issuance of a Request for Proposal (RFP) by the respective department to consultants or vendors to provide professional services, unless the Village has an existing satisfactory relationship with a particular service provider or providers, in which case the RFP process is not necessary. The Village Administrator shall be notified prior to the issuance of an RFP or the engagement of professional services.

An RFP may be advertised publicly and sent to a group of known vendors based on prior experience in providing the service or other documented reasons, except when a RFQ process has been conducted which has determined the pool of vendors to be used.

Based on the complexity of the services sought, interviews and vendor presentations may be appropriate in addition to an evaluation of the proposals received. Factors other than price may be considered when conducting an RFP process. Once proposals are received from interested firms and interviews and/or presentations have been completed, the Village Administrator or designee is authorized to negotiate a contract with the firm deemed most qualified to provide the services based on:

- Fair and reasonable compensation
- Ability of professional personnel to provide services
- Past record and experience with the Village and as well as references
- Ability of firm to meet deadlines and budget

Any contract or agreement where the total amount is estimated to be greater than \$25,000 will require Village Board approval.

Section VI Professional Services

Professional Services

Professional services are provided by firms or vendors where normal procurement practices or competitive bidding may not be utilized as by their nature they are often selected on non-monetary factors such as a firm/vendor's high degree of professional skill where education, experience, or character of the individual is a significant factor. These services may include legal, auditing, payroll, engineering, architectural, appraising, inspection, plan review, zoning consultation, landscape design, bond issuance as well as the maintenance of Village facilities, equipment, infrastructure, software programs and other similar services.

During the course of a year, the Village may make payments related to a professional service vendor that are individually under the Village Administrator's spending authority, but the annual total amount may exceed the spending authority. Each of these individual transactions under the spending authority of the Village Administrator would follow normal procurement requirements outlined in this purchasing policy.

From time to time, the Village enters into contracts for various services. Certain professional service proposals, agreements or contracts with new vendors are generally accomplished through solicitation of request for proposals, bids or quotes following the normal procurement procedures based on the estimated total value of the contract, unless the Village has an existing satisfactory relationship with a particular service provider or providers, contractually present or not. The Village will entertain contracts for multiple years if it is determined that the best interests of the Village would be served by entering into a multi-year agreement. All proposals or contracts for professional services for a defined scope of service in which the total value exceeds the spending authority of the Village Administrator will require approval of the Village Board, including any additional services with current service providers requested by the Village. The Village Administrator may annually renew or extend ongoing services and fees from contracts that have been previously approved by the Village Board.

Each year, the Village Board shall be provided a listing of ongoing professional service providers the Village is utilizing where the total annual amount is expected to exceed \$25,000. The Village will periodically review fees and pricing to ensure competitiveness of vendors used on a continual basis.

All contracts, to be valid, must be signed by an authorized representative of the company to supply the services and an authorized representative of the Village. The authorized representative for the Village shall be the Village Administrator unless otherwise designated by the Administrator.

Franchise Contracts

Franchise contracts are contracts awarded by the Village to an entity for the provision of services in situations where the Village does not expend funds, i.e. refuse and recycling contracts. It is the Village's policy in most cases to seek competitive proposals for these contracts in keeping with the Village's objectives of fairness and transparency in the award of business.

Section VII
Other

Village Purchasing Cards

The Village maintains a purchasing card program to allow authorized individuals to efficiently procure certain goods and services that may not be easily obtainable through the normal cycle of purchasing, receipt of goods or services and payment through accounts payable, or for expenses incurred through employee training, conferences or other professional development activities.

In general, purchasing cards may be issued to the following positions: Mayor, Village Administrator, Department Heads and other employees responsible for the direct supervision of other employees, or who are responsible for the frequent purchase of items for which a purchasing card would improve efficiency. All requests for a card from a position stated above or other positions must be approved by the Finance Director and Village Administrator. Before a card is issued to an employee the employee must sign a Use Acknowledgement Form provided from the Finance Department. Personal purchases with the card not related to Village business are expressly prohibited. Purchasing card limits and other controls will be maintained by the Finance Director but in any case the maximum monthly limit on a purchasing card will not exceed \$10,000. Credit limits for the positions of Mayor, Village Administrator, and Department Head shall be \$10,000, and all other employees responsible for direct supervision of other employees and that are responsible for frequent purchases shall be \$5,000.

Each employee who uses a Purchasing card must reconcile their purchases on their card on a monthly basis using forms and procedures provided by the Finance Department. Employees with a card are responsible for attaching and saving all receipts. Reconciliations on a monthly basis should include descriptive information on the purchase. Reconciliations must be approved by the employee's Supervisor on a monthly basis and then forwarded to accounts payable for inclusion on the next bill listing.

Open Credit Accounts

The Village maintains a number of credit accounts at various stores where authorized individuals may make a purchase, with the Village being billed at a later date. Department Heads may authorize employees to purchase at these locations provided due diligence is taken to ensure competitive pricing as required in the Policy, and that appropriate authorizations are obtained prior to the purchase.

Disposal of Surplus Property

The Village is required to comply with State statute 65 ILCS 5/11-76-4 which prescribes procedures to follow for the disposal of surplus property. The Village Administrator is responsible for ensuring that all requirements of this policy are met.

Any Department Head identifying surplus property should notify the Village Administrator or his/her designee that such property is no longer in the best interest of the Village to retain custody of.

1. The respective Department Head should provide:
 - a. Description of the item such as make, model, serial number, etc.
 - b. Date originally acquired and original acquisition cost, if any.
 - c. Proposed method of disposal i.e. auction, direct sell, trade-in, etc.
2. If the proposed method of disposition is a trade-in, the Village will have to notify all bidders that the item of a new or replacement item will be traded-in as part of the purchase price.

3. The Village Administrator or designee will then prepare an ordinance and related Exhibit for Village Board consideration which will declare the items as surplus property.
4. Upon approval by the Village Board the Village Administrator will direct staff to proceed with the disposition of the property.
5. Upon sale or disposition of the property the respective Department Head will notify the Finance Director that such sale or disposition has taken place and the amount of the sale price, if any.

If in the opinion of the Department Head a particular item has a potential resale value of less than five hundred dollars (\$500), the Village Administrator is authorized or may delegate staff to sell that item in the manner most expeditious and cost-effective, with or without advertising the sale, taking into account the cost of advertising and staff time and effort, without separate Village Board approval.

The Village Administrator may also authorize certain items to be disposed of, or recycled if the potential value of such item is minimal or negligible. The Village Administrator is also authorized to give away items to charities, not-for-profits or other governmental entities if it makes practical sense to do so. However, in no event shall any items be given away to any elected official, employee, appointed official or immediate family of those individuals. After any item has been sold, disposed, or donated the responsible Department Head will send details of the transaction, or action taken to dispose of the items, to the Finance Director.

Sales Tax Exemption

The Village maintains a sales tax exemption in the State of Illinois. When making purchases for the Village, all reasonable attempts should be made to make purchases exempt from sales tax, which may require presenting the Village's sales tax exemption certificate and completing other forms or documentation. Employees should determine in advance if the Village has already established an exempt account with a business in order to avoid paying sales taxes whenever possible.

Use of the Village's sales tax exemption number is restricted to purchases made on behalf of the Village. State law prohibits use of the Village's sales tax exemption number to secure exemptions for personal reasons and such use will subject the responsible individual to a substantial fine and/or imprisonment.

Inspection and Testing

The inspection and testing of delivered goods or materials should occur at the time of delivery and prior to processing of payment. Department Heads are responsible for ensuring that the quantity and quality of the delivered goods are as ordered and that all purchases made within their department are received and utilized solely for Village business. Authorization to pay a vendor for goods or services rendered shall generally not be done by a Department Head until all goods and services have been accepted and received. Department Heads are responsible for maintaining an inventory of items held for use or resale and appropriate records. Inventory records may be reviewed as part of the annual audit process.

Preference for Environmentally Friendly Goods and Services

Village staff is encouraged to investigate the purchase of "green" products including but not limited to energy star rated equipment, if determined to be a reasonably economical alternative.

Prevailing Wage Laws

All bidding packages, requests for bids, requests for proposals and other processes for the approval of services in conjunction with public works to be performed by or on behalf of the Village as defined in the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) (hereinafter for purposes of this Section, the “Act”) shall stipulate that the persons or entities awarded the work shall perform the work in compliance with the Act, including the payment of prevailing wages, the submission to the Village of certified payrolls and all other requirements of the Act.

Donations

On occasion, voluntary cash donations may be made to the Village for general or specific purposes. Donations may be accepted from local North Aurora non-for-profit entities (schools, PTA’s, scouts, community clubs, etc.) or individuals. Donations do not constitute a business relationship since no reciprocal consideration is sought or given. Donations cannot confer a personal benefit to any Village employee or Village Official.

The Village may elect to accept or decline any donation. If the donation is not accepted, the donor will be advised of the reason. The Village will not accept a donation from any group, organization, company, or person with a pending application or matter before any of the Village’s Boards or Commissions. The Village may not accept donations from individuals or organizations involved in litigation with the Village. Donations that violate Village Code or policies, or State or Federal laws, will not be accepted by the Village.

The donor may designate a specific purpose or program for their donation. When a purpose or program is specified, the Village will track the donation in an appropriate donations account within its financial software and limit the use to the purpose or program designated. The use of donated funds shall follow the normal purchasing procedures outlined in this purchasing policy. Donations where the purpose or program is not specified are deemed to be undesignated and become contributions to the General Fund revenues of the Village.

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: October 7, 2024

RE: Approval of Bond Ordinance

The sale of the Village's General Obligation Bonds (Alternate Revenue Source), Series 2024 is scheduled for the morning of October 7, 2024. The proceeds of these bonds will be used to fund the construction of the new Public Works facility. The bonds will be repaid using Non-Home Rule Sales Tax revenue generated from the referendum tax rate increase of 0.5% to 1.0%. The Village is seeking to borrow \$14 million to be repaid over a 15-year period, with the final payment due January 1, 2040. The final terms of the borrowing won't be known until after the competitive bond sale.

The draft ordinance is provided for reference only. An updated ordinance and bond sale results will be provided at the October 7, 2024 Village Board meeting for consideration. A representative from Speer Financial will be in attendance to discuss the bond sale and answer any questions.

MINUTES of a regular public meeting of the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, held at the North Aurora Village Hall, 25 East State Street, North Aurora, Illinois, in said Village at 7:00 o'clock P.M., on the 7th day of October, 2024.

* * *

The meeting was called to order by the President, and upon the roll being called, Mark Gaffino, the President, and the following Trustees were physically present at said location:

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that a proposal had been received from [Purchaser] for the purchase of the Village’s general obligation alternate bonds and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of the bonds, the pledge of certain sales taxes to the repayment of the bonds and the levy of a direct annual tax sufficient to pay the bonds in the event such sales taxes are insufficient for such purpose. Proceeds of the bonds will be used to pay the costs of constructing and equipping a new Public Works facility in and for the Village.

Whereupon _____ presented and the Village Clerk read by title an ordinance as follows, a copy of which was provided to the President and to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issuance of \$ _____ General Obligation Bonds (Alternate Revenue Source), Series 2024, of the Village of North Aurora, Kane County, Illinois, for the purpose of paying the costs of constructing and equipping a new Public Works facility in and for said Village, prescribing the details of said bonds and providing for collection, segregation and application of sales tax receipts and the imposition of a property tax to pay said bonds.

* * *

WHEREAS, the Village of North Aurora, Kane County, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, is now operating under the provisions of the Illinois Municipal Code, as amended (the "*Municipal Code*"); and

WHEREAS, the President and Board of Trustees of the Village (collectively, the "*Board*") have determined that it is advisable, necessary and in the best interests of the public health, safety and welfare to construct and equip a new Public Works facility in and for the Village (the "*Project*"); and

WHEREAS, the estimated cost of the Project, including legal, financial, bond discount, printing and publication costs and other expenses, is \$ _____, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, pursuant to the provisions of the Local Government Debt Reform of the State of Illinois, as amended (the "*Debt Reform Act*"), the Board, on the 19th day of August, 2024, adopted an ordinance (the "*Authorizing Ordinance*"), authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) as provided in the Debt Reform Act in an amount

not to exceed \$17,000,000 for the purpose of paying the costs of the Project (the “*Authorized Bonds*”); and

WHEREAS, on the 27th day of August, 2024, the Authorizing Ordinance, together with a notice of intent to issue the Authorized Bonds, was published in the *Daily Herald*, the same being a newspaper of general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice of intent have heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon has been filed with the Village Clerk of the Village (the “*Village Clerk*”) requesting that the question of the issuance of the Authorized Bonds be submitted to referendum; and

WHEREAS, the Board has been authorized to issue the Authorized Bonds in an amount not to exceed \$17,000,000 in accordance with the provisions of Applicable Law (as hereinafter defined) and the Authorizing Ordinance, none of the Authorized Bonds have heretofore been issued and the Board hereby determines that it is necessary and advisable that there be issued at this time \$ _____ of the Authorized Bonds so authorized to pay costs of the Project; and

WHEREAS, the Authorized Bonds will be payable from the Pledged Revenues and the Pledged Taxes (both as hereinafter defined); and

WHEREAS, there are no outstanding bonds or other obligations of the Village payable from the Pledged Revenues; and

WHEREAS, the Board has heretofore determined and does hereby determine that the Pledged Revenues will be sufficient to provide or pay in each year to final maturity of the Authorized Bonds an amount not less than 1.25 times debt service of all alternate bonds payable

from the Pledged Revenues, including the Authorized Bonds now proposed to be issued in the amount of \$ _____ (the “*Bonds*” as hereinafter more fully defined); and

WHEREAS, the determination of the sufficiency (the “*Determination of Sufficiency*”) of the Pledged Revenues as stated in the preceding preamble is supported by the most recent audit of the Village, the same being the audit for the fiscal year ended May 31, 2023 (the “*Audit*”); and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President of the Village, on the 19th day of August, 2024, executed an order calling a public hearing (the “*Hearing*”) for the 16th day of September, 2024, concerning the intent of the Board to sell the Bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Daily Herald*, and (ii) by posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 16th day of September, 2024, and at the Hearing, the Board explained the reasons for the proposed Bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 16th day of September, 2024:

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

Section 1. Definitions. The words and terms used in this Ordinance shall have the meanings set forth and defined for them herein unless the context or use clearly indicates another or different meaning is intended, including the words and terms as follows:

“*Additional Bonds*” means any Alternate Bonds issued in the future on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

“Alternate Bonds” means any Outstanding bonds issued as alternate bonds under and pursuant to the provisions of the Debt Reform Act and payable from the Pledged Revenues, and includes, expressly, the Bonds.

“Applicable Law” means the Municipal Code and the Debt Reform Act, collectively.

“Bond” or *“Bonds”* means one or more, as applicable, of the \$ _____ General Obligation Bonds (Alternate Revenue Source), Series 2024, authorized to be issued by this Ordinance.

“Bond Fund” means the Village of North Aurora 2024 Alternate Bond Fund maintained hereunder and further described in Section 10 of this Ordinance.

“Bond Registrar” means Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto or successor designated hereunder, in its capacity as bond registrar and paying agent hereunder.

“Code” means the Internal Revenue Code of 1986, as amended.

“Dated Date” means _____, 2024.

“Fiscal Year” means that twelve-calendar month period beginning on the first day of June of any calendar year and ending on the last day of May of the next calendar year, or any other year designated as the Fiscal Year of the Village.

“Outstanding” when used with reference to the Bonds and Additional Bonds means any of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include any one or more of such bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal or redemption price thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at

maturity or as called for redemption all the principal or redemption price of and interest on the Bonds or Additional Bonds.

“Pledged Moneys” means the Pledged Revenues and the Pledged Taxes, collectively.

“Pledged Revenues” means collections distributed to the Village from those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers’ Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State of Illinois in the future.

“Pledged Taxes” means the ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds and more fully defined in Section 11 of this Ordinance.

“Project Fund” means the fund established hereunder and further described in Section 17 of this Ordinance.

“Tax-exempt” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“Treasurer” means the Village Treasurer of the Village.

“Village Clerk” means the Village Clerk of the Village.

Section 2. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct and complete and does hereby incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds; Determination of Sufficiency. It is necessary and in the best interests of the Village for the Village to undertake the Project for the public health, safety and welfare, all as described above, and to issue the Bonds to enable the Village to pay the costs thereof. The Determination of Sufficiency and the Audit are hereby approved by the Board.

Section 4. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$ _____ upon the credit of the Village and as evidence of such indebtedness to issue the Bonds to said amount, the proceeds of the Bonds to be used for the Project, and it is necessary and for the best interests of the Village that there be issued at this time \$ _____ of the Bonds so authorized.

Section 5. Bond Details. There be borrowed on the credit of and for and on behalf of the Village the sum of \$ _____ for the purpose aforesaid; and that the Bonds shall be issued in said amount and shall be designated “General Obligation Bonds (Alternate Revenue Source), Series 2024.” The Bonds shall be dated the Dated Date, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable (subject to prior redemption as hereinafter set forth) on January 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2026	\$	%
2027		%
2028		%
2029		%
2030		%
2031		%
2032		%
2033		%
2034		%
2035		%
2036		%
2037		%
2038		%
2039		%
2040		%
2041		%
2042		%
2043		%
2044		%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on July 1, 2025. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be executed on behalf of the Village by the President and attested by the Village Clerk, and shall have impressed or imprinted thereon the corporate seal of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before

the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners. (a) General. The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully

registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 5 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, the Village Clerk, the Treasurer and the Finance Director of the Village and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the

principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 5 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At

that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. (a) *Optional Redemption.* The Bonds due on and after January 1, 2034, are subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on January 1, 2033, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption.

(b) *Mandatory Redemption.* The Bonds due on January 1, 20__, are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	

The Bonds due on January 1, 20__, are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1, 20__, in the principal amount of \$_____.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *Redemption Procedure.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

The Village shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the Village and the Bond Registrar in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first-class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;

(2) the redemption price;

(3) if less than all of the Bonds of a single maturity are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust business office of the Bond Registrar.

Prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner, shall affect the sufficiency of such notice with respect to other Bonds. Notice having been properly given, failure of a registered owner to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by the registered owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for payment of interest

due on or prior to the redemption date shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity and bearing the same rate of interest in the amount of the unpaid principal. If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [7] through [] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KANE
VILLAGE OF NORTH AURORA
GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2024**

See Reverse Side for
Additional Provisions

Interest Rate: _____% Maturity Date: January 1, 20__ Dated Date: _____, 2024 CUSIP: _____

Registered Owner:

Principal Amount: _____ DOLLARS

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of North Aurora, Kane County, Illinois, a municipality and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, such interest to be payable on July 1, 2025, and semiannually thereafter on January 1 and July 1 of each year until the Principal Amount is paid. The Principal Amount of this Bond is payable in lawful money of the United States of America upon presentation at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the 15th day of the month

next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of all Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance.

[4] FOR THE PROMPT PAYMENT OF THIS BOND, BOTH PRINCIPAL AND INTEREST AT MATURITY, THE FULL FAITH, CREDIT AND RESOURCES OF THE VILLAGE ARE HEREBY IRREVOCABLY PLEDGED.

[5] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[6] IN WITNESS WHEREOF the Village of North Aurora, Kane County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed with the signature of its President and attested by the signature of its Village Clerk and its corporate seal to be impressed hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of North Aurora,
Kane County, Illinois

ATTEST:

Village Clerk, Village of North Aurora,
Kane County, Illinois

[SEAL]

Date of Authentication: _____, 2024

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago,
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds (Alternate Revenue Source), Series 2024, of the Village of North Aurora, Kane County, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____ (Manual Signature)
Authorized Officer

[Form of Bond - Reverse Side]

**VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS
GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2024**

[7] This Bond and the bonds of the series of which it forms a part (“*Bond*” and “*Bonds*” respectively) are of an authorized issue of \$ _____, of like dated date and tenor except as to maturity, rate of interest and privilege of redemption, and are issued pursuant to applicable provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”), and the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”).

[8] The Bonds are issued pursuant to an original authorizing ordinance passed by the President and Board of Trustees of the Village (the “*Board*”) and by a more complete bond ordinance passed by the Board on the 7th day of October, 2024 (the “*Ordinance*”), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents. This Bond does not and will not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes (as defined in the Ordinance) shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Pledged Revenues (as hereinafter defined) for a complete Fiscal Year.

[9] The Bonds are payable from (a) collections distributed to the Village from those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers’ Occupation Tax Act, each as supplemented and amended

from time to time, or substitute taxes therefor as provided by the State of Illinois in the future (the “*Pledged Revenues*”), and (b) the Pledged Taxes.

[10] The Bonds due on January 1, 20__, are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	

[11] The Bonds due on January 1, 20__, are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1, 20__, in the principal amount of \$_____.

[12] The Bonds due on and after January 1, 2034, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on January 1, 2033, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[13] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[14] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago,

Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[15] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[16] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Treatment of Bonds As Debt. The Bonds shall be payable from the Pledged Moneys and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 11 hereof, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Debt Reform Act.

Section 10. Series 2024 Alternate Bond Fund. There is hereby created a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the “*Village of North Aurora 2024 Alternate Bond Fund*” (the “*Bond Fund*”). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Moneys for any of the Bonds. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts of the Bond Fund, designated the Pledged Revenues Account and the Pledged Taxes Account. All revenues to be applied to the payment of the Bonds (other than Pledged Taxes) shall be deposited to the credit of the Pledged Revenues Account and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund. The

Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Section 11. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes (the “*Pledged Taxes*”):

FOR THE YEAR		A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2024	\$	for principal and interest up to and including January 1, 2026
2025	\$	for principal and interest
2026	\$	for principal and interest
2027	\$	for principal and interest
2028	\$	for principal and interest
2029	\$	for principal and interest
2030	\$	for principal and interest
2031	\$	for principal and interest
2032	\$	for principal and interest
2033	\$	for principal and interest
2034	\$	for principal and interest
2035	\$	for principal and interest
2036	\$	for principal and interest
2037	\$	for principal and interest
2038	\$	for principal and interest
2039	\$	for principal and interest
2040	\$	for principal and interest
2041	\$	for principal and interest
2042	\$	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged

Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Section 12. Filing with County Clerk. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk of The County of Kane, Illinois (the “*County Clerk*”). The County Clerk shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of the Bond Fund; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 13. Abatement of Pledged Taxes. Whenever the Pledged Revenues or other lawfully available funds are available to pay any principal of or interest on the Bonds when due, so as to enable the abatement of the Pledged Taxes levied for the same, the Board or the officers of the Village acting with proper authority shall direct the deposit of such funds into the Pledged Revenues Account. The Board shall direct the abatement of the Pledged Taxes by the amount of such deposit, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 14. Pledged Revenues; General Covenants. The Village covenants and agrees with the holders of the Bonds that, so long as any Bonds remain Outstanding:

- A. The Pledged Revenues are hereby pledged to the payment of the Bonds; and the Board covenants and agrees to provide for, collect and apply the Pledged Revenues to

the payment of all of such bonds as are from time to time Outstanding Bonds and the provision of not less than an additional 0.25 times debt service thereon, all in accordance with Section 15 of the Debt Reform Act.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of, interest on and premium, if any, to become due in respect to the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Project, the Pledged Revenues and the Bond Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the principal amount of the Outstanding Bonds or their representatives authorized in writing.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are Outstanding, the Village will continue to deposit the Pledged Revenues and, if necessary, the Pledged Taxes to the appropriate accounts of the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and the Pledged Taxes may be collected as provided herein and deposited into the Bond Fund.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

Section 15. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; *provided, however,* that not Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act.

Section 16. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to [Purchaser], the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$_____; the contract for the sale of the Bonds heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the

Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 17. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, shall be deposited to the credit of the Bond Fund and applied to pay first interest due on the Bonds.

(b) The remaining proceeds shall be set aside in a separate fund hereby created and designated as the “Project Fund (2024)” (the “*Project Fund*”), which the Village shall maintain as a separate and segregated account. Money in said fund shall be withdrawn from time to time as needed for the payment of costs of the Project and paying the fees and expenses incidental thereto, including costs of issuance of the Bonds. At the time of issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the sale proceeds of the Bonds.

Funds on deposit in the Bond Fund and the Project Fund shall be invested by the Village Treasurer in accordance with applicable Illinois law.

Section 18. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “*IRS*”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever

federal tax law is adopted in the future which applies to the Bonds and affects the Tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, the Village Clerk and the Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 19. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 20. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 21. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President on advice of counsel, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this section.

Section 22. Continuing Disclosure Undertaking. The President is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in substantially the same form as now before the Village, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding upon the Village and the officers, employees and agents of the Village, and the officers,

employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 23. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes (such as the Bonds) or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (the “*Tax Advantaged Obligations*”). Further, it is necessary and in the best interest of the Village that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the Village’s covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Village’s Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the Village hereby adopt the following Record-Keeping Policy:

(a) *Compliance Officer Is Responsible for Records.* The Finance Director of the Village (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete

counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the Village has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from “gross income” for federal income tax purposes, that the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the "*Contracts*"), with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Village employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to Tax-exempt bonds (and build America

bonds and tax credit bonds to the extent the Village has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the Village. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Village also recognizes that these procedures may need to be revised in the event the Village enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 24. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 25. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 26. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Section 27. Effective Date. This Ordinance shall be effective immediately.

ADOPTED by the President and Board of Trustees on October 7, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on October 7, 2024.

President,
Village of North Aurora,
Kane County, Illinois

RECORDED in the Village Records on October 7, 2024.

Attest:

Village Clerk,
Village of North Aurora,
Kane County, Illinois

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, including a public recital of the nature of the matter being considered and other information that informed the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

NAY: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of North Aurora, Kane County, Illinois (the “*Village*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the “*Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 7th day of October, 2024, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2024, of the Village of North Aurora, Kane County, Illinois, for the purpose of paying the costs of constructing and equipping a new Public Works facility in and for said Village, prescribing the details of said bonds and providing for collection, segregation and application of sales tax receipts and the imposition of a property tax to pay said bonds.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Code and said Act and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 7th day of October, 2024.

Village Clerk, Village of North Aurora,
Kane County, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, (the “*County*”), and as such officer I do hereby certify that on the ____ day of _____, 2024, there was filed in my office a duly certified copy of an ordinance numbered _____ and entitled:

AN ORDINANCE authorizing and providing for the issuance of \$ _____ General Obligation Bonds (Alternate Revenue Source), Series 2024, of the Village of North Aurora, Kane County, Illinois, for the purpose of paying the costs of constructing and equipping a new Public Works facility in and for said Village, prescribing the details of said bonds and providing for collection, segregation and application of sales tax receipts and the imposition of a property tax to pay said bonds.

adopted by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, on the 7th day of October, 2024, and approved by the President of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the County this ____ day of _____, 2024.

County Clerk of
The County of Kane, Illinois

[SEAL]