



**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/82046169857>

Meeting ID: 820 4616 9857 | **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 10/07/2024; Committee of the Whole Minutes dated 10/07/2024
2. Bills List Dated 10/21/2024 in the Amount of **\$944,419.13**
3. Approval of Salt Purchase from Morton Salt in the Amount of **\$36,650.00** with the option to Spend up to **\$42,780.00**
4. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety For Public Improvements For Seasons At North Aurora
5. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety For Public Improvements For Seasons At North Aurora (Zepelak Drive)
6. Approval of 2025 Annual Contribution to IMLRMA in the Amount of **\$397,262.25**
7. Approval of Resolution Approving an Intergovernmental Agreement with the County of Kane for Animal Control Services

NEW BUSINESS

1. Approval of Ordinance Amending Chapter 5.40 of the North Aurora Municipal Code Regarding the Regulation and Inspection of Tobacco in the Village of North Aurora
2. Approval of Resolution Approving the Economic Development Strategy
3. Approval of Resolution to Amend the Public Works Policies Manual for the Village of North Aurora
4. Approval to Award Contract for Material Testing Services at New Public Works Facility Site to Testing Services Corporation in the Amount of **\$88,800.00**

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

Accounts Payable

To Be Paid Proof List

User: ablaser
 Printed: 10/17/2024 - 11:16AM
 Batch: 00502.10.2024



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
ACSI Mechanical Group									
468558									
29972	7/26/2024	7,818.00	0.00	10/21/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce					Boiler Maintenance- PD				
29972 Total:		7,818.00							
ACSI Mechanical Group T		7,818.00							
Aflac									
030540									
530958	9/26/2024	457.90	0.00	10/21/2024				No	0
01-000-2053 AFLAC					AFLAC- September 2024				
530958 Total:		457.90							
Aflac Total:		457.90							
AIM									
046510									
1002347	10/1/2024	126.00	0.00	10/21/2024				No	0
01-435-4267 Finance Services					Flex125- September 2024				
1002347 Total:		126.00							
AIM Total:		126.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Associated Technical Services, Ltd.									
048610									
39117	10/1/2024	804.00	0.00	10/21/2024				No	0
60-445-4568	Watermain Rprs. & Rplcmnts.			Locate- 141 N Lincolnway					
	39117 Total:	804.00							
	Associated Technical Serv	804.00							
AT&T Mobility									
468386									
*** 287322262314	9/19/2024	324.40	0.00	10/21/2024				No	0
01-430-4652	Phones and Connectivity			Cell Phone 8/20 - 9/19 Admin					
	287322262314 Total:	324.40							
*** 287322262477	9/19/2024	126.36	0.00	10/21/2024				No	0
01-441-4652	Phones and Connectivity			Cell Phone 8/20 - 9/19 CommDev					
	287322262477 Total:	126.36							
*** 287322277733	9/19/2024	710.35	0.00	10/21/2024				No	0
01-445-4652	Phones and Connectivity			Cell Phone 8/20 - 9/19 PW					
	287322277733 Total:	710.35							
*** 287322279371	9/19/2024	567.78	0.00	10/21/2024				No	0
60-445-4652	Phones and Connectivity			Cell Phone 8/20 - 9/19 Water					
	287322279371 Total:	567.78							
*** 287322279713	9/19/2024	1,460.10	0.00	10/21/2024				No	0
01-440-4652	Phones and Connectivity			Cell Phone 8/20 - 9/19 PD					
	287322279713 Total:	1,460.10							
	AT&T Mobility Total:	3,188.99							

Atlas Bobcat, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
029330									
QA7001	9/28/2024	11,853.12	0.00	10/21/2024				No	0
71-430-4870 Equipment				Mower					
	QA7001 Total:	11,853.12							
	Atlas Bobcat, Inc. Total:	11,853.12							
B & F Construction									
015600									
19991	10/1/2024	6,706.33	0.00	10/21/2024				No	0
01-441-4276 Inspection Services				Inspections- August 2024					
	19991 Total:	6,706.33							
66060	9/12/2024	675.00	0.00	10/21/2024				No	0
01-441-4276 Inspection Services				Plan Review- Comfort Inn & Suites					
	66060 Total:	675.00							
66066	9/12/2024	1,369.06	0.00	10/21/2024				No	0
01-441-4276 Inspection Services				Plan Review- Veterans Affairs Ph3					
	66066 Total:	1,369.06							
66098	9/16/2024	675.00	0.00	10/21/2024				No	0
01-441-4276 Inspection Services				Plan Review- Hometowne Studios Chicago					
	66098 Total:	675.00							
66120	9/17/2024	1,059.30	0.00	10/21/2024				No	0
01-441-4276 Inspection Services				Plan Review- 553 Quail St					
	66120 Total:	1,059.30							
66136	9/18/2024	1,013.96	0.00	10/21/2024				No	0
01-441-4276 Inspection Services				Plan Review- 529 Moose Lake					
	66136 Total:	1,013.96							
66225	9/27/2024	375.00	0.00	10/21/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-441-4276				Inspection Services	Plan Review- Messenger Library				
		66225 Total:							
			375.00						
66306	10/2/2024		0.00	10/21/2024				No	0
01-441-4276				Inspection Services	Plan Review- Marberry Cleaners				
		66306 Total:							
			750.00						
		B & F Construction Total:							
			12,623.65						
Brevan, LLC									
468881									
10092024	10/9/2024		0.00	10/21/2024				No	0
01-310-3118				Liquor Licenses	Overpayment Refund- Video Gaming Terminal Registration				
		10092024 Total:							
			125.00						
		Brevan, LLC Total:							
			125.00						
Buckeye Power Sales Co., Inc.									
468441									
PSV390069	10/3/2024		0.00	10/21/2024				No	0
60-445-4567				Treatment Plant Repair/Maint	WTP Generator Repair				
		PSV390069 Total:							
			730.00						
PSV390281	10/4/2024		0.00	10/21/2024				No	0
60-445-4567				Treatment Plant Repair/Maint	ETP Generator Repair				
		PSV390281 Total:							
			680.00						
		Buckeye Power Sales Co.,							
			1,410.00						
Builders Paving, LLC									
044930									
2404703	9/20/2024		0.00	10/21/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
21-450-4875 Capital Improvements				2024 Road Program					
	2404703 Total:	188,180.24							
	Builders Paving, LLC Total	188,180.24							
Camic Johnson, LTD. 03989 *** 165	9/30/2024	350.00	0.00	10/21/2024				No	0
01-440-4260 Legal				Adjudication					
	165 Total:	350.00							
	Camic Johnson, LTD. Tota	350.00							
Capital Printing & Die Cutting, Inc 468305 INV-4751	9/26/2024	1,019.50	0.00	10/21/2024				No	0
01-440-4511 Vehicle Repair and Maint				Squad Graphics (EMA)					
	INV-4751 Total:	1,019.50							
INV-4752	9/25/2024	1,146.14	0.00	10/21/2024				No	0
01-440-4511 Vehicle Repair and Maint				Squad Graphics (EMA)					
	INV-4752 Total:	1,146.14							
	Capital Printing & Die Cut	2,165.64							
Carus Corporation 033300 SLS 10116508	9/19/2024	3,509.40	0.00	10/21/2024				No	0
60-445-4437 Chemicals - Water Treatment				HMO Chemicals- WTP					
	SLS 10116508 Total:	3,509.40							
SLS 10116511	9/19/2024	2,699.60	0.00	10/21/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60-445-4437				Chemicals - Water Treatment		HMO Chemicals- ETP			
		<u>2,699.60</u>		SLS 10116511 Total:					
		<u>6,209.00</u>		Carus Corporation Total:					
City of Aurora 027870 236221	9/19/2024	1,116.50	0.00	10/21/2024				No	0
				60-445-4562 Testing (water)		Water Testing- August 2024			
		<u>1,116.50</u>		236221 Total:					
		<u>1,116.50</u>		City of Aurora Total:					
Commercial Tire Services, Inc. 038680 3330046852	9/27/2024	1,321.06	0.00	10/21/2024				No	0
				60-445-4511 Vehicle Repair and Maint		Tires- Truck #144			
		<u>1,321.06</u>		3330046852 Total:					
		<u>1,321.06</u>		Commercial Tire Services, I					
Commonwealth Edison 000330 *** 1392693000	9/18/2024	2,934.76	0.00	10/21/2024				No	0
				10-445-4660 Street Lighting and Poles		Streetlights/ 211 River Rd			
		<u>2,934.76</u>		1392693000 Total:					
		<u>2,934.76</u>		Commonwealth Edison Tot					

Core & Main
039040

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
V700014	9/25/2024	126.50	0.00	10/21/2024				No	0
60-445-4568	Watermain Rprs. & Rplcmts.			2" Repair Clamp					
	V700014 Total:	126.50							
V746659	10/3/2024	281.50	0.00	10/21/2024				No	0
60-445-4568	Watermain Rprs. & Rplcmts.			6" Repair Clamp					
	V746659 Total:	281.50							
V752661	10/3/2024	252.00	0.00	10/21/2024				No	0
60-445-4568	Watermain Rprs. & Rplcmts.			1.25" B-Box Repair Sections					
	V752661 Total:	252.00							
V752684	10/3/2024	126.00	0.00	10/21/2024				No	0
60-445-4568	Watermain Rprs. & Rplcmts.			1.25" B-Box Repair Sections					
	V752684 Total:	126.00							
	Core & Main Total:	786.00							
DACRA Adjudication Systems									
467842									
DT 2024-09-006	9/30/2024	2,434.79	0.00	10/21/2024				No	0
01-440-4513	Software Maintenance			Adjudication					
	DT 2024-09-006 Total:	2,434.79							
	DACRA Adjudication Syst	2,434.79							
Drendel & Jansons Law Group									
028580									
11548	8/31/2024	20.00	0.00	10/21/2024				No	0
01-430-4260	Legal			Legal Services- Liquor/ Aug 2024					
	11548 Total:	20.00							
11549	8/31/2024	1,890.00	0.00	10/21/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-440-4260 Legal				Legal Services- PD/ Aug 2024					
	11549 Total:	1,890.00							
11550	8/31/2024	405.75	0.00	10/21/2024				No	0
01-445-4260 Legal				Legal Services- PW/ Aug 2024					
	11550 Total:	405.75							
11553	8/31/2024	146.67	0.00	10/21/2024				No	0
01-445-4260 Legal				Legal Services- Aurora Packing/ Aug 2024					
	11553 Total:	146.67							
11554	8/31/2024	1,536.66	0.00	10/21/2024				No	0
01-441-4260 Legal				Legal Services- CommDev/ Aug 2024					
	11554 Total:	1,536.66							
11555	8/31/2024	2,254.31	0.00	10/21/2024				No	0
01-430-4260 Legal				Legal Services- General/ Aug 2024					
	11555 Total:	2,254.31							
	Drendel & Jansons Law Gr	6,253.39							
Ethan Majerus 468372									
10012024	10/1/2024	71.67	0.00	10/21/2024				No	0
01-440-4380 Training				Training Travel Reimbursement					
	10012024 Total:	71.67							
10022024	10/2/2024	30.00	0.00	10/21/2024				No	0
01-440-4380 Training				Training Reimbursement					
	10022024 Total:	30.00							
	Ethan Majerus Total:	101.67							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Feece Oil									
031060									
4090887	7/15/2024	3,663.85	0.00	10/21/2024				No	0
71-000-1340 Gas/Diesel Escrow				Mid-Grade Fuel					
	4090887 Total:	3,663.85							
Fox Metro									
029650									
10012024	10/1/2024	180.00	0.00	10/21/2024				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				New Service Inspections (6)					
	10012024 Total:	180.00							
	Fox Metro Total:	180.00							
Frederick Quinn Corporation									
468882									
FQC #564	10/9/2024	192,510.00	0.00	10/21/2024				No	0
21-452-4501 Contractual Services				PW Construction Management Fees					
	FQC #564 Total:	192,510.00							
	Frederick Quinn Corporatio	192,510.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Gerald Ford									
467768									
6074403/1	9/23/2024	514.93	0.00	10/21/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Repair					
	6074403/1 Total:	514.93							
	Gerald Ford Total:	514.93							
Gerald Realty Holdings LLC									
468332									
10092024	10/9/2024	31,522.84	0.00	10/21/2024				No	0
01-490-4781	Sales Tax Rebates			Gerald Genesis Rebate- Apr 24 To Jun 24					
	10092024 Total:	31,522.84							
	Gerald Realty Holdings LL	31,522.84							
Grainger									
031900									
9253786025	10/14/2024	78.60	0.00	10/21/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			Light Ballast					
	9253786025 Total:	78.60							
	Grainger Total:	78.60							
Hach Company									
014100									
14205596	9/30/2024	549.20	0.00	10/21/2024				No	0
60-445-4562	Testing (water)			Reagents					
	14205596 Total:	549.20							
14208656	10/2/2024	872.60	0.00	10/21/2024				No	0
60-445-4562	Testing (water)			Reagents					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	14208656 Total:	872.60							
	Hach Company Total:	1,421.80							
Harmonic Heating & Air Conditioning									
047680									
I-15948-1	5/19/2024	4,169.00	0.00	10/21/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Maintenance- VH					
	I-15948-1 Total:	4,169.00							
*** I-15953-1	3/20/2024	340.00	0.00	10/21/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Repair- PD					
	I-15953-1 Total:	340.00							
*** I-15953-2	4/1/2024	1,015.00	0.00	10/21/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Humidifier- PD					
	I-15953-2 Total:	1,015.00							
	Harmonic Heating & Air C	5,524.00							
Heartland Controls Enterprise, Inc									
468869									
INV5864-1	10/1/2024	60.12	0.00	10/21/2024				No	0
60-464-4875 Capital Improvements				Drying Tube Assembly					
	INV5864-1 Total:	60.12							
	Heartland Controls Enterpr	60.12							
Hey and Associates, Inc.									
040900									
23-0389-19174	10/8/2024	1,613.65	0.00	10/21/2024				No	0
17-032-4533 Maintenance				Vegetation Management- Town Center					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	23-0389-19174 Total:	1,613.65							
	Hey and Associates, Inc. T	1,613.65							
High Star Traffic 021520 8319	10/2/2024	2,485.00	0.00	10/21/2024				No	0
60-445-4870 Equipment				Cones & Barricades					
	8319 Total:	2,485.00							
	High Star Traffic Total:	2,485.00							
Huddleston-Mcbride Land 028240 30224	10/1/2024	5,977.50	0.00	10/21/2024				No	0
60-472-4255 Engineering				Drain Tile Survey New Water Tower					
	30224 Total:	5,977.50							
	Huddleston-Mcbride Land	5,977.50							
Illinois Section American WWA 025350 200092339	10/10/2024	48.00	0.00	10/21/2024				No	0
60-445-4380 Training				Utility Math Refresher- Kennedy					
	200092339 Total:	48.00							
200092340	10/10/2024	244.00	0.00	10/21/2024				No	0
60-445-4380 Training				Water Training- Kennedy					
	200092340 Total:	244.00							
	Illinois Section American W	292.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Illinois State Police Bureau of 041810									
20240903557	9/1/2024	113.00	0.00	10/21/2024				No	0
01-440-4799 Misc.				Liquor License Fingerprints					
	20240903557 Total:	113.00							
	Illinois State Police Bureau	113.00							
Industrial Door Company 044430									
123404	9/24/2024	1,198.35	0.00	10/21/2024				No	0
01-445-4530 Public Grounds/Parks Maint				Gate Repair- PD					
	123404 Total:	1,198.35							
338	9/26/2024	1,372.00	0.00	10/21/2024				No	0
01-445-4530 Public Grounds/Parks Maint				Door Repair- PW Garage					
	338 Total:	1,372.00							
	Industrial Door Company T	2,570.35							
J & S Construction 029060									
2404601	10/11/2024	4,764.00	0.00	10/21/2024				No	0
60-445-4568 Watermain Rprs. & Rplcmts.				EM Repair- 141 N Lincolnway					
	2404601 Total:	4,764.00							
	J & S Construction Total:	4,764.00							
JADE Hanna Surveyors, LLC 468128									
30392	10/3/2024	4,350.00	0.00	10/21/2024				No	0
60-460-4255 Engineering				Watermain Survey- Aspen Ct					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	30392 Total:	4,350.00							
	JADE Hanna Surveyors, L	4,350.00							
Johnson & Buh, LLC 467744 NAUR24-03	10/1/2024	3,850.00	0.00	10/21/2024				No	0
01-410-4260 Legal				Local DUI Prosecution					
	NAUR24-03 Total:	3,850.00							
	Johnson & Buh, LLC Total	3,850.00							
Judges 2008 LLC 468520 236	10/1/2024	553.46	0.00	10/21/2024				No	0
01-440-4511 Vehicle Repair and Maint				Squad Washes- September 2024					
	236 Total:	553.46							
	Judges 2008 LLC Total:	553.46							
Kane County Recorder 010600 NAUR091024	9/10/2024	116.00	0.00	10/21/2024				No	0
01-441-4506 Publishing				Recording Fees					
	NAUR091024 Total:	116.00							
	Kane County Recorder Tot	116.00							
LAI, LLC. 042910 011267	1/22/2024	1,898.23	0.00	10/21/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60-445-4567	Treatment Plant Repair/Maint			HMO Hoses					
	011267 Total:	1,898.23							
24-60942	5/14/2024	17,533.19	0.00	10/21/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			HMO Pumps					
	24-60942 Total:	17,533.19							
	LAI, LLC. Total:	19,431.42							
Layne Christensen Company									
025170									
2797712	9/16/2024	3,880.00	0.00	10/21/2024				No	0
60-464-4875	Capital Improvements			Well #6 Maintenance					
	2797712 Total:	3,880.00							
	Layne Christensen Compan	3,880.00							
Leonardi Appliance									
029710									
178919	10/2/2024	99.00	0.00	10/21/2024				No	0
01-440-4799	Misc.			Refrigerator Repair					
	178919 Total:	99.00							
	Leonardi Appliance Total:	99.00							
LionHeart Critical Power Specialists Inc.									
468857									
62926	9/25/2024	961.50	0.00	10/21/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			WTP Generator Repair					
	62926 Total:	961.50							
63056	9/30/2024	49,016.00	0.00	10/21/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60-445-4567	Treatment Plant Repair/Maint			WTP ECM Replacement					
	63056 Total:	49,016.00							
	LionHeart Critical Power S	49,977.50							
Menards									
016070									
35905	9/18/2024	65.98	0.00	10/21/2024				No	0
01-445-4530	Public Grounds/Parks Maint			Flowerpot Mesh					
	35905 Total:	65.98							
35907	9/18/2024	153.86	0.00	10/21/2024				No	0
01-445-4870	Equipment			Pliers, Pail, Earmuffs					
	35907 Total:	153.86							
35917	9/18/2024	272.71	0.00	10/21/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			WTP Lighting Repair					
	35917 Total:	272.71							
35949	9/19/2024	71.28	0.00	10/21/2024				No	0
01-490-4761	Beautification Committee			Garden Mums					
	35949 Total:	71.28							
35949-02	9/19/2024	47.53	0.00	10/21/2024				No	0
01-445-4870	Equipment			Level, Laser Level, Chalk					
	35949-02 Total:	47.53							
35959	9/19/2024	2,602.51	0.00	10/21/2024				No	0
60-445-4423	Tools			Tools & Tool Chest- TPs					
	35959 Total:	2,602.51							
36058	9/20/2024	332.35	0.00	10/21/2024				No	0
60-445-4423	Tools			Tools For TPs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	36058 Total:	332.35							
36294	9/24/2024	165.94	0.00	10/21/2024				No	0
01-445-4423	Tools			Shovels					
	36294 Total:	165.94							
36294-02	9/24/2024	4.88	0.00	10/21/2024				No	0
01-445-4421	Custodial Supplies			Plastic Spoons					
	36294-02 Total:	4.88							
36355	9/25/2024	29.57	0.00	10/21/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			Batteries					
	36355 Total:	29.57							
36355-02	9/25/2024	130.63	0.00	10/21/2024				No	0
60-445-4423	Tools			Replacement Tools					
	36355-02 Total:	130.63							
36423	9/26/2024	24.64	0.00	10/21/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			Washing Machine Piping					
	36423 Total:	24.64							
36423-02	9/26/2024	96.04	0.00	10/21/2024				No	0
60-445-4423	Tools			ETP Tools					
	36423-02 Total:	96.04							
36724	10/2/2024	40.94	0.00	10/21/2024				No	0
01-445-4870	Equipment			Tarp, Knife, Multi Tool					
	36724 Total:	40.94							
	Menards Total:	4,038.86							

Metallo Services, Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
052370									
09292024	9/29/2024	5,698.00	0.00	10/21/2024				No	0
01-445-4532 Tree Service				Stump Removal (37)					
	09292024 Total:	5,698.00							
10042024	10/4/2024	1,694.00	0.00	10/21/2024				No	0
01-445-4532 Tree Service				Stump Removal (11)					
	10042024 Total:	1,694.00							
	Metallo Services, Inc Total	7,392.00							
METRONET									
467874									
08242024	8/24/2024	999.45	0.00	10/21/2024				No	0
01-430-4652 Phones and Connectivity				Phone, Internet 8/24 - 9/23					
	08242024 Total:	999.45							
08242024-02	8/24/2024	804.33	0.00	10/21/2024				No	0
01-445-4652 Phones and Connectivity				Phone, Internet 8/24 - 9/23					
	08242024-02 Total:	804.33							
08242024-03	8/24/2024	940.43	0.00	10/21/2024				No	0
60-445-4652 Phones and Connectivity				Phone, Internet 8/24 - 9/23					
	08242024-03 Total:	940.43							
08242024-04	8/24/2024	778.61	0.00	10/21/2024				No	0
01-441-4652 Phones and Connectivity				Phone, Internet 8/24 - 9/23					
	08242024-04 Total:	778.61							
08242024-05	8/24/2024	2,030.26	0.00	10/21/2024				No	0
01-440-4652 Phones and Connectivity				Phone, Internet 8/24 - 9/23					
	08242024-05 Total:	2,030.26							
09242024	9/24/2024	950.10	0.00	10/21/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-430-4652 Phones and Connectivity				Phone, Internet 9/24 - 10/23					
	09242024 Total:	950.10							
09242024-02	9/24/2024	757.38	0.00	10/21/2024				No	0
01-445-4652 Phones and Connectivity				Phone, Internet 9/24 - 10/23					
	09242024-02 Total:	757.38							
09242024-03	9/24/2024	878.13	0.00	10/21/2024				No	0
60-445-4652 Phones and Connectivity				Phone, Internet 9/24 - 10/23					
	09242024-03 Total:	878.13							
09242024-04	9/24/2024	727.61	0.00	10/21/2024				No	0
01-441-4652 Phones and Connectivity				Phone, Internet 9/24 - 10/23					
	09242024-04 Total:	727.61							
09242024-05	9/24/2024	1,928.72	0.00	10/21/2024				No	0
01-440-4652 Phones and Connectivity				Phone, Internet 9/24 - 10/23					
	09242024-05 Total:	1,928.72							
	METRONET Total:	10,795.02							
MOSCA Design, Inc 468884									
39751	10/2/2024	21,466.80	0.00	10/21/2024				No	0
01-490-4761 Beautification Committee				Christmas Decorations					
	39751 Total:	21,466.80							
	MOSCA Design, Inc Total:	21,466.80							
Nathan Darga 468879									
10042024	10/4/2024	172.50	0.00	10/21/2024				No	0
01-441-4370 Conferences & Travel				Travel Reimbursement For Mileage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10042024 Total:	172.50							
	Nathan Darga Total:	172.50							
North Aurora Lions Club 467640 10042024	10/4/2024	90.00	0.00	10/21/2024				No	0
01-445-4530 Public Grounds/Parks Maint				Fall Display (2)- VH					
	10042024 Total:	90.00							
	North Aurora Lions Club T	90.00							
North Aurora NAPA, Inc. 038730 473958	9/11/2024	122.94	0.00	10/21/2024				No	0
01-445-4511 Vehicle Repair and Maint				Coil & Couplings- Truck #190					
	473958 Total:	122.94							
474021	9/12/2024	84.99	0.00	10/21/2024				No	0
01-445-4870 Equipment				PW Tools					
	474021 Total:	84.99							
474243	9/16/2024	389.04	0.00	10/21/2024				No	0
01-445-4511 Vehicle Repair and Maint				Ball Mount					
	474243 Total:	389.04							
474260	9/16/2024	19.68	0.00	10/21/2024				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts					
	474260 Total:	19.68							
474280	9/16/2024	321.98	0.00	10/21/2024				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	474280 Total:	321.98							
474302	9/16/2024	364.85	0.00	10/21/2024				No	0
01-445-4421	Custodial Supplies			Street Cleaning					
	474302 Total:	364.85							
474341	9/17/2024	40.35	0.00	10/21/2024				No	0
01-445-4870	Equipment			PW Tools					
	474341 Total:	40.35							
474344	9/17/2024	356.25	0.00	10/21/2024				No	0
01-445-4870	Equipment			PW Tools					
	474344 Total:	356.25							
474351	9/17/2024	213.32	0.00	10/21/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
	474351 Total:	213.32							
474429	9/18/2024	26.47	0.00	10/21/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts					
	474429 Total:	26.47							
474536	9/19/2024	391.85	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Street PD Sweeper Battery					
	474536 Total:	391.85							
474589	9/19/2024	-208.60	0.00	10/21/2024				No	0
01-440-4511	Vehicle Repair and Maint			Squad Parts Credit					
	474589 Total:	-208.60							
474652	9/20/2024	-45.00	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Core Deposit Credit					
	474652 Total:	-45.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
474682	9/20/2024	51.48	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Hook & Pick Tool Set					
	474682 Total:	51.48							
474687	9/20/2024	205.99	0.00	10/21/2024				No	0
60-445-4511	Vehicle Repair and Maint			Parts- Truck #183					
	474687 Total:	205.99							
474806	9/23/2024	31.37	0.00	10/21/2024				No	0
60-445-4511	Vehicle Repair and Maint			Parts- Truck #183					
	474806 Total:	31.37							
474841	9/23/2024	436.79	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Coolant & Oil Cooler					
	474841 Total:	436.79							
475032	9/26/2024	74.97	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Motor Oil					
	475032 Total:	74.97							
475043	9/26/2024	68.94	0.00	10/21/2024				No	0
60-445-4511	Vehicle Repair and Maint			Motor Tune-Up					
	475043 Total:	68.94							
475044	9/26/2024	104.48	0.00	10/21/2024				No	0
60-445-4511	Vehicle Repair and Maint			Parts- Truck #144					
	475044 Total:	104.48							
475046	9/26/2024	44.12	0.00	10/21/2024				No	0
60-445-4511	Vehicle Repair and Maint			Parts- Truck #144					
	475046 Total:	44.12							
475073	9/26/2024	124.95	0.00	10/21/2024				No	0
60-445-4511	Vehicle Repair and Maint			Parts- Truck #144					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		124.95							
475073 Total:		124.95							
475099	9/27/2024	59.99	0.00	10/21/2024				No	0
01-445-4511				PW Tools					
		59.99							
475099 Total:		59.99							
475125	9/27/2024	174.38	0.00	10/21/2024				No	0
01-440-4511				Squad Parts					
		174.38							
475125 Total:		174.38							
475133	9/27/2024	-36.00	0.00	10/21/2024				No	0
01-440-4511				Squad Parts Credit					
		-36.00							
475133 Total:		-36.00							
475140	9/27/2024	93.40	0.00	10/21/2024				No	0
01-445-4511				Floor Oil Dry					
		93.40							
475140 Total:		93.40							
475143	9/27/2024	3.44	0.00	10/21/2024				No	0
01-445-4511				O-Rings- Truck #183					
		3.44							
475143 Total:		3.44							
475146	9/27/2024	2.40	0.00	10/21/2024				No	0
60-445-4511				O-Rings					
		2.40							
475146 Total:		2.40							
475149	9/27/2024	34.19	0.00	10/21/2024				No	0
01-445-4511				PW Tools					
		34.19							
475149 Total:		34.19							
475254	9/30/2024	29.94	0.00	10/21/2024				No	0
01-445-4511				Paint Stripper					
		29.94							
475254 Total:		29.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
475259	9/30/2024	329.39	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			New Parts Cleaner					
	475259 Total:	329.39							
475388	10/1/2024	2,249.00	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Parts, Brake Wash					
	475388 Total:	2,249.00							
475393	10/1/2024	144.14	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Cylinder & Steering Column SFT- 2006 Chevy					
	475393 Total:	144.14							
475433	10/2/2024	219.26	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Air & Fuel Filters- Truck #194					
	475433 Total:	219.26							
475455	10/2/2024	109.90	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Antifreeze					
	475455 Total:	109.90							
475541	10/3/2024	54.68	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Filter- Truck #181					
	475541 Total:	54.68							
475544	10/3/2024	218.72	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Filter- Truck #181					
	475544 Total:	218.72							
475552	10/3/2024	68.37	0.00	10/21/2024				No	0
01-445-4511	Vehicle Repair and Maint			Horns (3)					
	475552 Total:	68.37							
	North Aurora NAPA, Inc. T	6,976.41							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
North East Multi-Regional Training, Inc.									
001520									
*** 362075	9/17/2024	100.00	0.00	10/21/2024				No	0
01-440-4380 Training				Training- McCoy, Nordstrom					
	362075 Total:	100.00							
362409	9/30/2024	1,000.00	0.00	10/21/2024				No	0
01-440-4383 Firearm Training				Firearms Training					
	362409 Total:	1,000.00							
362442	9/30/2024	125.00	0.00	10/21/2024				No	0
01-440-4380 Training				Training- Ragle					
	362442 Total:	125.00							
362554	9/30/2024	70.00	0.00	10/21/2024				No	0
01-440-4380 Training				Training- Majerus, Reyes					
	362554 Total:	70.00							
	North East Multi-Regional	1,295.00							
Performance Construction & Engineering, LLC									
468556									
Pay #5	9/18/2024	248,023.86	0.00	10/21/2024				No	0
21-456-4875 Capital Improvements				Storm Sewer Construction- Tanner/Remington					
	Pay #5 Total:	248,023.86							
	Performance Construction	248,023.86							
Pitney Bowes Inc.									
017470									
1026125743	9/23/2024	91.29	0.00	10/21/2024				No	0
01-440-4505 Postage				Red Ink Cartridge					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1026125743 Total:	91.29							
1026165384	9/30/2024	51.00	0.00	10/21/2024				No	0
01-440-4505	Postage			Postage Machine					
	1026165384 Total:	51.00							
	Pitney Bowes Inc. Total:	142.29							
R. J. O'Neil, Inc.									
029370									
00123817	5/23/2024	600.00	0.00	10/21/2024				No	0
60-445-4567	Treatment Plant Repair/Maint			TPs Backflow Tests (10)					
	00123817 Total:	600.00							
00123817-02	5/23/2024	1,020.00	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			VH Backflow Tests (17)					
	00123817-02 Total:	1,020.00							
00124168	6/27/2024	3,550.76	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Backflow Test- VH					
	00124168 Total:	3,550.76							
00124375	7/17/2024	636.14	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			HVAC Repair- PW Garage					
	00124375 Total:	636.14							
00124538	8/6/2024	155.00	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Backflow Test- PW Garage					
	00124538 Total:	155.00							
00124567	8/6/2024	190.00	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Toilet Repair- PW Garage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	00124567 Total:	190.00							
00124757	8/22/2024	232.50	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			RTU 2 Repair- PD					
	00124757 Total:	232.50							
00124785	8/23/2024	206.32	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Toilet Repair- PD					
	00124785 Total:	206.32							
00125136	9/24/2024	2,626.00	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			HVAC Repair- PD					
	00125136 Total:	2,626.00							
00125149	9/25/2024	2,723.34	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			HVAC Blower Repair- PD					
	00125149 Total:	2,723.34							
00125184	10/1/2024	2,120.00	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			HVAC Repair- PD					
	00125184 Total:	2,120.00							
00125206	10/5/2024	775.00	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Water Heater Valve Repair- PD					
	00125206 Total:	775.00							
00125209	10/5/2024	387.50	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			RTU 4 Repair- PD					
	00125209 Total:	387.50							
00125221	10/5/2024	852.50	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Water Heater Blower Repair- PD					
	00125221 Total:	852.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
00125275	10/10/2024	202.01	0.00	10/21/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Faucet Repair- PD					
	00125275 Total:	202.01							
	R. J. O'Neil, Inc. Total:	16,277.07							
Schaefer Greenhouses, Inc.									
029340									
105034	9/19/2024	1,833.00	0.00	10/21/2024				No	0
01-490-4761	Beautification Committee			Mums (78)					
	105034 Total:	1,833.00							
	Schaefer Greenhouses, Inc.	1,833.00							
Sean O'Brien									
468880									
10032024	10/3/2024	100.00	0.00	10/21/2024				No	0
01-445-4799	Misc. Expenditures			Mailbox Reimbursement- 725 Doral Lane					
	10032024 Total:	100.00							
	Sean O'Brien Total:	100.00							
Suburban Laboratories, Inc.									
045300									
228704	9/30/2024	472.34	0.00	10/21/2024				No	0
60-445-4562	Testing (water)			Corrosion Study Samples					
	228704 Total:	472.34							
	Suburban Laboratories, Inc	472.34							

True North Consultants, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
050930									
INV6240	10/3/2024	2,975.00	0.00	10/21/2024				No	0
21-452-4501 Contractual Services				Demolition Testing- PW					
	INV6240 Total:	2,975.00							
	True North Consultants, In	2,975.00							
Uline, Inc									
468220									
183440095	9/23/2024	861.13	0.00	10/21/2024				No	0
01-445-4421 Custodial Supplies				Custodial Supplies- PD					
	183440095 Total:	861.13							
183456646	9/23/2024	445.10	0.00	10/21/2024				No	0
01-440-4799 Misc.				Community Room Supplies					
	183456646 Total:	445.10							
183561392	9/25/2024	142.18	0.00	10/21/2024				No	0
01-445-4421 Custodial Supplies				Custodial Supplies- PD					
	183561392 Total:	142.18							
	Uline, Inc Total:	1,448.41							
USABlueBook									
035680									
INV00483070	9/13/2024	1,633.27	0.00	10/21/2024				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				Hydrant Meters (2)					
	INV00483070 Total:	1,633.27							
	USABlueBook Total:	1,633.27							

Water Products Company

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
001170									
0325019	9/19/2024	594.00	0.00	10/21/2024				No	0
60-445-4563				Hydrant Repair/maint		Hydrant Caps			
		<u>594.00</u>							
	0325019 Total:	594.00							
0325097	9/24/2024	113.10	0.00	10/21/2024				No	0
60-445-4568				Watermain Rprs. & Rplcmnts.		2" Repair Clamps			
		<u>113.10</u>							
	0325097 Total:	113.10							
		<u>707.10</u>							
	Water Products Company T	707.10							
Water Resources									
010380									
37604	10/3/2024	489.00	0.00	10/21/2024				No	0
60-445-4480				New Meters,rprs. & Rplcmnts.		Cell MIUs (3)			
		<u>489.00</u>							
	37604 Total:	489.00							
		<u>489.00</u>							
	Water Resources Total:	489.00							
Williams Associates Architects, Ltd.									
024930									
0022753	9/20/2024	22,053.01	0.00	10/21/2024				No	0
21-452-4501				Contractual Services		Bidding & Construction			
		<u>22,053.01</u>							
	0022753 Total:	22,053.01							
		<u>22,053.01</u>							
	Williams Associates Archit	22,053.01							
Wilson And Sons Construction, Inc									
468883									
4876	10/7/2024	4,750.00	0.00	10/21/2024				No	0
60-445-4568				Watermain Rprs. & Rplcmnts.		Public Water Service- 205 Dee Rd			

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

4876 Total:		4,750.00							
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Wilson And Sons Construc		4,750.00							
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Report Total:		944,419.13							
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**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, October 7, 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.

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.

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).**

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**

Public Works Director Richter stated that the scope of the project included disconnecting the Village's old central water tower that was removed from service in 1998, from the water main distribution system. On September 19, 2024, four sealed bids were received for the project. Performance Construction & Engineering was the low bidder at \$47,000.00. Richter said that the Village staff designed the improvement project, and the Civil Engineer will be performing the construction inspection and administration of this project in house.

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

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

Community Development Director Darga reminded the Board that they had seen the plans for the Little Duckling Daycare at the Committee of the Whole meeting on September 16, 2024. Darga stated that the facility would be for up to 28 children, and the daycare met the parking space requirement.

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).**

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

Director Darga explained that this had been seen by the Plan Commission in July and by the Village Board at both the August 19th and September 16th Committee of the Whole meetings. This would update all of the sections for permitted and special uses which was a goal in the Strategic Plan. After the second COW meeting, the rules for home occupations was updated.

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).**

4. Approval of Resolution Approving an Amendment to the Village’s Purchasing Policy

Finance Director Paprocki reminded the Village Board that the proposed changes to the Village’s Purchasing Policy were presented during the Committee of the Whole meetings on August 19th and September 16th. The proposed changes include adding language that would define change orders and the criteria for approval, rewording time sensitive change order section to model the Village’s emergency purchase language, where concurrence of the Mayor would be needed and notification given to the Village Board for any change orders exceeding the Village Administrator’s approval. It also included removing the need for formal approval when reducing a contract amount, adding sections where the Village Administrator could approve change orders out of contingency funds as long as it doesn’t increase the total value of the contract that had been previously approved. The changes would remove the need for formal approval when extending contracts more than 30 days.

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

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

Director Paprocki stated that the Bonds were pledged by sales tax revenue, the terms of the Bond was 15 year repayment with final maturity January 1, 2040. Paprocki reminded the Board that the Bonds would be used to fund the new Public Works Facility.

Kyle Harding from Chapman and Cutler, who served as Bond Council on the transaction and prepared the Ordinance, was on hand to answer questions. He stated that the Ordinance provided for the issuance of \$13,665,000.00 for the new Public Works Facility, the bonds are secured by sales tax with a back-up

property tax levy which further secured the bonds. Harding stated that this was similar to the way the Village had borrowed funds in the past, such as the 2015 and 2017 bonds. Each year the Village Board will need to take action to abate the underlying property tax levy. This was the third, and final Board action that was required to issue the debt. Harding reminded the Village Board that on August 19th the Village Board adopted an ordinance of intent and September there was a Public Hearing. The bond ordinance provided for the sale of the bonds to the Baker Group whom were the winning bidder at a sale conducted for the bonds the morning of October 7, 2024. The Closing was scheduled for October 23, 2024.

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).**

VILLAGE PRESIDENT – Appointment of Mark Theis to North Aurora Days Committee. The Village Board consented to this appointment.

TRUSTEES COMMENTS – Trustee Salazar commented on the Ground Breaking Ceremony that occurred prior to the meeting. She extended compliments to the staff and everyone whom had worked tirelessly on the new Public Works Facility project.

ADMINISTRATOR’S REPORT – Administrator Bosco stated that staff was planning on giving the Board an overview of the equipment utilized by Public Works that will be stored at the old Fire District building.

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
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, October 7, 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 – None

TRUSTEE COMMENTS - None

DISCUSSION

1. 2025 Road Program

Administrator Bosco stated that Village Engineer/Assistant Public Works Director Tonarelli would present about the upcoming year's road program.

Assistant Director Tonarelli reviewed the seven categories utilized in the rating of the Village roads. These range from "failed" to "good". He also explained that the cost to repair the roads range, and are more expensive the poorer the road conditions. Tonarelli presented maps to the Village Board which highlighted which category each road fell into. He spoke about Orchard Gateway which will be repaired with federal STP Grant funds. Tonarelli spoke about the timeline for the Orchard Gateway project.

Tonarelli spoke about the road maintenance strategy and how Village staff approached determining what roads to repair and when. This review process aids staff in budgeting for the upcoming and subsequent years. Village staff also seek the advice of professional consultants that specialize in the scoring, this occurs every three to five years and will likely happen within the next year.

Finance Director Paprocki explained that the funding for the Road Program comes from three base revenues, with those being the Village's 1% non-home rule sales tax, which brings to the Village about \$2.8 million, Electricity Tax at about \$370K, and the Natural Gas Tax at \$220K with a total of about \$3.4 million annually into the Capital Projects Fund.

Paprocki stated that supplemental General Fund transfers to the Capital Projects Fund had been \$12.3 million the last five years, in fiscal year 2024 the Capital Projects Fund year-end balance increased from \$13.2 million to \$14.5 million.

Paprocki stated that the 2024 Road Program was in the Village's 2025 budget at about \$2.1 million using Capital Project Funds, current revenues and reserve balances.

Tonarelli presented the Village Board with an estimated cost projection for the next five years of the Road Program.

Tonarelli showed the Board a map highlighting the streets that were selected for the 2025 Road Program and offered details about what should be expected. He also had a map detailing what the Road Program would address for the next five years.

Administrator Bosco offered further insight on selection of what roads will be repaired and when, pointing out a few roads that were rated poorly, but because there was construction in the neighborhood, the repair of the roads would be pushed off until construction ceases.

Trustee Lowery asked for clarification on how the rating was determined and what criteria it was based on, Assistant Director Tonarelli and Administrator Bosco reviewed the information in further detail for him.

There were no further questions or comments from the Board.

Administrator Bosco stated that Assistant Director Tonarelli would begin planning out the program for 2025 in order to get it ready to bid out.

Prior to the agenda item 2 discussion, Trustee Lowery asked about Route 31, and what could be done about repairs needed for that road. It was discussed that Route 31 was a state road and under the jurisdiction of IDOT.

2. Public Works Policy Manual Updates (please note, due to technical difficulties, the discussion for this agenda item was delayed until 7:46pm)

Administrator Bosco spoke about the staff's efforts to create operational policies pertaining to the Public Works department in an effort to formalize the practices for the Public Works operations and services. Bosco presented these policies to the Village Board.

The first policy that Administrator Bosco presented was the Annual Road Program Policy. He spoke about the policy and how it was intended to formalize the process for the selection of the roads chosen to be included in any given year's Annual Road Program. Bosco explained the policy included three policies that had been currently in practice, these related to the sidewalk program, as well as the curb and gutter replacement program. The grass and driveway restoration programs have previously had no official policies.

Bosco touched on the Village's ADA compliance curb ramping. He spoke about the way the Village approaches the surrounding grassy areas at a corner where ADA compliance curb ramping is installed, preferring to grade the grass rather than installing curbs that would create a step down as opposed to a gradual decline in grade.

Bosco moved on to the sidewalk policy. He stated that the Village had been, for some years, aligning sidewalk repairs with the Road Program, this would now become policy.

The curb and gutter program had been in place but would become policy. The program offers temporary repairs to damaged curbs until a more permanent repair can be made during the Road Program. The discussion included the driveway restoration policy, Administrator Bosco explained that occasionally only part of a driveway's apron is replaced. The current practice was that if two patches occur within four feet of each other, the Village would usually do a single longer patch. This would become policy. The proposed policy would have a driveway apron completely replaced if more than 50% of the apron would need repairs, otherwise the repairs would be done in patches. Administrator Bosco asked for feedback on this. The approximate cost would be \$800-\$1,000 per driveway apron replacement. Assistant Director Tonarelli stated that the previous year during the Road Program, the Village had touched approximately

180 aprons during the Program. The approximate cost to replace the entire apron would have been \$150,000 but the Village had spent about \$35,000 for repairs.

There was discussion regarding what measures could be taken to minimize the damage, with Tonarelli explaining under what situations damage might occur. There were lengthy discussions which included what the Village could do to offer residents the option of having their entire driveway apron replaced if they would prefer that as well as giving residents advanced notice that their driveway aprons may be cut and repaired during the Road Program to avoid patching up newly finished driveways. There was discussion about the heavy staff involvement that would be required for offering residents the option of replacement of their driveway aprons. The opinion of the Board was split between offering advanced notice of intended roads included on future Road Projects as being adequate, or offering the opportunity to pay to have their full aprons replaced. Administrator Bosco stated that more research would be done to determine the potential cost of replacement of aprons within a Road Program contract.

Administrator Bosco moved on to the grass restoration policy, Bosco stated that the Village had recently been utilizing IDOT approved lawn quality grass seeds for the restoration of areas affected by the Road Program. The major complaint received by the Village after restoration, was regarding weed growth. There was discussion about what could cause the growth of the weeds, between inferior topsoil or lack of watering newly and recently seeded areas. Staff spoke about the option of utilizing sod instead of seeding, Tonarelli spoke about the sod contracts which include the watering for the first 15 waterings, however this option would be double the current cost.

The Village Board came to the consensus that lack of watering is an issue. They discussed what options the Village had for watering, including doing a better job of educating and informing residents that the restoration areas need to be watered frequently.

The presentation turned to the tree trimming policy. Bosco explained that what the Village had previously done was trim trees that fell within the Road Program. With maturing trees, the Village had been falling so far behind on tree trimming that it has become one of the top resident complaints. Staff reevaluated the program and established seven areas that would go into a seven year tree trimming rotation. With more trees being trimmed more frequently, this would increase the tree trimming budgeted from the current \$90,000.00 to \$150,000.00 per year. The Village Board were in favor of this idea.

3. Economic Development Strategy (please note, the discussion for this item began at 7:24pm)

Administrator Bosco introduced the item reminding the Board that it had been a goal of the Village to have incentive policies which was incorporated into the Economic Development Strategy. Once the Board gives approval for the Strategy, it would then be approved by resolution and become policy on how the Village attempts to attract certain businesses and which businesses are priority.

Bosco stated that the Strategic Plan calls for a comprehensive economic policy for the Village. The Comprehensive Plan also has several sub areas with suggestions on how to help rebuild those areas and generate economic development and future growth, residential growth, and pedestrian friendly growth. During the Strategic Planning workshop, Village Board members offered ideas on what they were looking for in economic development. All of these components were included in the strategy.

Administrator Bosco offered a presentation regarding the strategy. Bosco reviewed the incentive types offered. The most common incentives are offered through TIF and sales tax reimbursement. He then went on to speak about what qualified uses have been included in the strategy and qualifying parameters that must be met for incentive.

Bosco explained that the Economic Development Strategy Incentive Policy was developed in an effort to make the information easier to reference information in a more easily consumed format, with charts that can be updated as needed.

Administrator Bosco spoke about action item listed in the United TIF District Action Plan under the objective "Use Tax Increment Financing as funding mechanism for private redevelopment". One of the action items reads "Distribute marketing literature to all property and business owners located in the United TIF District" "June 1st of each year". Bosco explained that a lot of times businesses do not even realize that they are in a TIF district, for whatever reason. Regular reminders work to make owners aware of the program in hopes of utilizing the program.

Bosco then spoke about Business Attraction and Targeted Uses. He spoke about what uses were included on the list and some of what was not. A couple of the most desired uses were dining options and entertainment spaces. Bosco explained that another use was employment contributors because they assist in adding to the daytime population of an area which in turn attracts other businesses such as restaurants.

Bosco then spoke about the goal of the Strategy to create a listing of all of the acreages that are available within the Village. This aims to aid in easily assessing whether there is available space for a specific use and where.

In addition, staff will keep an ongoing commercial building inventory as well as a commercial property inventory.

Administrator Bosco then spoke about the Outreach Activity aspect of the Strategy, including different types of marketing.

He also spoke about the Village's website and the upgrades made like including an Economic Development page. The Village also had an advertising campaign that includes social media posts that highlight the various businesses located within the Village.

Administrator Bosco then spoke about Business Retention and the action plans that the Strategy would implement, such as a visitation program, surveying, business promotion, and the incorporation of economic development partners.

Bosco went into detail about concept of surveying and what questions could be asked of a business to gain a better understanding of how the Village can better assist its businesses.

Bosco spoke further on the Village's Business Promotion plan which included social media, print media, the Village website, the community sign, and business engagement. Each of the activities included had anticipated frequencies upon which they would occur.

Bosco spoke about the Economic Development Partners which included local, regional, and national organizations.

Trustee Curtis asked about what happened with the UFC gym space, she was told that there had been some interest in the vacated space, however that never developed.

EXECUTIVE SESSION –

1. Collective Bargaining
2. Pending Litigation

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, 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

Village of North Aurora
Memorandum



To: President and Village Board of Trustees
From: Jason Paprocki, Finance Director
CC: Steven Bosco, Village Administrator
Date: October 21, 2024
RE: IMLRMA Liability, Workers Compensation, and Other Coverage Renewal

The Village has received its 2025 coverage renewal from the Illinois Municipal League Risk Management Association (IMLRMA). This policy covers the Village’s workers’ comp, auto liability & comprehensive general liability, portable equipment, auto physical damage, and property coverage. The total 2025 contribution is \$401,275, which represents an increase of \$34,814, or 9.5%, compared to the 2024 contribution. The Village can elect to pay the 2024 contribution in full by November 15, 2024 and receive a 1% early payment discount. The 1% discount would save \$4,012.75, which brings the 2024 contribution to \$397,262.25.

Similar to prior years, the Village can elect to participate in the minimum-maximum program. This option allows the Village’s contribution to vary based on claims experience. The Village could see a 15% reduction in normal loss fund contributions if claims experience is favorable, but could result in a 30% increase in normal loss fund contributions if claims experience is unfavorable. Using the 2025 normal contribution amount, the minimum-maximum program could result in a \$43,037 savings, or up to \$86,073 in additional costs compared to selecting the normal annual contribution. Historically, the Village has not participated in this program due to the volatility. During the last five completed policy years (2019-2023), the minimum-maximum program would have resulted in an additional \$81,386 in contributions.

MINIMUM / MAXIMUM COMPARISON							
#1	#2	#3	#4	#5	#6	#7	#8
				CONTRIBUTION			
YEAR	NORMAL ANNUAL CONTRIBUTION	EXCESS & ADMINISTRATION COSTS (28.5% of normal annual contribution)	NORMAL CLAIM LOSS FUND (#2 minus #3)	MINIMUM CONTRIBUTION (85% of normal loss fund plus excess & admin costs)	MAXIMUM CONTRIBUTION (130% of normal loss fund plus excess & admin costs)	POSSIBLE SAVINGS (#2 minus #5)	POSSIBLE ADDITIONAL COST (#6 minus #2)
2025	401,275	114,363	286,912	358,238	487,348	43,037	86,073

CLAIMS HISTORY							
YEAR	# CLAIMS	PAID CLAIMS	OUTSTANDING RESERVES	TOTAL EXPERIENCE	MINIMUM LOSS FUND	MAXIMUM LOSS FUND	EST. SAVINGS or (ADDITIONAL COST)
2019	24	1,117,966	0	1,117,966	180,244	275,667	(\$63,616)
2020	7	37,144	0	37,144	180,244	275,667	\$31,808
2021	22	528,527	114,662	643,189	180,244	275,667	(\$63,616)
2022	21	184,739	18,166	202,905	190,517	291,380	\$21,233
2023	14	246,523	501	247,024	203,854	311,777	(\$7,196)

2019-2023 estimated 5-year savings/(cost) **(\$81,386)**

The staff recommendation is to continue with the normal annual contribution amount for 2025 and take advantage of the 1% early payment discount. As noted, this would bring the Village's 2025 contribution to \$397,262.25. Based on the unpredictability of recent claims trends, we would not recommend participating in the minimum-maximum program.

INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 1, 2024

Member: Village of North Aurora

Account #: 0414

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2025 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION	
Work Comp	\$197,278
Auto Liability & Comprehensive General Liability	\$113,703
Portable Equipment	\$2,486
Auto Physical Damage	\$12,031
Property	\$75,777
	\$401,275
2025 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$1,500
INVOICE TOTAL	\$402,775

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:

OPTION #1 – Pay Full Amount

Contribution Amount	\$401,275.00
Minus 1% Savings	\$4,012.75
	\$397,262.25
Illinois Municipal League Dues	\$1,500.00
Total due by 11/15/24	\$398,762.25

OPTION #2 - Pay Full Amount

Contribution Amount	\$401,275.00
Illinois Municipal League Dues	\$1,500.00
Total due by 12/13/24	\$402,775.00

OPTION #3 - Pay in two installments
Includes 1% installment fee

Contribution Amount	\$401,275.00
Plus 1% fee	\$4,012.75
	\$405,287.75
Illinois Municipal League Dues	\$1,500.00
	\$406,787.75

\$203,393.88 Due by 12/13/24
\$203,393.87 Due by 5/16/25

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

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

Date: October 14, 2024

Re: Approval of for the Purchase of Road Salt

The Village purchases salt through the Illinois Central Management System's Bureau of Strategic Sourcing. This agency uses a program called BidBuy to leverage the purchasing power of many municipalities and counties throughout the state. The program provides the Village with some flexibility because it offers the opportunity to receive 120% of our requested amount of salt without an increase in the unit price. If we have a severe winter season, we have the ability to order additional salt to meet the demands of the storm and provide a safe road network for motorists. If the salt is not used, the Village still has the option to take advantage of the price and request delivery and store salt at the end of winter if there is room in the salt domes. Last year the Village requested 2,600 with the option to purchase 3,120 tons and accepted approximately 2,100 tons. This year the Village requested 500 tons with the option to purchase 600 tons. We were able to decrease our tonnage this year due to the large amount of salt we have left over from last season. We also decreased our order because we are building a new salt dome with the Public Works Facility and the old one will be demolished after April 15, 2025, so we will lose the ability to store a portion of any excess salt.

In March of 2024, the Village submitted the amount of salt it would like to order to the State to be included in their bid process. In the past the State would let contracts that would have a two-year term with a maximum escalator of 10% when a contract expired and needed to be rebid. This allowed Villages to plan in advance for the volatility of salt. However, the program has changed, and the State is now letting the

contract annually. The State contract received bids from three companies, Cargill, Compass, and Morton. Since the Village has two salt dome locations, we must split the orders however since we are building a new salt dome on the eastside, we only placed an order for the westside salt dome. The low bidder for our rock salt order this year came from Morton Salt in the amount of \$71.30 per ton.

The table below displays past unit prices for salt, tons ordered, as well as the total cost of past years' programs. If we have a severe winter season, the Village can exercise the contract option to receive up to an additional 20% of its allocation.

	%100	%100	%120	%100	%120	%100	%120
Winter	2022-23	2022-2023 (Cargil)	2022-2023 (Cargil)	2023-2024 (Compass)	2023-2044 (Compass)	2024-2025 (Morton)	2024-2025 (Morton)
[\$/Ton]	\$79.07	\$79.65	\$79.65	\$79.44	\$79.65	\$71.30	\$71.30
[Tons]	3,000	1,3000	1,560	1,300	1,560	500	600
	\$237,210.00	\$103,545.00	\$124,254.000	\$103,272.00	\$124,254.00	\$36,650.00	\$42,780.00

The Village has an option to purchase an additional 100 tons of salt if needed, raising the total purchase price to \$42,780.40. The Village has \$300,000.00 budgeted in the MFT fund for the purchase of salt in the current fiscal year.

Attached is the executed contract from Morton Salt. Staff is requesting the approval of a salt purchase in the amount of \$36,650.00 with the option of spending \$42,780.00 if we encounter severe weather conditions.

**STATE OF ILLINOIS
CONTRACT**

**Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71007**

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

- Yes
- No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

- Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)
- No

- 1. DESCRIPTION OF SUPPLIES AND SERVICES**
- 2. PRICING**
- 3. TERM AND TERMINATION**
- 4. STANDARD BUSINESS TERMS AND CONDITIONS**
- 5. STATE SUPPLEMENTAL PROVISIONS**
- 6. STANDARD ILLINOIS CERTIFICATIONS**
- 7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
- 8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “IPG Active Registered Vendor Disclosure (formerly called FORMS B)” (IF APPLICABLE)**
- 9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71007

VENDOR

Vendor Name: Morton Salt, Inc.	Address (City/State/Zip): Chicago, IL 60606
Signature: [REDACTED]	Phone: 855-665-4540
Printed Name: Anthony T. Patton	Fax: 312-896-9208
Title: Director Bulk Deicing US Government Sales	Email: bids@mortonsalt.com
Date: 6-18-2024	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	Date: 10/4/24
Printed Name: Raven DeVaughn by Krysti Rinaldi	
Official's Title: Director by Assistant Deputy Director	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 24-416CMS-BOSS4-R-218757
- Project Title: JPMC Rock Salt Bulk FY25
- Contract #: 24-416CMS-BOSS4-P-71007
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-42993
- BidBuy / Bulletin Publication Date: 05/21/24
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** To establish a Joint Purchase Master Contract (JPMC) for bulk rock salt to be purchased on a as needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will

document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B]; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
 B = Net weight shown on the delivery ticket from Vendor
 C = Net weight on the vehicle determined from
 independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- b. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.
- c. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.f.
- f. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

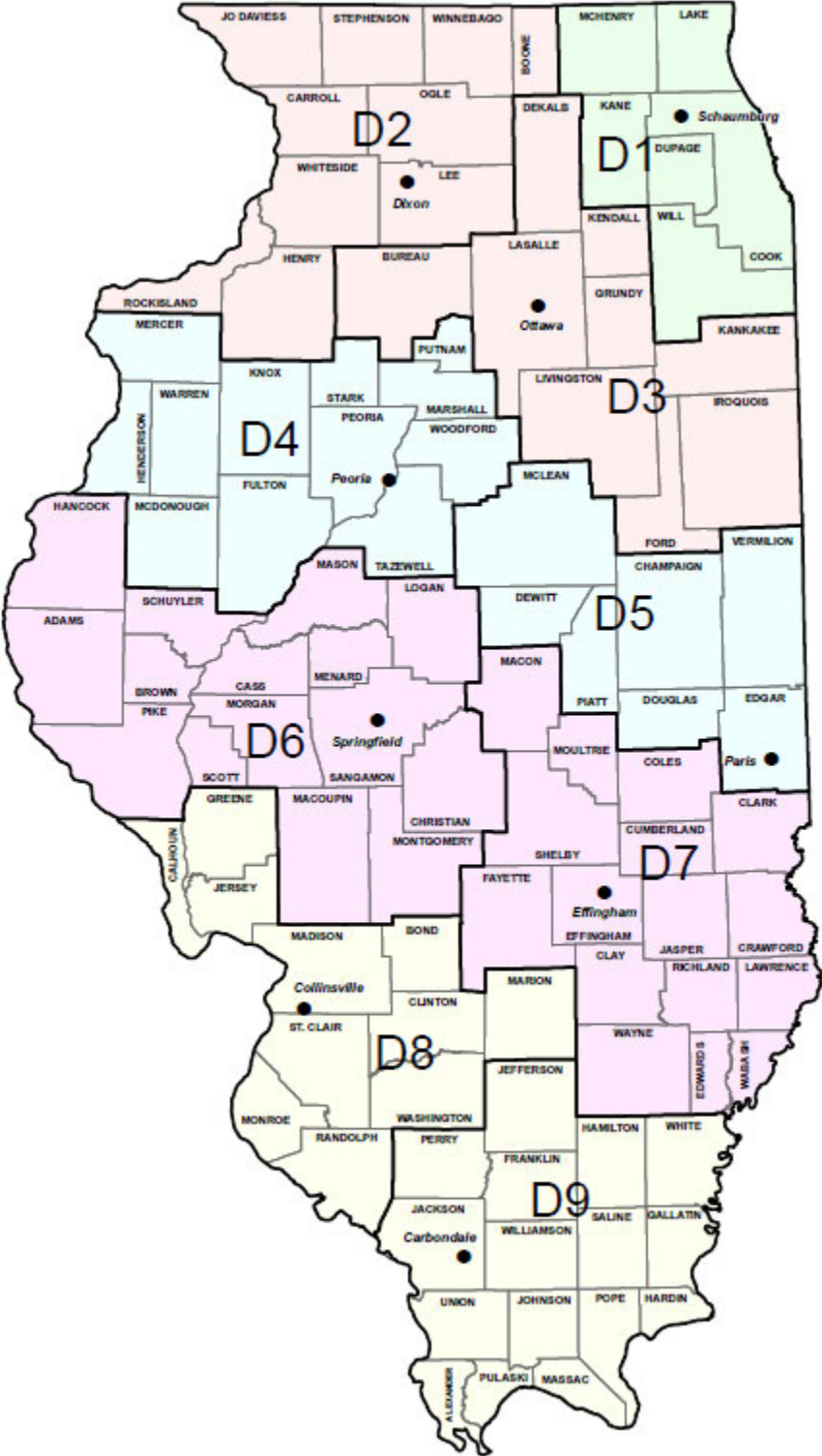
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units as defined in Section 5 of this Contract . This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report’s format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

- 1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.f. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING


Subcontractors are allowed. 

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: See attached subcontractor listing 

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses

and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: See attached Location Listing 

Value of services performed at this location:

- Location where services will be performed:

Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Per the Unit of Measure on the line items in BidBuy.

Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2025.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor will be required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

Other (describe)



June 19, 2024

Subcontractor Work

- **Subcontractor Name:** Matias Trucking, Inc.
Amount to Be Paid: ~\$3,000,000.00
Address: 8755 W 82nd Pl, 2nd Floor, Justice, IL 60458
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** Z Force Transportation, Inc.
Amount to Be Paid: ~\$2,000,000.00
Address: 700 E Joe Orr Rd, Chicago Heights, IL 60411
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Portland Trucking
Amount to Be Paid: ~\$400,000.00
Address: 2061 S Harbor Dr., Milwaukee, IL 53207
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Wiesbrock Trucking, Inc.
Amount to Be Paid: ~\$1,200,000.00
Address: 1748 E 950th Rd, Leonor, IL 61332
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** N.E. Finch Co
Amount to Be Paid: ~\$1,900,000.00
Address: 148 S Bloomingdale Rd, Suite 105, Bloomingdale, IL 60108
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Starline Trucking
Amount to be Paid: \$400,000.00
Address: 18480 W Lincoln Ave, New Berlin, WI 53146
Description of Work: hauling of bulk road salt

- **Subcontractor Name:** Regina Cartage LLC
Amount to be Paid: ~\$100,000.00
Address: 1133 South State Street, Unit 403B, Chicago, IL 60605
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** All Seasons Trucking
Amount to be Paid: ~\$350,000.00
Address: 7750 Windy Ridge, Dubuque, IA 52003
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** Beelman Logistics, LLC
Address: 1 Racehorse Dr, Venice, IL 62205
Amount to be Paid: \$1,100,000.00
Description of Work: hauling of bulk road salt

WHERE SERVICES ARE TO BE PERFORMED – STOCKPILE LOCATIONS

- **Location where services will be performed:** Calumet, IL
Value of services performed at this location: ~\$29,100,000.00
- **Location where services will be performed:** Milwaukee, WI
Value of services performed at this location: ~\$4,325,000.00
- **Location where services will be performed:** Ottawa, IL
Value of services performed at this location: ~\$7,650,000.00
- **Location where services will be performed:** Peoria, IL
Value of services performed at this location: ~\$7,500,000.00
- **Location where services will be performed:** Dubuque, IA
Value of services performed at this location: ~\$1,900,000.00
- **Location where services will be performed:** Venice, IL
Value of Service to be performed at this location: \$4,725,000.00

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SEASONS SUBSTANTIAL COMPLETION
AGENDA: OCTOBER 21, 2024 REGULAR VILLAGE BOARD MEETING

ITEM

A Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Seasons at North Aurora

DISCUSSION

The Seasons Apartment project on the north / west side of Orchard Road developed by Fiduciary Real Estate is now substantially complete. This project was approved as a PUD in ORD 22-07-18-03. The developer is requesting the reduction of the development security from \$1,483,326 to \$247,221.12 as determined by the Village Engineer. This will begin the one-year maintenance period.

RESOLUTION No. _____

RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION
TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD
AND REDUCTION OF THE SURETY FOR PUBLIC IMPROVEMENTS FOR
SEASONS AT NORTH AURORA

WHEREAS, FRED-North Aurora HC, LLC (the “Developer”) has substantially completed the public improvements associated with the Seasons of North Aurora apartment project (the “Public Improvements”); and

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

WHEREAS, WBK Engineering, LLC, the Village engineers overseeing the Development (the “Village Engineer”), confirms the substantial completion of the public improvements, the punch-list items, and the record drawings and recommends initiation of the one-year maintenance period.

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby acknowledges substantial completion of the Public Improvements.
3. The surety for the Public Improvements is hereby authorized to be reduced from \$1,483,326 to \$247,221.12 as determined by the Village Engineer.
4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punch-list items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

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

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SEASONS (ZEPELAK DRIVE) SUBSTANTIAL COMPLETION
AGENDA: OCTOBER 21, 2024 REGULAR VILLAGE BOARD MEETING

ITEM

A Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Seasons at North Aurora (Zepelak Drive)

DISCUSSION

The Seasons Apartment project on the north / west side of Orchard Road developed by Fiduciary Real Estate is now substantially complete. As part of this project, the developer completed Zepelak Drive connecting Deerpath to Orchard. This project was approved as a PUD in ORD 22-07-18-03. The developer is requesting the reduction of the development security from \$625,866.60 to \$104,311.10 as determined by the Village Engineer. This will begin the one-year maintenance period.

RESOLUTION No. _____

RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION
TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD
AND REDUCTION OF THE SURETY FOR PUBLIC IMPROVEMENTS FOR
SEASONS AT NORTH AURORA (ZEPELAK DRIVE)

WHEREAS, FRED-North Aurora HC, LLC (the “Developer”) has substantially completed the public improvements associated with Zepelak Drive (the “Public Improvements”); and

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

WHEREAS, WBK Engineering, LLC, the Village engineers overseeing the Development (the “Village Engineer”), confirms the substantial completion of the public improvements, the punch-list items, and the record drawings and recommends initiation of the one-year maintenance period.

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby acknowledges substantial completion of the Public Improvements.
3. The surety for the Public Improvements is hereby authorized to be reduced from \$625,866.60 to \$104,311.10 as determined by the Village Engineer.
4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punch-list items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

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

ATTEST:

Mark Gaffino, Village President

Jessi Watkins, Village Clerk

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: October 21, 2024

RE: IMLRMA Liability, Workers Compensation, and Other Coverage Renewal

The Village has received its 2025 coverage renewal from the Illinois Municipal League Risk Management Association (IMLRMA). This policy covers the Village’s workers’ comp, auto liability & comprehensive general liability, portable equipment, auto physical damage, and property coverage. The total 2025 contribution is \$401,275, which represents an increase of \$34,814, or 9.5%, compared to the 2024 contribution. The Village can elect to pay the 2024 contribution in full by November 15, 2024 and receive a 1% early payment discount. The 1% discount would save \$4,012.75, which brings the 2024 contribution to \$397,262.25.

Similar to prior years, the Village can elect to participate in the minimum-maximum program. This option allows the Village’s contribution to vary based on claims experience. The Village could see a 15% reduction in normal loss fund contributions if claims experience is favorable, but could result in a 30% increase in normal loss fund contributions if claims experience is unfavorable. Using the 2025 normal contribution amount, the minimum-maximum program could result in a \$43,037 savings, or up to \$86,073 in additional costs compared to selecting the normal annual contribution. Historically, the Village has not participated in this program due to the volatility. During the last five completed policy years (2019-2023), the minimum-maximum program would have resulted in an additional \$81,386 in contributions.

MINIMUM / MAXIMUM COMPARISON							
#1	#2	#3	#4	#5	#6	#7	#8
				CONTRIBUTION			
YEAR	NORMAL ANNUAL CONTRIBUTION	EXCESS & ADMINISTRATION COSTS (28.5% of normal annual contribution)	NORMAL CLAIM LOSS FUND (#2 minus #3)	MINIMUM CONTRIBUTION (85% of normal loss fund plus excess & admin costs)	MAXIMUM CONTRIBUTION (130% of normal loss fund plus excess & admin costs)	POSSIBLE SAVINGS (#2 minus #5)	POSSIBLE ADDITIONAL COST (#6 minus #2)
2025	401,275	114,363	286,912	358,238	487,348	43,037	86,073

CLAIMS HISTORY							
YEAR	# CLAIMS	PAID CLAIMS	OUTSTANDING RESERVES	TOTAL EXPERIENCE	MINIMUM LOSS FUND	MAXIMUM LOSS FUND	EST. SAVINGS or (ADDITIONAL COST)
2019	24	1,117,966	0	1,117,966	180,244	275,667	(\$63,616)
2020	7	37,144	0	37,144	180,244	275,667	\$31,808
2021	22	528,527	114,662	643,189	180,244	275,667	(\$63,616)
2022	21	184,739	18,166	202,905	190,517	291,380	\$21,233
2023	14	246,523	501	247,024	203,854	311,777	(\$7,196)

2019-2023 estimated 5-year savings/(cost) **(\$81,386)**

The staff recommendation is to continue with the normal annual contribution amount for 2025 and take advantage of the 1% early payment discount. As noted, this would bring the Village's 2025 contribution to \$397,262.25. Based on the unpredictability of recent claims trends, we would not recommend participating in the minimum-maximum program.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 1, 2024

Member: Village of North Aurora

Account #: 0414

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2025 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION	
Work Comp	\$197,278
Auto Liability & Comprehensive General Liability	\$113,703
Portable Equipment	\$2,486
Auto Physical Damage	\$12,031
Property	\$75,777
	\$401,275
2025 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$1,500
INVOICE TOTAL	\$402,775

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:

OPTION #1 – Pay Full Amount

Contribution Amount	\$401,275.00
Minus 1% Savings	\$4,012.75
	\$397,262.25
Illinois Municipal League Dues	\$1,500.00
Total due by 11/15/24	\$398,762.25

OPTION #2 - Pay Full Amount

Contribution Amount	\$401,275.00
Illinois Municipal League Dues	\$1,500.00
Total due by 12/13/24	\$402,775.00

OPTION #3 - Pay in two installments
Includes 1% installment fee

Contribution Amount	\$401,275.00
Plus 1% fee	\$4,012.75
	\$405,287.75
Illinois Municipal League Dues	\$1,500.00
	\$406,787.75

\$203,393.88 Due by 12/13/24
\$203,393.87 Due by 5/16/25

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

Memorandum



To: Steve Bosco, Village Administrator
From: Natalie Stevens, Community Relations Coordinator
Date: 10/15/2024
Re: Animal Control Services Contract Renewal

The Village's animal control services agreement with Kane County is set to expire. The Village entered into a previous intergovernmental agreement with Kane County for Animal control services on April 18, 2022 for one-year and approved a one-year renewal. The animal control services agreement allows the Village to contact Kane County regarding animals running at large, sick or injured dogs, small wild mammals such as skunks, raccoons, and bats, and provide housing and adoption services for animals in its custody. The costs for all services remain the same as the previous agreement. The agreement would be for two-years with a one one-year renewal option.

Attached is a resolution, agreement, and the fee comparison/schedule for animal control services with Kane County.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF KANE FOR ANIMAL CONTROL SERVICES

WHEREAS, the Village of North Aurora previously entered into an Intergovernmental Agreement with the County of Kane for Animal Control Services dated April 18, 2022 (“Agreement”), and

WHEREAS, the current agreement and renewals have expired and the Village of North Aurora has determined that it is in the best interests of the citizens of the Village to enter into a two- year agreement with an option to renew for one additional year.

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

Section 1. The Village of North Aurora hereby acknowledges that it has been actively participating in animal control services with the County of Kane.

Section 2. The Village President is authorized to execute an Agreement for Animal Control Services.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its approval.

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

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

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

AGREEMENT FOR ANIMAL CONTROL HOUSING AND SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the COUNTY OF KANE, a body politic and corporate, and the _____, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate, duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the _____ ("Municipality") is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with select animal control services, including but not limited to pick-up and housing of straying dogs running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control ("Animal Control"), located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, All cruelty or animal related investigations are the responsibility of the municipality in incorporated areas and Kane County Animal Control agrees to provide advice for such cases where requested. Kane County Animal Control is tasked with the primary responsibility for any and all handling of these types of cases in unincorporated Kane County; and

WHEREAS, all requests for service must be made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality. All Municipalities without police at all hours will provide Kane County Animal Control with an after-hours person to be contacted for approval; and

WHEREAS, the parties have a mutual interest in long term planning for straying animal control services in Kane County; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the _____ do hereby agree as follows:

Section 1. Incorporation of Recitals.

The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided.

Upon a request made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality, Animal Control will provide pickup service for straying dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls - Response.

The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, to assist the Municipality's police department (or appropriate Municipal officials if no police department exists), for dogs running at large, and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on **Exhibit A**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of 8 pm on weekdays and all day on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

Section 4. Vicious or Dangerous Dogs.

The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs at the Municipality's request. The Municipality agrees to release all documents related to the pending investigation to Animal Control via fax or email. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services.

Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements; Waiver of Fees.

Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners.

Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination.

This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until _____ (2 years from date approved) with a one one-year renewal option. The Municipality shall notify the County in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreements.

The Parties agree to meet to work towards a long-term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality. The Municipality must provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for

members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the website of the other, in order to direct users to the proper point of contact. The statement posted must contain the following language:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

Section 10. Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification.

The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane

County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers, agents and, employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12. Mutual Respect Adherence and Penalties.

Kane County Animal Control (KCAC) and Municipality agree that mutual respect between the KCAC director and personnel, and Municipal officers and personnel, is integral to the intended and productive effectuation of the Animal Housing Contract. Behaviors that contribute to a hostile, humiliating and/or intimidating work environment, including abusive language or behavior, or denigration via any type of media source (including social media), are unacceptable and will not be tolerated. An employee who believes they he/ she/ they were subjected to such behavior shall raise his/ her/ their concerns with an appropriate manager or supervisor as soon as possible, but no later than eight (8) days from the most recent occurrence(s). An employee who seeks to formally pursue the matter must file a written complaint which identifies the behaviors, including specific examples believed to cause the hostile, humiliating, and/or intimidating work environment. This must also include time and date of occurrence and the name of person spoken with, including badge or other identification number if appropriate. An investigation will be conducted and reviewed by the Administrator or other approved representative of KCAC, with assistance from the State's Attorney, who will provide a recommendation whether disciplinary actions are warranted and the level of severity taken. The Municipality will then be notified of the determination. The three levels of disciplinary action are: 1) written warning to the head of the department/municipality; 2) suspension of Animal Control services for a time of no less than one (1) month; or, in extreme cases, 3) termination of the Animal Housing Contract. Progressive discipline will be used unless the event is egregious and warrants an immediate cancelation of the contract.

Section 13. Notices.

Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

Main To
Animal Control Administrator
Kane County Animal Control
4060 Keslinger Rd.
Geneva, IL 60134

With a copy to:
County of Kane

Kane County Government Center
719 South Batavia Avenue - Building A - 2nd Floor Geneva, IL 60134
Attention: County Board Chairwoman

With a copy to:

States Attorney, Chief of the Civil Division
100 South Third Street, 4th Floor
Geneva, IL 60134

If to the Municipality:

PLEASE ADD REQUIRED CONTACT HERE

After Hours (8pm – 6:59am weekdays and weekends) Contact for Municipality:

PLEASE ADD REQUIRED CONTACT HERE

Until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 14. Severability.

If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 15. Entire Agreement of the Parties.

This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 16. Binding Effect; Successors' Assignment.

This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

By: _____
Corinne Pierog County Board Chairman

ATTEST: _____
John A. Cunningham
Kane County Clerk

MUNICIPALITY

Municipality: _____

Signature: _____

Date: _____

2025 Kane County Fee Schedule for Municipalities

Service	Fee
Pick up per animal (7:00am - 7:59pm)	\$20.00
Boarding per animal/per day/Maximum charge \$70	\$12.00
Vaccination for distemper per animal	\$12.00
Euthanasia per dog/cat animal ≤ 30 pounds	\$35.00
Euthanasia per dog/cat animal > 30 pounds	\$55.00
Rabies observation (includes euthanasia fee) ≤ 30 pounds	\$150.00
Rabies observation (includes euthanasia fee) > 30 pounds	\$175.00
Specimen pick up	\$50.00
Specimen prep	\$60.00
Eviction - cost includes pickup charges and 7 Day MAX boarding (Per Animal)	\$110.00
After Hours Pick up (8:00pm - 6:59am)	\$175.00
After Hours Call Out with NO PICKUP (8:00pm - 6:59am)	\$100.00
Average cost per stray animal impounded	\$116.00



**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, BUSINESS SERVICES MANAGER
SUBJECT: TOBACCO CODE UPDATES
AGENDA: OCTOBER 21, 2024 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance amending Chapter 5.40 of the North Aurora Municipal Code regarding the Regulation and Inspection of Tobacco in the Village of North Aurora

DISCUSSION

The Village routinely revisits code provisions to ensure the policies and procedures in place are aligned with current practice and with that of other regulatory agencies. The following list is a summation of the changes:

- Create a definition for Alternative Tobacco Products and regulate them in the same manner as tobacco products.
- Increase the tobacco license fee from \$105.00 to \$150.00. This fee has remained the same since 2008.
- Increase the age to purchase and possess tobacco products and alternative tobacco products from eighteen (18) to twenty-one (21) years of age to align with state law.

Staff presenting the draft amendments for feedback at the August 19, 2024 Committee of the Whole meeting. The Village Board was supportive of the proposed amendments to the Tobacco Code.



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 5.40 OF THE NORTH AURORA
MUNICIPAL CODE REGARDING THE REGULATION AND INSPECTION OF
TOBACCO IN THE VILLAGE OF NORTH AURORA**

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 CHAPTER 5.40 OF THE NORTH AURORA MUNICIPAL CODE REGARDING THE REGULATION AND INSPECTION OF TOBACCO IN THE VILLAGE OF NORTH AURORA

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

1. Chapter 5.40 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.40.010 Definitions.

The following definitions shall apply to this chapter:

“Alternative Tobacco Product” means any "alternative nicotine product" as defined under the Illinois Prevention of Tobacco Use by Minors and Sale and Distribution of Tobacco Products Act (“the Act”), as amended from time to time, specifically including electronic cigarettes or e-cigarettes.

"Licensee" means any person who has filed a duly completed application for a license to sell tobacco products or alternative tobacco products in the village, which application is approved, on behalf of the individual applicant or any person desiring to sell tobacco products in the village, and the term shall include, if the applicant has applied for the license on behalf of another person, that person on whose behalf the license application has been filed.

“Nicotine” means any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

"Self-service display" means a display that permits a consumer to remove a tobacco product without the retailer's direct assistance. Self-service displays are also sometimes known as merchandisers and appear in many different shapes and sizes and are usually placed near cash registers and provide direct access to tobacco products by the consumer.

"Tobacco product" means any product containing or made from tobacco as defined in the Act.

"Vending machine" means any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products.

5.40.020 License required—Expiration and renewal.

A. No person shall sell or offer for sale at retail, give away, deliver or keep with the intention of selling at retail, giving away or delivering tobacco products or alternative tobacco products within the village without having first obtained a valid tobacco license from the village for each location in which tobacco products or alternative tobacco products are sold.

- B. The license shall expire each year and shall be renewed annually on or before June 1st and must be renewed on or before that date annually.

5.40.030 License application—Issuance—Fee.

- A. Any person desiring to sell, have for sale, offer for sale, give away, or deliver tobacco products or alternative tobacco products shall make application or cause an application to be made for a license for that purpose to the village administrator.
- B. No license shall be issued or renewed to or on behalf of the following:
 - 1. A person who is indebted to the village or other governmental entity for payment of any fees, charges, bills or taxes that are due and have remained unpaid for more than forty-five (45) days;
 - 2. A person who has been convicted of a felony under federal or state law;
 - 3. A person who has been convicted of a violation of any federal, state, or local law concerning the possession or sale of tobacco or tobacco products or has forfeited a bond to appear in court to answer any charges for such a violation;
 - 4. A person who, within one year of application for a tobacco license, has been convicted of, pled guilty to, or been placed on supervision for any tobacco related offense;
 - 6. A person who does not own the premises for which a license is sought or who does not have a valid, signed lease thereon for the full period for which the license is to be issued.
- C. Any licensee who has been convicted of a felony under any federal or state law, any misdemeanor in which tobacco products were involved or any violation listed in subsections (1) through (6) above shall notify village administrator of such conviction within thirty (30) days after the sentencing for the conviction.
- D. The tobacco license shall be in addition to any other license required by the village.
- E. An annual fee of one hundred fifty dollars (\$150.00) shall be charged for each tobacco license to offset the cost of the administration of this chapter.
- F. Any person making an application on behalf of a person selling tobacco products or alternative tobacco products in the Village of North Aurora shall be presumed to have authority to make such application to sell tobacco products and alternative tobacco products.

5.40.040 Inspection of tobacco products.

It shall be the duty of all persons selling or offering for sale any tobacco products or alternative tobacco products to permit inspection of the premises where the tobacco products or alternative tobacco products are sold at reasonable times during normal business hours as a condition of any license issued pursuant to this Chapter. The village shall have the authority to inspect as to the placement and control of vending machines pursuant to Section 5.40.120, and the placement and control of self-service displays pursuant to Section 5.40.130.

5.40.050 Sales to minors prohibited.

It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products or alternative tobacco products to any person under the age of twenty-one (21) years.

Each licensee, or his or her agent, is responsible to determine that all sales of tobacco products or alternative tobacco products comply with this section by requesting of any person desiring to purchase tobacco products or alternative tobacco products are checking an identification document issued by a governmental agency which contains the date of birth and picture of the purchaser and which states that the person purchasing the tobacco or alternative tobacco product is not less than twenty-one (21) years of age.

5.40.060 Purchase by minors prohibited.

It shall be unlawful for any person under the age of twenty-one (21) years to purchase tobacco products or alternative tobacco products or to misrepresent their identity or age, or to use any false or altered identification for the purpose of purchasing tobacco or tobacco products.

5.40.070 Sales by persons under the age of eighteen (18).

It shall be unlawful for any person under the age of eighteen (18) or for any person to permit any person under eighteen (18) years to sell tobacco products in the village unless the cash register electronically prompts the cashier to input the purchaser's date of birth.

5.40.080 Possession by minors prohibited.

It shall be unlawful for any person under the age of twenty-one (21) years to possess or use any tobacco products or alternative tobacco products; provided that the possession or use of tobacco products or alternative tobacco products by a person under the age of twenty-one (21) years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

5.40.090 Fines for possession and purchase by minor.

Fines for possession and/or purchase of tobacco products or alternative tobacco products by a person under twenty-one (21) years of age shall be:

- A. Not less than fifty dollars (\$50.00) nor more than seven hundred and fifty dollars (\$750.00) for violation of Section 5.40.060.
- B. Not less than twenty-five dollars (\$25.00) nor more than seven hundred and fifty dollars (\$750.00) for violation of Section 5.40.080.

5.40.100 Signs required

Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale in the village.

Each sign shall be plainly visible and shall state:

"THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE IS PROHIBITED BY LAW."

The text of such signs shall be in red letters on a white background, said letters to be at least one inch.

5.40.110 Sale of individual cigarettes prohibited.

It shall be unlawful for any licensee or person to sell cigarettes individually.

5.40.120 Vending machines.

Tobacco products or alternative tobacco products may be sold through a vending machine only if such products are not placed together with any non-tobacco product, other than matches or lighters, in the vending machine, the vending machine is equipped with a manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of twenty-one (21) years and the vending machine is in any of the following locations:

- A. Within line of sight of a licensee or person who has authority and responsibility to sell tobacco products or alternative tobacco products for the licensee;
- B. Places to which persons under 21 years of age are not permitted access at any time;
- C. Places where alcoholic beverages are sold and consumed on the premises and vending machine operation is under the direct supervision of the owner or manager.

5.40.130 Self-service displays.

Self-service displays of tobacco products or alternative tobacco products are prohibited, except where no one under the age of twenty-one (21) years is permitted to enter the room on the premises where a self-service display is located.

5.40.140 Free samples.

No person may distribute to or cause to be distributed, anywhere within the village any free samples of tobacco products or alternative tobacco products.

5.40.150 Restriction on the location of licensed premises.

No license shall be issued to sell, have for sale, offer for sale, give away, deliver or keep with the intention of selling at retail or giving away, any tobacco or tobacco products, nor shall any person sell, offer to sell, give away, or deliver tobacco or tobacco products to any person, regardless of age, on any premises located within one hundred (100) feet of a school, child care facility, or other recreational or educational facility used primarily by or for persons under the age of eighteen (18) years as measured from building to building. This subsection shall not be applicable to any business selling at retail any tobacco or tobacco products within one hundred

(100) feet of a school, child care facility, or recreation or educational facility prior to the enactment of this chapter, or to any business that was licensed to sell tobacco or tobacco products prior to the construction of a school, child care facility, or recreational or educational facility within one hundred (100) feet of the licensee's premises.

5.40.160 Penalty.

Any person who is found to have violated any of the provisions of this chapter, unless otherwise indicated in this chapter, may be subject to any combination of the following:

- A. A fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) plus costs, which include but are not limited to, court reporter's fees, transcripts or records, attorney's fees, preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the village; or
- B. Suspension of the license with or without conditions; or
- C. Revocation of the license.
- D. Each day on which a violation continues shall constitute a separate violation.

5.40.170 Additional cause for suspension or revocation.

In addition to any violation of the requirements or prohibitions of this chapter, a license may be subject to suspension or revocation if:

- A. The licensee is in violation of applicable federal, state or local laws or regulations affecting the health and safety of the patrons or of the public generally.
- B. The licensee gave any materially false, fraudulent or untruthful information on the original or renewal application form.
- C. The business for which the license was obtained has been closed for business for a period of thirty (30) consecutive days, unless such closure is due to circumstances beyond the control of the licensee and the licensee is proceeding with due diligence, given all attendant circumstances, to reopen the business.
- D. The licensee becomes ineligible to obtain or hold a license.
- E. The licensee is delinquent on any fee, tax or other debt owed to the Village of North Aurora and the delinquency continues for 45 days or more.
- F. The licensee has engaged in any other act or omission which demonstrates the Licensee's inability to operate the business in accordance with applicable law.

5.40.180 Revocation or suspension procedures.

No suspension, or revocation shall be imposed except after a public hearing held by the village administrator or designee in accordance with the following:

- A. Notice of Revocation or Suspension. If reason to believe that a violation of any provision of this chapter exists the village administrator shall notify the licensee in

writing by certified mail, return receipt requested, to the mailing address supplied by the licensee in the application, stating:

1. The particular violation(s) of this chapter or other cause believed to have occurred;
 2. That suspension or revocation of the license is being considered; and
 3. The time, date and place that a hearing shall be held to determine whether a violation of this chapter or cause for suspension or revocation has occurred and, if so, whether the license shall be suspended or terminated.
- B. Hearing Procedure. The hearing shall be conducted by the village president or designee. The hearing shall be held not less than ten (10) business days after the notice of revocation or suspension has been mailed. At the hearing the village president or designee shall receive oral and written testimony. The hearing shall be conducted pursuant to the rules adopted in Illinois Administrative Procedure Act, Section 10-40 (5) ILCS 100/10-40, and any other rules adopted by the village president which are not inconsistent therewith. A written record may be made of the hearing at the option of the licensee.
- C. Determination of Violation and/or Cause. The village president shall render a written decision and issue notice thereof to the licensee within five business days after the conclusion of the hearing either denying the suspension or revocation of license, upholding the suspension or revocation of license, or upholding the suspension or revocation of license upon modified terms and conditions. In case of suspension, the written order shall specify the period of suspension and/or the terms and conditions on which the suspension order shall be lifted upon remedial action taken by the licensee. The determination and order of the village president shall be final unless a timely appeal is filed.
- D. Notice of Appeal. A licensee may appeal a decision to revoke or suspend a license by filing a written notice of appeal with the village administrator within five business days after the licensee is given notice of the determination of revocation or suspension. A timely notice of appeal shall stay the suspension or revocation of the license. The licensee's notice of appeal shall set forth the grounds on which the suspension or revocation is challenged.
- E. Filing of Record on Appeal. The licensee shall have ten (10) business days from the notice of decision in which to file with the village administrator any written transcript and any and all documentation entered into evidence. The licensee may also file a written agreement or position statement within the same time period in which the record must be filed.
- F. Decision on Appeal. The appeal shall be considered by the corporate authorities of the village at the next regular board meeting after the record on appeal is filed. No additional evidence or testimony shall be heard. The appeal shall be decided on the basis of the written record alone. A written decision shall be made by the corporate authorities no later than the next regular board meeting following the board meeting at which the appeal is first considered.

- G. Deliberations. All deliberations on appeal shall be closed to the public unless otherwise required by law.
- H. Costs. The licensee shall pay the costs of these proceedings within thirty (30) days of notification of the costs. Failure to pay the costs within thirty (30) days of notification is a violation of this chapter and may be cause for fine, suspension, or revocation.

5.40.190 Use of premises after revocation.

When any license issued under this chapter is revoked, no license shall be granted to any person for the same business for a period of twelve (12) months thereafter.

5.40.200 Publication.

This chapter shall be published by the village clerk in pamphlet form.

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

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

4. This Ordinance shall become effective immediately after approval and publication as required by law.

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

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, BUSINESS SERVICES MANAGER
SUBJECT: ECONOMIC DEVELOPMENT STRATEGY
AGENDA: OCTOBER 21, 2024 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution approving the Economic Development Strategy

DISCUSSION

As part of the 2022-2023 Strategic Plan, the Village Board identified the creation of an economic development plan as a key goal for the strategic facilitation of economic and business development activities. The plan is to identify specific actions, priorities, and programs to enable the Village of North Aurora to achieve its economic development goals by building upon the Village's economic assets and identifying new opportunities. In 2024, the Village held the 2024-2025 strategic planning workshop to specifically solicit the current Village Board's status on economic development related issues with the intent of using this information to initiate the Economic Development Strategy. While the Comprehensive Plan and the 2022-2023 Strategic Plan declare the need for an economic development strategy and cite various plan objectives.

At the July 15, 2024 Committee of the Whole meeting, staff presented information on the economic development incentive portion of the strategy for feedback. The Village Board provided comments on the draft of the economic development incentive portion and those comments were subsequently integrated into the draft document. Additional feedback on the economic development incentive policy and feedback on the remainder of the Economic Development Strategy would later be solicited from the Village Board at the October 7, 2024 Committee of the Whole meeting. The Village Board was supportive of the draft Economic Development Strategy. Only minor edits and formatting are reflected in the final draft.

RESOLUTION NO. _____

RESOLUTION APPROVING THE ECONOMIC DEVELOPMENT STRATEGY

WHEREAS, the Village Board of Trustees has identified the creation of an economic development strategy as a key goal for the strategic facilitation of economic and business development activities; and,

WHEREAS, the Village’s Comprehensive Plan and the 2022-2023 Strategic Plan have also declared the need for an economic development strategy; and,

WHEREAS, the economic development strategy is to identify specific actions, priorities, and programs to enable the Village of North Aurora to achieve its economic development goals by building upon the Village’s economic assets and identifying new opportunities.

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 and made material part of this resolution as the findings of the President and the Board of Trustees.
2. That the Village Board approves the Economic Development Strategy (attached hereto and referenced herein as Exhibit A) for the strategic facilitation of economic and business development activities.
3. Staff is hereby approved to remove and replace any time sensitive information as needed. Any new goals or objectives will require approval from the Village Board.
4. This Resolution shall take immediate full force and effect from and after its 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 _____
 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:

Jessica Watkins, Village Clerk

THE VILLAGE OF NORTH AURORA

Exhibit 'A'
Economic Development Strategy

Economic Development Strategy



VILLAGE OF
**NORTH
AURORA**
Crossroads on the Fox

Introduction

The Village of North Aurora is in the heart of Chicago's western suburbs in southeast Kane County, only 30 minutes west of Chicago city limits. Coined "The Crossroads on the Fox", North Aurora is located on the Fox River and enjoys direct access to I-88, IL Route 31, IL Route 25, IL Route 56, Randall Road, and Orchard Road. The proximity of these major suburban routes makes for easy access to Chicago's metropolitan center and has created a hub for commerce. While supporting over 330 registered businesses, the Village of North Aurora still offers numerous opportunities for continued economic growth.

The Village Board identified the creation of an economic development plan as a key goal for the strategic facilitation of economic and business development activities. The plan is to identify specific actions, priorities, and programs to enable the Village of North Aurora to achieve its economic development goals by building upon the Village's economic assets and identifying new opportunities.

Additionally, the Village's Comprehensive Plan recommends the Village establish a comprehensive economic development strategy that addresses marketing, financing, regulations and development review, incentives, and other factors as described in the Comprehensive Plan. The Economic Development Strategy was carefully crafted to fulfill recent economic development goals, while also being mindful that the Village has already adopted economic development policies included in the following documents:

- **Comprehensive Planning**
 - 2023 Comprehensive Plan Update

- **Tax Increment Financing Redevelopment Planning**
 - Lincoln Highway/Route 31 TIF Redevelopment Plan (2002/2005/2009)
 - North Aurora United TIF Redevelopment Plan (2021)

In 2024, the Village held an economic development workshop as part of the 2024-2025 strategic planning process to specifically solicit the current Village Board's status on economic development related issues with the intent of using this information to initiate the Economic Development Strategy.

Create and maintain a thriving economic environment for businesses and residents by attracting and maintaining a wide range of businesses throughout the community with an emphasis on targeted business uses.

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Economic Development Incentive Policy

The goal of any economic incentive provided by the Village is to demonstrate a substantial public benefit in support of developments that create new jobs, eliminate blight, strengthen the employment and economic base of the Village, increase property values and tax revenues, create economic stability and attract businesses that the Village deems to be desirable.

Economic Incentive Requests – Funding Types

Sales Tax Reimbursement

The Village receives 1% of the 6.25% State sales tax on general merchandise (or 1% of gross sales). The Village can use sales tax as an incentive to promote new growth through the reimbursement of the sales tax generated by the specific project.

Amusement Tax Forgiveness

A 3% amusement tax is levied on patrons of amusement places in the Village of North Aurora for admission to any facility and/or the use or rental of any facility, device, or equipment. The Village can reduce, eliminate or reimburse the amusement tax to provide future financial stability to amusement businesses.

Village Fee Reduction

Building Permits. The Village collects fees for building permits, which are documents issued by the Village when an individual or company wants to engage in construction in the Village. The Village can reduce or eliminate building permit fees to reduce the upfront cost of a development project.

Impact/Connection Fees. As a matter of policy, the Village collects payment of impact fees to defray the initial cost of public infrastructure. The Village can reduce or eliminate certain impact and/or connections fees to reduce the upfront cost of a development project. Some examples of Village impact and connections fees include water and sewer connection fees, traffic impact fees, public works fee or other fees associated with annexation agreements.

Business License Fees. Although the Village generally cannot license a business (as a non-home rule entity), businesses in the Village are required to register their business annually. Additionally, some businesses are required to obtain a license for their business activities, such as liquor sales, tobacco sales and tattooing. These fees could be eliminated or reduced. Liquor license fees and business registration fees were waived during the pandemic.

Property Tax Rebate

Property tax is a tax based on the assessed value of real property, which the Village collects its proportionate share of annually from properties located in the Village. Other taxing districts also collect their proportionate share of property taxes based upon their respective tax rate. The Village's proportionate share of property taxes is typically around 5%. The Village can eliminate or reduce its property tax share or broker discussions with other respective taxing districts with higher shares of property taxes to incentivize certain development projects.

Tax Increment Financing

The Village's Comprehensive Plan encourages the use of Tax Increment Financing to help accomplish the Village's economic development objectives. When a TIF district is created, the property values for all parcels within the district are frozen, creating a base value. As development occurs and property values increase, the

overall value of the district increases as well. This new value that is created is called the increment, which is the difference between the current total value and the base value. The increment can be used as a financial incentive to encourage private investment and development by providing needed improvements, such as new roads and sewers, to attract private development, to assist existing businesses expand or improve their properties and for beautification efforts. The Village of North Aurora currently has two Tax Increment Financing Districts: the United TIF District and the Route 31/Lincolnway TIF District.

Tax Increment Financing Grant Program (Façade Grant Program)

The Village of North Aurora Tax Increment Financing Grant Program (NATIFGP) is designed to provide financial assistance for building and signage improvements to ultimately achieve visual improvement to properties located in the Route 31/Lincolnway TIF District and the United TIF District. Examples of eligible improvements include:

- Brick cleaning, tuck pointing and restoration of original architectural features
- Site landscaping and parking area improvements
- Windows, doors, awnings and signage

Qualified applicants are eligible to apply for grant funds equal to fifty (50) percent of the cost of improving their properties up to \$20,000.00 and up to \$10,000.00 (no match required) for sign improvements. If funding for a desired project exceeds the qualified amount of NATIFGP funding, the Village may review the request as a general TIF incentive request.

Economic Incentive Request – Qualified Uses of Funding

Qualified Uses	Qualified Expenses
<ul style="list-style-type: none"> • General Retail • Automobile Sales • Places for Eating & Drinking • Entertainment Venues & Event Complexes • Lodging/Resorts • Mixed Use Development • Beautification Projects • Vacant Commercial Site Enhancement 	<ul style="list-style-type: none"> • New Construction • Existing Space Buildout • Property Acquisition • Property Assemblage • Infrastructure Improvements • Site Preparedness • Façade Improvements • Signage • Demolition
Unqualified Uses	Unqualified Expenses
<ul style="list-style-type: none"> • Liquor Stores • Tobacco Shops • Gas Stations • Cannabis Dispensing Organizations • Convenience Stores • Establishments hosting video gaming • Residential* • Warehousing/Industrial* 	<ul style="list-style-type: none"> • Business Equipment • Payroll • Office Supplies • Furniture

*Unqualified unless approved by Village Board by resolution waiving the requirements of this policy.

Economic Incentive Request - Funding Policy

- Economic incentive requests for qualified expenses via this policy must be approved by the Village Board prior to the issuance of a building permit. Should a building permit not be required, the request must be approved prior to project commencement.
- Economic incentive requests involving any rebate or share of the retailer’s occupational taxes received by the Village must adhere to the statutory findings included in 65 ILCS 5/8-11-20 of the Illinois Municipal Code, all other State Statutes, federal regulations and Village Codes.
- TIF incentive requests shall only apply to properties located in a TIF district and must adhere to the Illinois TIF Act, all other State Statutes, federal regulations and Village Codes.
- All applications made requesting funds under the Tax Increment Financing Grant Program shall adhere to the grant guidelines.
- Taxes or revenues historically received by the Village will not be reduced below the base year of an incentive. The Village shall reserve the right to consider historic averages when formulating the base year.
- The Village will not accept requests made for front-loaded debt prior to a project starting. All TIF incentive funding shall only occur on a reimbursement basis from funds derived from net increases in tax increment associated with the project.
- The Village Board has the right to refuse any incentive request regardless of the use, if deemed undesirable.
- The Village Board may consider warehousing and industrial requests after formal presentation of incentive request and concept plan review.
- All applicants shall be in good standing with the Village of North Aurora, having no open Village Ordinance violations or defaults in payments to the Village. Any open Ordinance violations or defaults in payment will result in automatic disqualification.
- Video Gaming may be allowed once incentive terms are complete or the incentive has been forfeited.
- An unqualified use or development project seeking an incentive, where the terms of the policy do not allow for an incentive, may be reviewed by the Village Board. Should the Village Board choose to grant the incentive, the Village Board may only do so by resolution waiving the requirements of this policy.

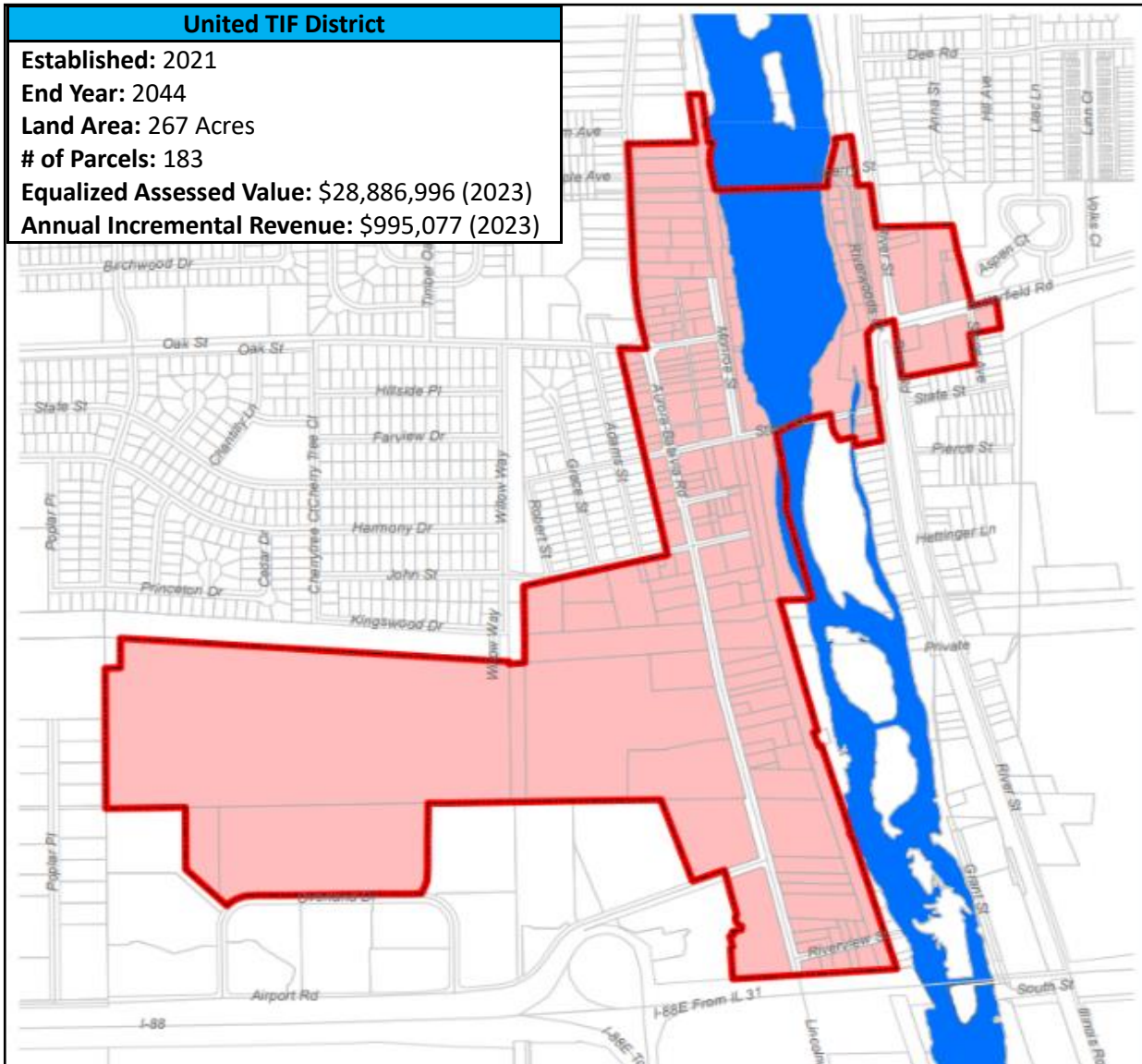
Economic Incentive Request – Request Process

Step #	Action
1	Financial incentive requests shall be submitted to Village staff. The request shall include documentation that identifies the nature of the request, rationale and justification for the request and the source of funding that is intended to be utilized as part of the project.
2	Staff shall conduct an initial review of the submittal information to ensure the request qualifies for an incentive and the request meets the policy requirements.
3	Staff shall follow up with further instructions or questioning.
4	After review is completed by staff, the request is forwarded to the Village Board for review at a Committee of the Whole meeting for initial discussion. A formal presentation of the incentive request may be required of the applicant.
5	If the Village Board agrees with the request, it shall be brought back to a future Village Board meeting for final consideration.

Tax Increment Financing Districts

The Village of North Aurora currently has two Tax Increment Financing Districts; the United TIF District, which comprises of the TIF properties north of I-88 and the Route 31/Lincolnway District comprising of TIF properties south of I-88.

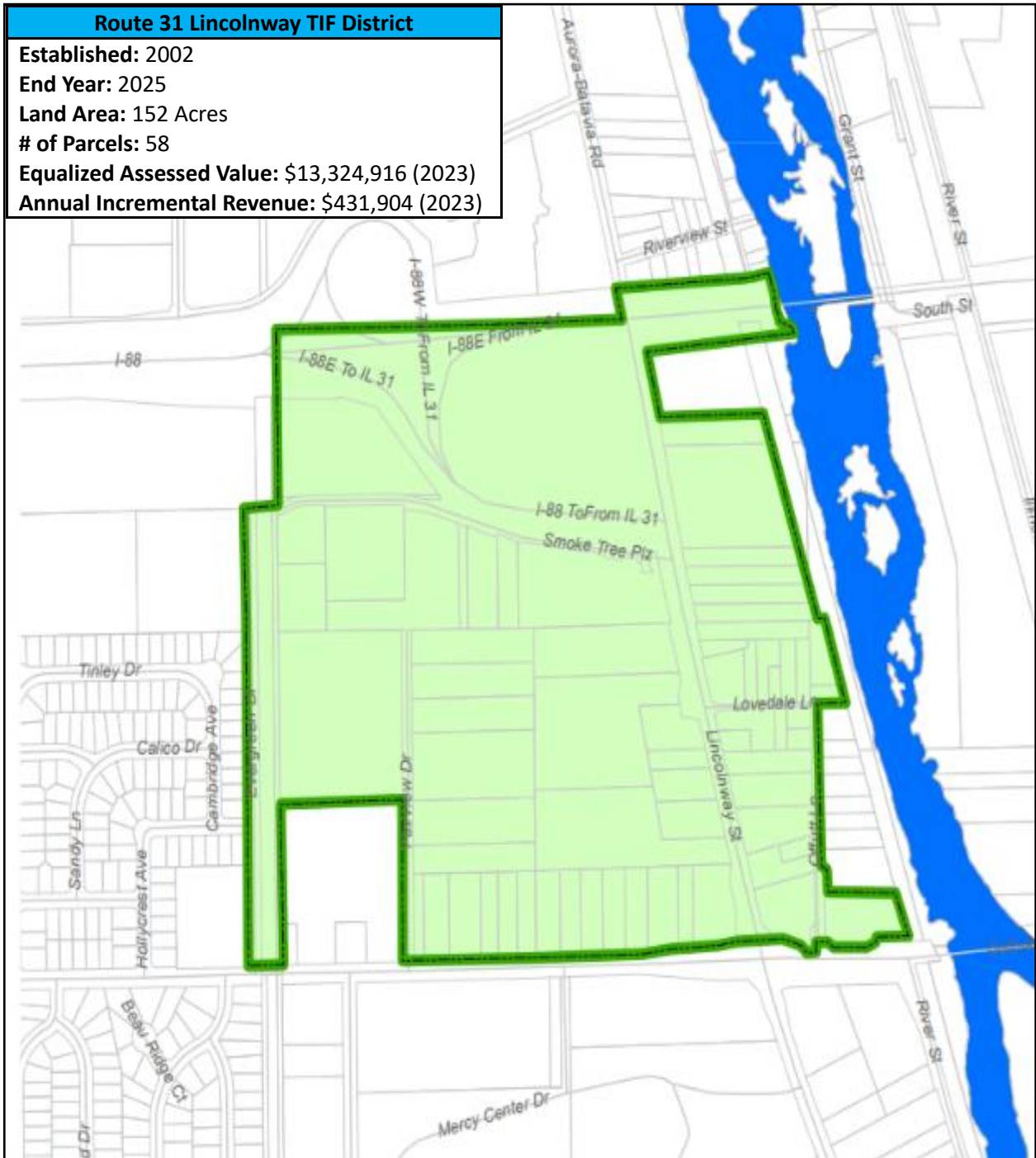
United TIF District



United TIF District Action Plan

Objective	Action(s)	Time Frame
Assemble Block One properties to provide for the site's redevelopment.	Acquire necessary properties for Block One development.	Immediate/ Ongoing
Facilitate redevelopment of the Block One site into a high-quality mixed-use development, as planned in the Comprehensive Plan, that capitalizes on access to the Fox River, Fox River Trail and Monroe Street.	Explore opportunities for a business incubation program intended to promote entrepreneurialism and foster business growth.	Initial development and/or developer negotiations
	Reserve space for pedestrian-oriented businesses to leverage local foot traffic and the Fox River Trail.	
	Plan and promote outdoor special events to draw people to the Block One site.	Once the Block One site is developed
Encourage and support redevelopment of underutilized commercial properties adjacent to and near the Block One site and the intersection of IL Routes 31 and 56.	Continue to monitor the local real estate market for property acquisition opportunities adjacent to and near the Block One site, primarily near the intersection of IL Routes 31 and 56 between Oak Street and John Street.	Ongoing
	Solicit Village Board feedback on the acquisition of available properties adjacent to and near the Block One site, primarily near the intersection of IL Routes 31 and 56 between Oak Street and John Street.	As needed
Use Tax Increment Financing as a funding mechanism for:		
Private Redevelopment	Update marketing literature highlighting TIF incentive opportunities intended for prospective developers and businesses.	As needed
	Distribute marketing literature to all property and business owners located in the United TIF District.	June 1 st of each year
Public Improvements & Beautification	Evaluate use of Village-owned properties for public parking.	Immediate/ Ongoing
	Work with the Fox Valley Park District to evaluate the use of Island Park, the Berman Tower site and the Sperry property to increase public parking and event space.	Ongoing
	Promote the proactive beautification of public property, right-of-way and private property.	
Promote the availability and use of the Village's TIF façade improvement program.	Evaluate North Aurora Tax Increment Financing Grant Program (NATIFGP) to determine the program's effectiveness of enhancing the character of commercial corridors.	During Annual Budget planning
Work with utility providers to coordinate the burying or relocation of overhead lines as roadway improvements or redevelopment occurs.	Work with ComEd to determine comprehensive list of properties where powerlines can be buried.	Ongoing
	Determine feasibility to bury or relocate overhead lines whenever a property develops or redevelops.	
	Determine feasibility to bury or relocate overhead lines whenever an infrastructure project is planned.	
	Budget for the burial of overhead powerlines.	During Annual Budget planning

Route 31/Lincolnway TIF District



Route 31/Lincolnway TIF District Action Plan

Objective	Action(s)	Time Frame
<p>Prepare for the closeout of the Route 31/Lincolnway TIF ahead of the August 2025 expiration.</p>	<p>Notice businesses and property owners of upcoming TIF expiration and provide literature highlighting TIF incentive opportunities.</p>	<p>Immediately</p>
	<p>Create a TIF closeout report, which includes a summation of the remaining TIF funds.</p>	<p>When needed</p>
	<p>Send notice to other taxing bodies and engage discussion regarding TIF funds.</p>	
	<p>Complete any other mandatory TIF program closeout responsibilities.</p>	

Business Attraction

The Village will prioritize a targeted approach to attracting private business investment in the community by following business attraction strategies and tactics to create awareness of the Village and what the community offers.

Targeted Uses

Staff will focus primarily on attracting businesses in the dining, lodging and entertainment sectors while also continuing efforts to attract retail businesses, car dealerships, anchor tenants and employment contributors. The following is a breakdown of the uses included in the dining, lodging and entertainment sectors:

Dining	Lodging	Entertainment	Employment Contributors
Fast Food Restaurants	Chain Hotels	Sports Complexes	Corporate Headquarters
Fast Casual Restaurants	Resorts	Event Centers/Banquet Facilities	Regional Headquarters
Casual Dining Restaurants	Boutique Hotels/Inns	Venues	Medical Centers/Uses
High End Restaurants	All-Suites	Indoor Leisure Family Activities	Call Centers
Brewery/Brewpubs	Conference Center Hotels	Outdoor Leisure Family Activities	Manufacturers

The following table depicts high-level information used to classify each available commercial property:

Use	Property Size	Zoning
Fast Food Restaurant	±0.5 – 1.0 Acres	Permitted Use - All Business Districts
Fast Casual Restaurant	±1.0 – 1.5 Acres	Permitted Use - All Business Districts
Casual Dining Restaurant	±1.5 – 2.0 Acres	Permitted Use - All Business Districts
Lodging	±1.5 – 2.0 Acres	Permitted Use – B-2, Special Use B-3
Car Dealership	±5 Acres	Special Use – B-2
Indoor Entertainment Facility	<i>Varies</i>	Permitted Use – B-2, Special Use B-3
Outdoor Entertainment Facility	<i>Varies</i>	Special Use – B-2, Special Use B-3

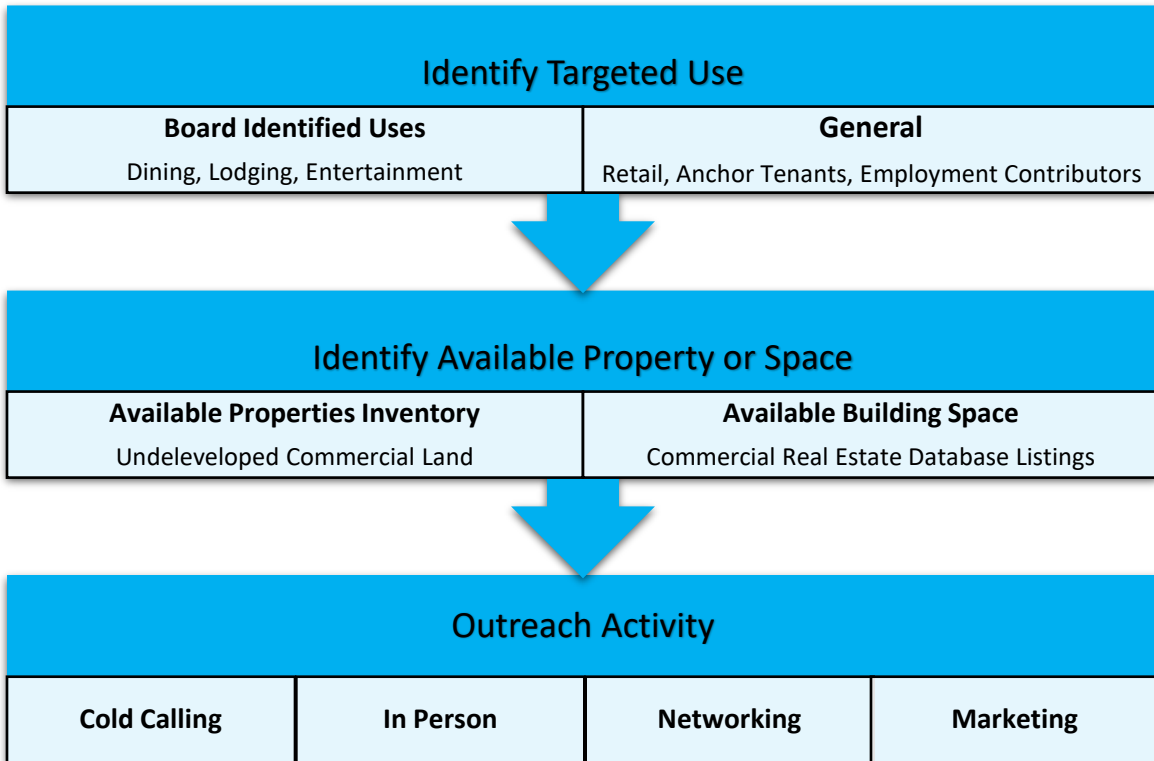
Available Properties Inventory

Staff will create an inventory map of all available commercial properties to help determine where the Village can accommodate targeted uses. To identify appropriate properties, the inventory will utilize GIS parcel data, Illinois Department of Transportation traffic data and/or Village zoning information. The inventory will become a real-time inventory of properties with staff updating the information as the properties transact or when the underlying data changes.

Available Building Space

Staff will maintain a subscription with a commercial real estate information provider for their real estate listing information and analytics to assist developers and potential businesses when evaluating space in the Village.

Outreach Strategy



Outreach Activity

Staff will develop a list of targeted businesses by using relevant databases, association membership lists, and information obtained through networking activities. The goal will be to promote the economic incentive opportunities and convey the unique benefits of locating their business in North Aurora.

Cold Calling	In Person	Local Networking	Marketing
Regional Business Solicitation	Business Walk-Ins	Local Chambers of Commerce Events	International Council of Shopping Centers Profile
National Business Solicitation	Local Lender Appointments	Aurora Area Convention & Visitors Bureau Events	Direct Mail – Marketing Literature
Commercial Lenders	Regional Lender Appointments	Kane County EDO	Email Blasts – Marketing Literature
Development Companies	Scheduled Corporate Appointments	International Council of Shopping Centers Events	North Aurora Economic Development Website

Economic Development Website

Staff will create an economic development website as an effective means to convey the information contained in the Economic Development Strategy. The website will be a positive first impression of the Village and provide accurate and relevant information. The information will be easily shared with a QR code.

Advertising Campaign

Staff will evaluate opportunities to advertise North Aurora as a positive place to do business on a local, regional and national platform. Staff will explore different local, regional and national means of advertising the Village and whether an advertisement campaign could prove to be a cost-effective means to highlight the business community, North Aurora as a community and as hub for commerce. Staff will also explore the use of marketing firms to assist the Village with advertising efforts.

The Aurora Area Convention and Visitors Bureau (AACVB) is a private, nonprofit organization dedicated to marketing and promoting the region as a premier overnight destination. The goal of the AACVB is to enhance the economic and environmental well-being of the region comprised of ten communities, including North Aurora. The Village contributes 90% of the 3% Hotel Tax collected from North Aurora hotel stays to the AACVB. Staff will maximize the marketing capacity of the AACVB to promote North Aurora as a destination on a local, regional and national platform.

Lastly, staff will create profiles for the purposes of marketing North as a positive place to do business with companies whose digital media platforms reach an international/professional audience, such as LinkedIn and the International Council of Shopping Centers.

Business Retention

The Village recognizes the value and importance of a strong and varied business community; as such, staff will take a multifaceted approach to business retention to preserve and enhance the Village's business environment.

Visitation Program

The goal of the business visitation program will be to find ways to better assist the business community and learn more about their operations, products, and services so the Village can properly convey their value. Staff will utilize the following guiding principles when targeting and meeting with the Village's business community:

Prioritize outreach efforts.

- Staff will prioritize targeted business meeting based upon predetermined criteria, such as: number of employees, business sector or location.

Meet with high level individuals.

- Staff will engage the Mayor and establish meetings with individuals with knowledge of local operations and have the ability to clearly effectuate change.

Don't just survey.

- Staff will be conducting a separate business survey program so the business visitation meetings should be productive and beneficial to both the Village and the business.

Be the Village's ambassador.

- Staff will be ready to educate and offer solutions to topics that might arise during the business visitation meetings and also be ready to share opportunities to connect them with other members of the business community, Village staff and other outside government agencies.

Utilize economic development partners.

- Staff will be ready to convey opportunities offered by other outside economic development and government agencies.

Convey positivity.

- The future of North Aurora is bright so staff will convey positivity when highlighting the Village's accomplishments and provide direction on its future.

Surveying

Staff will survey North Aurora businesses with the intent of better assisting the business community. The businesses being surveyed, and the frequency of surveying will be planned prior to each release and be reevaluated afterwards for maximum program effectiveness. Some of the survey questions can also be used as an icebreaker during the business visits. The following is a list of sample questions that could be posed to the businesses:

Survey Questions
Are you satisfied with North Aurora’s public infrastructure (road condition, water quality, street lighting, stormwater/flood control, etc.)?
Are you satisfied with Village service delivery (policing, snow removal, customer service, license fees, etc.)?
Are there any additional services or infrastructure the Village could provide to assist you?
Are you satisfied with the infrastructure and service delivery of non-Village entities (cellular/data service, road condition, trash removal, etc.)?
Are there any businesses or service providers (currently not located in the area) that would be beneficial to you being in closer proximity (suppliers, etc.)?
What programs or services do the city/county/state currently offer to help to make your company more competitive?
What programs or services should the city/county/state offer to help make your company more competitive?

Business Promotion

Staff will engage the proper personnel and resources needed to proactively promote North Aurora’s business community. Most promotional activities can be executed rather quickly and are meant to be fun, engaging, and informative. The following is a list of ideas that could be implemented:

Resources	Activities	Anticipated Frequency
Social Media (Facebook, Instagram & LinkedIn)	National ‘Food or Product’ Day Posts	<i>Weekly - Biweekly</i>
	New Business Spotlight	<i>Quarterly</i>
	Business Awards & Anniversaries	<i>As Presented</i>
	Holiday Posts	<i>Weekly - Monthly</i>
	Generic Posts	<i>As Desired</i>
Print Media (Village Newsletter)	New Business Spotlight	<i>Bi-Monthly</i>
	Business Awards & Anniversaries	<i>As Presented</i>
	Generic	<i>As Desired</i>
Village Website	New Business Spotlight	<i>As Presented</i>
	Business Awards & Anniversaries	<i>As Presented</i>
Community Sign	National _____ Day Posts	<i>Weekly - Monthly</i>
	New Business Spotlight	<i>Quarterly</i>
	Business Awards & Anniversaries	<i>As Presented</i>
	Holiday Posts	<i>Monthly</i>
	Generic Posts	<i>As Desired</i>
Business Engagement	Business Passport	<i>As Desired</i>
	Business Scavenger Hunts	<i>As Desired</i>

Economic Development Partners

The Village will continue to leverage existing resources of local, regional and national organizations to support commerce. Benefits may include access to capital through various grant opportunities, economic incentive programs and the promotion of tourism.

Involvement	Organizations
Local	Aurora Area Chamber of Commerce
	Batavia Chamber of Commerce
	Aurora Regional Hispanic Chamber of Commerce
	Aurora Area Convention and Visitors Bureau
	Kane County Economic Development
	Valley Industrial Association
	Waubensee Community College Small Business Development Center
Regional	Department of Commerce and Economic Opportunity
	Illinois Economic Development Association
	Illinois Tax Increment Association
	Intersect Illinois
	Illinois Small Business Development Centers
National	United States Department of Commerce
	United States Small Business Administration

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 16, 2024
Re: Public Works Policy Manual Update

The Public Works Department has been developing policies and formalizing past practices for public works operations and services. Included in the update of the Public Works Policy Manual are programs related to the annual road program and tree trimming.

Village Staff has created an annual road program policy to formalize the process for the selection of the roads to include in the annual program. The policy references two additional new policies pertaining to grass and driveway restoration. A significant amount of the Village’s annual grass and driveway restoration efforts occur during the annual road program. The three new policies are essentially current practice. With the creation of an annual road program policy, two existing policies related to curb and gutter replacement and sidewalk repair and replacement were updated as they also often coincide with the Village annual road program as well.

In addition to the policies related to the annual road program, staff significantly revised the existing tree trimming policy as parkway tree trimming requests have been on the rise over the past few years. Staff revised the current policy to create a long-term trimming program that can effectively address tree trimming on a more aggressive yet sustainable basis. Per the revised policy, the Village’s goal is to trim almost all parkway trees in subdivision/neighborhood on a seven-year cycle with individual trees trimmed when they are reported by citizens or identified by staff. Staff will evaluate trees scheduled for subdivision and/or neighborhood trimming on an annual basis and may adjust the areas scheduled for trimming as needed.

There is a current budget of \$90,000.00 for contracted tree trimming services in the 2024-25 fiscal year. The staff has estimated that the parkway tree trimming budget

will have to be increased anywhere from \$55,000.00 to \$98,000.00 per year depending on which areas are scheduled to be trimmed. This can change year to year depending on the prices we receive from the contractors.

Attached is the Public Works Policy Manual, which includes the updated and new policies being reviewed. The Village Board reviewed the updated policies at the October 7th Committee of the Whole Meeting.

RESOLUTION NO.

RESOLUTION TO AMEND THE PUBLIC WORKS POLICIES MANUAL FOR THE VILLAGE OF NORTH AURORA

WHEREAS, the Village of North Aurora has adopted by resolution a Public Works Policy Manual which provides direction for delivery of Public Works services; and

WHEREAS, the Village Board reviewed the policy at the October 7, 2024 Committee of the Whole meeting pertaining to the annual road program, curb and gutter replacement, sidewalk replacement, grass restoration, driveway restoration, and tree trimming policies; and

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

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Annual Road Program, Curb and Gutter Replacement, Sidewalk Replacement, Grass Restoration, Driveway Restoration, and the Tree Trimming Policy, summarized in the document attached hereto and incorporated herein as Exhibit "A" is hereby approved by the corporate authorities and added to the Public Works Policy Manual.
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 _____, 2024, A.D.

Jason Christiansen _____
 Mark Guethle _____
 Todd Niedzwiedz _____

Laura Curtis _____
 Mike 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:

Jessica Watkins, Village Clerk

Exhibit 'A'
Public Works Policy Manual

Public Works Policies



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Village of North Aurora Complete Streets Policy

PURPOSE

The Village of North Aurora seeks to create a comprehensive, integrated, connected multi-modal transportation network for all roadway users to encourage accessibility, inclusiveness, and safety. Complete Streets principles and best practices should be considered when planning, designing, operating, and maintaining the street network to determine if an appropriate context sensitive solution can achieve this purpose.

DEFINITION

Complete Streets are facilities designed, operated, and maintained to assure safe and comfortable mobility appropriate to the function and context of the facility for users of all ages and abilities, including pedestrians, bicyclists, and transit passengers as well as truck, bus, and automobile drivers.

BENEFITS

Complete Streets provide the following benefits:

1. **Increases Accessibility:** Streets that provide travel choices can give people the option to avoid traffic congestion and increase the overall capacity of the transportation network.
2. **Improves Safety:** Design and accommodation for bicyclists and pedestrians reduces crashes.
3. **Creates a Sense of Place:** Increased bicycling and walking are indicative of vibrant and livable communities, offering economic, social, and recreational opportunities for everyone.
4. **Generates Community Vitality and Economic Development:** Complete streets can reduce transportation costs and travel time while increasing property values and job growth in communities.

5. Advances Efficient, Quality, and Responsive Services: Integrating sidewalks, bike lanes, transit amenities, and safe crossings into the initial design of a project spares the expense of retrofits later.
6. Improves Public Health: Public health experts are encouraging walking and bicycling as a response to the obesity epidemic. Streets that provide room for bicycling and walking help people of all ages get physical activity and gain independence.

POLICY GOALS

1. The Village's Complete Streets policy will consider the needs of all users through the planning, design, and implementation processes for construction, reconstruction, or retrofit of streets, if the safety and convenience of users can be improved within the scope of the work.
2. Create a comprehensive, integrated, connected multi-modal network by providing connections to bicycling and walking trip generators such as employment, education, residential, recreational, and public facilities, as well as retail and transit centers.
3. Collaborate with the neighboring municipalities and the Metropolitan Planning Organization Chicago Metropolitan Agency for Planning (CMAP) to work with regional partners to ensure that jurisdictional boundary conditions are considered as a part of infrastructure projects.
4. Provide safe and accessible accommodations for existing and future pedestrian, bicycle, and transit facilities.
5. Establish a checklist of pedestrian, bicycle, and transit accommodations, such as accessible sidewalks curb ramps, crosswalks, countdown pedestrian signals, pedestrian scale lighting, median refuges, curb extensions, bike lanes, shoulders, and bus shelters, for consideration in street improvement projects.
6. Establish a procedure to evaluate resurfacing projects for complete streets inclusion according to length of project, local support, environmental constraints, total available right-of-way, funding resources and bicycle and/or pedestrian compatibility.
7. Evaluate the interaction of distinct modes of transportation along and at the intersection of transportation corridors.
8. Design bicycle and pedestrian facilities to the best currently available standards and practices including the American Association of State Highway Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, the AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, the AASHTO Green Book: A Policy on Geometric Design of Highways and Streets, the Federal Highway Administration (FHWA) Highway Capacity Manual (HCM), the FHWA Manual of Uniform Traffic Control Devices (MUTCD), the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and others as related. Methods for providing

flexibility within safe design parameters, such as context sensitive solutions and design, will be considered.

9. Research, develop, and support best practices in improving safety and mobility. 9) Implement training for Engineers and Planners on Bicycle/Pedestrian/Transit policies and integration of non-motorized travel options into transportation systems.
10. Make provisions for pedestrians and bicyclists when closing roads, bridges or sidewalks for construction projects.
11. Consider connections for Safe Routes to Schools, trail crossings, and areas or population groups with limited transportation options.
12. Comply with the Americans with Disabilities Act (ADA).
13. Complement the context of the surrounding community.
14. Update all necessary and appropriate codes, standards, and ordinances to ensure that design components for all modified streets follow the intent of the policy.
15. Identify all current and potential future sources of funding, including grant opportunities, for Complete Streets improvements.

EXEMPTIONS

The most context sensitive solution for street projects should be incorporated into the design to evaluate if Complete Streets Policy goals are appropriate. Exemptions include the following:

1. Non-motorized users are prohibited on the roadway.
2. The cost of accommodations for a particular mode is excessively disproportionate to the need and potential benefit of a project.
3. The project involves ordinary maintenance activities designed to keep assets in acceptable condition, such as cleaning, sealing, spot repairs, patching, and surface treatments, such as micro-surfacing.

EVALUATION GOALS

The following measures document the success of Complete Streets Policy goals:

- 1) Number of new miles of on-street bicycle routes defined by streets with clearly marked or signed bicycle accommodations.
- 2) Number of linear feet of new or reconstructed pedestrian accommodations.
- 3) Number of new or reconstructed accessible curb ramps.
- 4) Total number of funded bicycle and pedestrian projects and new facilities.
- 5) A periodic review of performance measures will evaluate their effectiveness in achieving outcomes and modified as necessary to accomplish policy goals.



Right of Way Maintenance and Mowing Policy

PURPOSE

The Village is responsible for maintaining turf areas to the standards outlined in Village ordinances, the standards in the approved contract, and as defined in this policy.

DESCRIPTION

This policy identifies parties responsible for right of way maintenance.

POLICY

The Village is responsible for maintaining turf areas through its lawn maintenance mowing contract. The Village's mowing contract primarily includes areas such as; SSAs (Special Service Areas), welcome signs, medians and village owned facilities/properties.

The contract also includes right of way areas abutting other governmental agency properties and public utility company properties. Staff will use its discretion to identify these areas. Rights of way that abut residentially owned properties will be mowed if an SSA is not established to fund the mowing.

Rights of way that abut non-residential properties will not be mowed under the Village contract and shall be maintained by the abutting property owner. In circumstances where an undeveloped non-residential property abuts a natural area such as a wetland or prairie, property owners will be required to mow the right of way between the curb and sidewalk, or within 15 feet of the curb if not sidewalk exists. Additionally these properties will have the option of mowing the remainder of the property to a depth of 12 inches as opposed to the 8 inch standard established for all other areas.

The lawn mowing program runs for approximately 32 weeks (32 cuts) between April and November. The mowing contract also includes a spring and fall clean up in areas that are being maintained.



Leaf Pick-Up Policy

PURPOSE

This policy is established to explain the leaf collection program schedule and procedure.

DESCRIPTION

There are two Leaf collection services available to North Aurora residents. The Village of North Aurora provides a curb-side leaf collection service and the Village’s contracted waste hauler provides a bagged leaf program.

CURB-SIDE LEAF COLLECTION PROGRAM

The Village of North Aurora offers a free leaf pickup service to residents. The leaf pickup program runs from mid-October through late November. The start date is dependent on weather and when the leaves begin to fall. The start date will typically be the third week of October. The starting location will alternate between the east and west sides of town annually.

During the designated east/west weeks residents must place leaves at the curb 6:30 a.m. Monday of the specific week, to ensure pickup in case your street is serviced first. It is the Village’s goal to provide the residents with three opportunities to have their leaves collected. The leaf collection program is weather dependent and can potentially overlap with snow removal operations. In the event that weather prevents residents from receiving three opportunities for leaf collection, the Village may have to suspend or cancel the leaf collection program. If the program is either suspended or cancelled the Village will notify residents.

BAGGED LEAF PROGRAM

The Village’s waste hauler provides a leaf bagged leaf program. Leaves can be placed in Kraft paper bags for pick-up and will not require a sticker during the months of October and November. Bagged leaves and yard waste will be picked up by the waste hauler on day of

regular pick-up of until the end of November. Yard waste pick-up ends the last full week of November and resumes in April.



Mailbox Replacement Policy

PURPOSE

Maintain mail service for residents

DESCRIPTION

Describes the circumstances in which the Village replaces mailboxes.

During snow removal operations it is not uncommon during some snow events that mailboxes are damaged. In snow events where there is a high-water content creating a heavier snow damage is more likely to occur. Mailboxes are typically damaged by the snow that is being cleared from the roadway. In these circumstances the Village does not replace the resident's mailbox. However, if damaged to the point where mail will not be delivered, then the Village will provide a temporary mailbox until the damaged one is replaced by the resident.

If the mailbox is struck by the plow, and was installed properly according to the United States Postal Services guidelines the Village will provide a temporary mailbox and reimburse the resident up to \$100 for the replacement and installation of the new mailbox.



Sidewalk Repair and Replacement Policy

PURPOSE

Maintaining and building safe and accessible sidewalks for pedestrians throughout North Aurora.

DESCRIPTION

This policy is composed to establish how hazardous sidewalks are identified, repaired or replaced.

POLICY

1. Identification

Resident Request – Upon receiving a request from a resident, Public Works Staff will visit the location and evaluate the hazard. Based on the nature of the hazard, staff will utilize the appropriate method identified below for repair and replacement.

Employee Observation – Village employees are routinely working outdoors collecting data, enforcing ordinances, and performing maintenance. When employees identify a hazardous sidewalk, the location shall be conveyed to the Public Works Department to determine the appropriate method of repair.

Annual Road Program – Every year Village staff determines roads to be included in the upcoming annual street maintenance program. Once the roads for the annual street maintenance program are selected, Public Work staff will evaluate the adjacent sidewalks to the selected roads to determine the appropriate method of repair.

High Priority Areas – Each year after the roads for the annual street maintenance program are selected, Public Work staff will evaluate sidewalks adjacent to schools, public facilities, recreational facilities and other areas generating significant amounts of pedestrian traffic.

2. Methodology

Sidewalk Repair (Leveling/Shaving) – Generally, this type of repair is utilized when a sidewalk exhibits a surface distress and/or a trip hazard has been identified as small enough to be leveled as opposed to fully replaced. Sidewalks in this category are added to a list to be cut during an upcoming sidewalk leveling program.

Sidewalk Replacement – Generally, this type of repair is utilized when a sidewalk exhibits surface distress and/or a trip hazard larger in scope than what can be rectified through sidewalk leveling. Sidewalks in this category are added to a list to be replaced during an upcoming annual road program. Sidewalk removal and replacements are done within the street resurfacing area of the annual road, as well as a Village-wide miscellaneous concrete replacement program.

Emergency Sidewalk Replacement – Generally, this type of repair is utilized when a sidewalk exhibits surface distress and/or a trip hazard larger in scope than what can be rectified through sidewalk leveling and pose a more immediate threat to public safety. In these instances, the sidewalk square(s) are added to a list to be replaced as soon as possible and may be replaced by Village Public Works staff to expedite the replacement.

In the event the Village receives a complaint regarding a sidewalk square(s) which exhibits a surface distress such as “pitting”, it shall be the determination of the Public Works Department as to whether the sidewalk(s) square shall be deemed a hazard or cosmetic issue. In the event that the sidewalk square(s) is deemed a hazard or potential hazard in the near future, the Public Works Department shall determine the appropriate method of repair.

If the list of sidewalks earmarked for sidewalk repair or replacement exceeds the amount of funds budgeted in a fiscal year, staff will prioritize which sidewalks should be repaired or replaced immediately. Sidewalks not repaired or replaced during the fiscal year will be kept on the list to be reprioritized each subsequent fiscal year until they have been repaired or replaced.



Tree Replacement Policy

PURPOSE

Maintain a healthy urban forest.

DESCRIPTION

Describe the process for tree replacement in parkway and public properties

Typically trees are replaced because the tree has been identified by a resident or staff member that the tree is dead or dying. The request is then included on a tree replacement list. Public Works or arborist inspects the tree and confirms it is dead or dying the tree then the list is updated to indicate the tree is scheduled for removal by Public Works staff.

As time permits throughout spring and summer Village staff will remove trees up to 15 inches in diameter. Trees larger than 15" will typically be removed by a contractor. When the trees have been removed the list is updated once again and now the remaining stump is scheduled for stump grinding. Stump grinding is an operation performed by a contractor.

After stump grinding staff will inspect all proposed locations for trees to confirm the location has the space requirements to thrive. The Village will select a diverse species of trees from the list in Municipal Code section 12.17.010. Staff will visit the nursery to select the trees the contractor will be planting to confirm the appropriate diameter. If the trees are not available for inspection they will be measured upon delivery. Trees that do not meet the minimum diameter will be returned and replaced with one that meets specification.

The trees planted in the annual program are guaranteed for one year. Prior to the end of this one year warranty period, public works staff inspects the health of the trees. Any trees that are deemed to be in poor quality are identified for replacement by the contractor responsible for planting the trees.



Curb and Gutter Replacement Policy

PURPOSE

This policy is composed to establish how curb and gutter is replaced throughout the Village.

DESCRIPTION

Curb and gutter functions to collect and convey storm water to storm structures in the curb line. It also delineates the roadway and acts as a barrier to the parkway. If the curb and gutter fails to perform either of these functions it becomes a candidate for replacement.

POLICY

Curb and Gutter is evaluated on streets included in the annual Road Program in the design phase of the project. Curb and gutter that is identified to be in poor condition by the design engineers will be included in the Road Program. It will be removed and replaced within the project.

When staff receives requests to replace curb and gutter on streets outside the limits of the annual Road Program, Public Works Staff will determine if the curb and gutter is still functional. More specifically if its condition has deteriorated to the point where it no longer functions as an effective barrier, may cause property damage, or no longer conveys stormwater and creating a hazardous condition on the pavement. In such cases staff will use asphalt to patch the curb and gutter temporarily, if necessary, until it can be addressed in an upcoming road program.. Curb and gutter will not be removed and replaced by Public Works staff.



Tree Trimming Policy

PURPOSE

This policy is composed to establish how parkway trees are selected for trimming. Tree trimming is done to improve overall health, structure, aesthetic appearance, and for safety reasons.

DESCRIPTION

The Village trims parkway trees at various times throughout the year using in-house labor and private contractors. Below is a description of how trees are selected for trimming. As part of the tree trimming policy, trees found in poor condition, obstructing the Village's right-of-way, obstructing signage, obstructing streetlights or planted in the Village's right-of-way without permission may be removed.

OBSTRUCTION TRIMMING

When Public Works identifies a tree that is obstructing regulatory signs, the effectiveness of a streetlight or obstructing line of sight at an intersection, Public Works staff will trim the tree to eliminate the obstruction. In some cases, Public Works may remove the tree if necessary. There can be times when trees on private property obstruct signs and sidewalks and thus pose a safety hazard. In these instances, the Village will communicate with the property owner to come to a resolution to get the tree trimmed.

STREET MAINTENANCE TRIMMING

Prior to the beginning of the annual street maintenance project, the parkway trees will be evaluated to identify trees that are in need of trimming. If needed the crown of these trees will be trimmed to a height that will prevent damage from the paving contractors' machinery. This operation is performed by a private contractor or Village crews in advance of the annual street maintenance program. If trees are damaged during the construction process crews will trim those trees after the project is completed. However, if the timing of the tree trimming work interferes with the street maintenance program, then the trimming will be done after project is completed.

SUBDIVISION/NEIGHBORHOOD TRIMMING

The Village's goal is to perform necessary parkway trimming in subdivisions and neighborhoods within a seven-year cycle. This tree trimming would typically be performed by a private contractor, but also may be done by Public Works staff as needed. Staff will create and maintain a schedule for each subdivision and/or neighborhood to be trimmed. Staff will evaluate trees scheduled for subdivision and/or neighborhood trimming on an annual basis and depending on need in other areas or financial resources, may adjust the trimming schedule.

STORM OR DISASTER RELATED TRIMMING

Periodically, weather events occur that have can damage parkway trees. Depending on the scale of the damage, a private contractor may be enlisted to assist staff in the removal of branches and trimming of the remaining branches. Trees that are severally damaged will be assessed at that time and determined if removal is needed.

In cases where weather is deemed to have caused significant damage to trees within a neighborhood or throughout the community, the Village may choose to provide collection of any non-parkway trees provided that a property owner follows any guidelines provided by the Village to prepare their private trees for collection.

INDIVIDUAL TREE TRIMMING

Public Works staff will respond to staff and resident requests for tree trimming when these requests are received. Trees will NOT be trimmed or removed outside of the normal 7-year cycle unless one or more of the following is present.

1. A broken or hanging branch.
2. A branch that is hanging lower than six feet off the ground that is over a sidewalk, street, or driveway.
3. A dead branch that is over 2" in diameter.
4. A branch that is causing a site obstruction or is blocking a street sign.
5. A tree or portion of the tree is deemed to be in poor health or presents a safety concern

Non-cycle trimming deemed necessary and non-hazardous by the Village will be placed on a list for trimming and/or removal. Trees on this list will be addressed as quickly as possible depending on staffing and department priority of available resources. Incoming requests

will be handled in the order they are received unless it is deemed necessary to expedite a tree on the list.

Residents may hire a tree trimming contractor, at their own expense, to trim their parkway tree if they do not want to wait for the next trimming cycle.



Overhead Sewer Grant Program

PURPOSE

To prevent flooding in basements associated with sanitary sewer back-ups.

DESCRIPTION

This program is designed to help eligible residents offset the cost of plumbing improvements needed to prevent future flooding associated with sanitary sewer back-ups.

POLICY

The Village will offer eligible residents a percentage of the project costs to transition the existing plumbing system into an overhead sewer system. The Village will offer 75% of the cost of the project up to \$6,000 to all residents

This grant is specific to the improvements necessary to convert the existing plumbing into an overhead sewer system. While there are other alternatives to prevent flooding including, but not limited to: plugs, caps, standpipes, and backflow prevention devices (check valves); they are NOT eligible for grant funding under this program. Restoration costs are not eligible for reimbursement. This would include costs for carpet, tile, dry wall etc.

This program is for residential properties only. It is first come first served until the funds budgeted for the program are used. The Village of North Aurora will cover all costs derived through administrative time and inspections by Village staff. Each property is only eligible to participate in the program one time. If the property changes ownership and the property has participated in the program in the past they the new owners are not eligible to participate again.

Residents qualify for the program by meeting the below criteria:

- 1) Have a basement inspection performed by the Village Plumbing Inspector to confirm the residence qualifies for the program. The Village will cover the cost of this inspection.
- 2) Comply with inflow and infiltration inspection at time of Plumbing Inspection and bring the home into compliance prior to qualification.

- 3) At the time of inspection the homeowner must also pass an Inflow and Infiltration Inspection. If a violation exists, such as an illegal sump pump connection, the resident must correct the sources of inflow and infiltration at their own expense prior to qualifying for this program.
- 4) Submit two quotes from contractors outlining the scope of work to be performed. The Village would typically pay 75% of the lowest quoted price. If the resident chose to select a quote from a higher priced contractor, the Village would still pay the agreed percentage of the lowest quote.

The homeowner is required to secure a Building Permit from the Village of North Aurora for which the fee will be waived. A permit is also required from Fox Metropolitan Reclamation District.

At completion of the project the work performed must pass a plumbing inspection performed by the Village and Fox Metro Reclamation District. After passing inspections the Village will then reimburse the resident the agreed percentage of cost.

The Village of North Aurora assumes no responsibility for any defective work or other damage, injury or loss resulting from any act of negligence by the contractor or property owner while installing, operating, or maintaining the sewerage ejector system with overhead plumbing. An unexpected sewer collapse or obstruction, power failure, extreme weather conditions or other unforeseen factors could cause a backup. Therefore, the Village of North Aurora does not guarantee that a sanitary sewer backup will never occur.



Green Infrastructure

PURPOSE

The Village of North Aurora seeks to improve water quality by strategically implementing Green Infrastructure principles into infrastructure projects.

DEFINITION

Section 502 of the Clean Water Act defines green infrastructure as "...the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspiration stormwater and reduce flows to sewer systems or to surface waters. Green infrastructure is a patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the neighborhood or site scale, stormwater management systems that mimic nature soak up and store water.

BENEFITS

Green Infrastructure principles can lead to a cleaner environment and reduce flooding by encouraging infiltration that will recharge aquifers, filter out pollutants, and reduce the volume of runoff.

POLICY GOALS

The Village's Green Infrastructure policy will consider implementing green infrastructure principles through the planning, design, and implementation processes for construction, reconstruction, or retrofit of public infrastructure projects and private development. Implementing green infrastructure throughout the Village can demonstrate the Village's commitment to a cleaner environment and influence citizens to be more environmentally conscious.

EXEMPTIONS

Green Infrastructure strategies are intended to be implemented where they are context sensitive and financially appropriate. Retrofitting historic properties to include green roofs may not be an appropriate green infrastructure strategy. Similarly, it is not the intent of this policy to impose strategies that would limit the ability to develop a property or complete a project. Rather the intent is to consider how green infrastructure can enhance a project and improve the environment in a responsible manner within the context of the project.

EVALUATION GOALS

Success of this project will be measured by the number of projects that plan for, design, and construct projects that include green infrastructure principles.



Grass Restoration Policy

PURPOSE

This policy is composed to establish how grass restoration is performed in the Village.

DESCRIPTION

Grass areas within the Village's rights-of-way or on private property may be disturbed or removed due to removal and replacement of various Village infrastructure, repairs to Village infrastructure, or due to Village operations.

POLICY

VILLAGE PROJECTS

When the Village has a planned, designed project for replacing or installing new Village infrastructure, the Village will include grass restoration within the project's contract. Grass restoration of all areas that are removed or disturbed by the work will be restored. Examples of Village projects would include the annual road program, water main replacement, new sidewalk installation, sewer installation or replacements, etc.

The restoration of the areas requires the placement of topsoil, erosion control blanket, grass seed, and fertilizer all meeting the Illinois Department of Transportation Standard Specifications. The typical grass seed mixture used for these projects is a Lawn Mixture, unless special conditions of the area to be restored requires a different seed mixture to be specified.

VILLAGE MAINTENANCE AND OPERATIONS

When the Village disturbs grass areas due to maintenance or operations outside of a Village project, Village staff will normally perform the grass restoration.

Village staff will restore the areas with topsoil, grass seed, and fertilizer. On smaller restorations, staff may also place straw. On large restoration areas, staff may use erosion control blanket. The typical grass seed mixture used for these projects is a Lawn Mixture, unless special conditions of the area to be restored requires a different seed mixture.



Driveway Restoration Policy

PURPOSE

This policy is composed to establish how driveway restoration is performed in the Village.

DESCRIPTION

Driveways within the Village's rights-of-way or on private property may be disturbed or removed due to removal and replacement of various Village infrastructure, repairs to Village infrastructure, or due to Village operations. The apron of the driveway is the portion of the driveway located in the Village's right-of-way, which typically is between the curb and sidewalk.

POLICY

VILLAGE PROJECTS

When the Village has a planned, designed project for replacing or installing new Village infrastructure, the Village will include driveway restoration within the project's contract. Driveway restoration of all areas that are removed or disturbed by the work will be restored. Examples of Village projects would include the annual road program, water main replacement, new sidewalk installation, sewer installation or replacements, etc.

Only the portion of the driveway impacted by the work is replaced, unless the following criteria is met. If over 50% of the driveway apron is disturbed, a full apron replacement will be completed. When two patches on the same driveway are within 4 feet of each other, the patches will be connected to form one patch. An apron may be fully replaced to avoid causing a new drainage issue that would have occurred due to the Village project altering adjacent grades within the project. Damage due to Contractor mistakes would be completed at the Contractor's cost and depending on the extent of the damage may include up to a full apron replacement.

The driveway restoration will be done with the same type of material and thickness as the existing driveway. Brick Paver driveways will have the original bricks reused when possible.

Where curb or sidewalk is replaced through an asphalt driveway or apron, the repair will have an approximately two feet wide patch adjacent to the replaced curb or sidewalk.

VILLAGE MAINTENANCE AND OPERATIONS

When the Village disturbs driveways due to maintenance or operations outside of a Village project, Village staff may perform the driveway restoration or may contract out the restoration work depending on the size and complexity of the driveway area to be restored.

Only the portion of the driveway impacted by the work is replaced, unless the following criteria is met. If over 50% of the driveway apron is disturbed, a full apron replacement will be completed. When two patches on the same driveway are within 4 feet of each other, the patches will be connected form one patch. The driveway restoration will be done with the same type of material and thickness as the existing driveway. Brick Paver driveways will have the original bricks reused when possible.



Annual Road Program Policy

PURPOSE

This policy is composed to determine how the streets in the annual road program are selected and other aspects of programs associated with the road program our administered.

POLICY

ROAD SELECTION PROCESS

The Village desires to maximize the return on the capital resources expended on the road infrastructure. In order to do so the streets are selected based on several criteria including a pavement condition index study and staff analysis of this data. Every three to five years a pavement condition index study completed by a pavement management consultant is completed to provide new data that scores each street segment.

Village staff uses this data to geographically group streets in poor conditions into areas. These areas consist of a group of streets that require maintenance. Each area is evaluated by staff to determine the order they will be addressed in the future years of the annual road program.

When evaluating these areas, the factors that are considered include but are not limited to: pavement condition, resident feedback, traffic volume on the street, project impact on the neighborhood, if any utilities (water main, storm, or sanitary) need to be replaced, curb and sidewalk condition, American Disabilities Act compliance, and cost of the project. Based on this analysis an area is then selected for the current year's maintenance program typically in the fall of each year. The remaining areas are then programmed for future years.

After the current year's street maintenance project has been completed in the summer, Village staff will re-assess the areas identified for maintenance. This provides the Village with the flexibility to re-order the areas if one area may have experienced significant deterioration over the winter and needs more immediate attention.

CONCRETE SIDEWALK AND CURB AND GUTTER REMOVAL AND REPLACEMENT

All streets that are included for road resurfacing within the Village's annual road program have all the concrete sidewalk and curb and gutter inspected and evaluated by Village staff. Replacement is completed per the Village's Sidewalk Replacement Policy and Curb and Gutter Replacement Policy.

SIDEWALK ADA CURB RAMPS

When the Village resurfaces in front of any existing sidewalk curb ramp, the Village is required to bring the curb ramp into compliance with the latest Americans with Disabilities Act standards. The Village follows the latest design standards, which includes Illinois Department of Transportation standard details and the Pedestrian Facilities in Public Right-of-Way guidelines.

Typical improvements of the curb ramps include bringing the sidewalk curb ramps into compliance with the maximum allowable running and cross slopes and installing a detectable warning tile.

To comply with the maximum allowable running slopes, the sidewalk corner may need to be lowered. When lowering the sidewalk corner, the Village utilizes grading along the sidewalk edge to meet ADA requirements. When there is a more significant drop in elevation of the sidewalk corner, barrier curb may be utilized along the edge of sidewalk in conjunction with grading.

GRASS RESTORATION

When sidewalk or curb is removed and replaced adjacent to grass areas, restoration of the grass areas will be necessary. Any excavation or damage done by the road program contractor, is restored per the Village's Grass Restoration Policy.

DRIVEWAY RESTORATION

When sidewalk or curb is removed and replaced adjacent to driveways, restoration of the driveway is typically required. Any removal or damage to the existing driveway done as a part of the road program, will be restored per the Village's Driveway Restoration Policy.

Once the road program has been presented to the Village Board in the fall, the Community Development Department is notified of the streets within the following year's road program. They will advise residents that submit for driveway building permits within the road program area, of the upcoming project to try to avoid any restorations to new driveways.



Memorandum

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brian Richter, Public Works Director
Date: October 14, 2024
Re: Award of the Soil Testing Contract with Testing Services Corporation

The Villages construction management company for the new Public Works Facility, Federick Quinn Corporation (FQC), solicited proposals from qualified firms for material testing services. Material testing is needed to ensure that clay used for the site construction will support the new building and the heavy trucks that will be using the parking lots. Material testing also includes testing the asphalt, concrete, mortar for the masonry work, trench backfill, reinforcing steel, and structural steel. Material testing is considered a professional service and FQC reached out to five firms for proposals. Material testing services fees are usually billed on a time and expense basis. Proposals were evaluated for billing rates, number of site visits, and proximity to the job. Material testing firms all charge for travel time so proximity was factored into the proposals.

FQC narrowed the five proposals down to two companies, Rubino Engineering and Testing Services Corporation (TSC). TSC offered lower unit pricing and is located closer to the new Public Works site which will lower the transportation costs. The total budget amount proposed by TSC is \$88,800.00. This is a not to exceed price and staff believes that we will not use the total amount of the proposal. TSC previously performed the soil borings for the new Public Works Facility project.

FQC's recommendation letter and the contract is attached for you to review. Staff is recommending awarding the material testing services to Testing Services Corporation in the amount of \$88,800.00. This was not previously budgeted for as part Public Works Facility project but is necessary. There are sufficient funds in the capital fund.



October 11, 2024

Mr. Brian Richter
Public Works Director
Village of North Aurora
25 East State Street
North Aurora, IL 60542

RE: Village of North Aurora
New Public Works Facility
Award Recommendations – Material Testing
FQC #564

Dear Mr. Richter:

As a part of CM services Frederick Quinn Corporation solicited proposals from qualified firms for material testing services. Material testing is procured as a professional service via proposal. Each interested firm was given access to the project documents in order to prepare a proposal. A total of five proposals were received. Each proposal received was from a qualified firm.

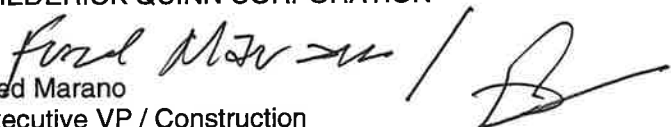
Firms that perform material testing provide their services on a time and expense basis. The actual cost of the work is billed as work is completed. Each firm provided an estimated cost for the work based on their billing rates. The proposals vary based on each firm's estimate of the number of site visits and material test needed. In order to evaluate the proposals the total cost of the work needs to be considered along with the billing rates used by each firm. Material testing firms all charge for travel time, therefore a firm's proximity to the project site should be considered in the evaluation.

Based on the factors described above FQC narrowed the proposals to Rubino Engineering and Testing Service Corporation. FQC is recommending Testing Service Corporation for this project. The estimated total budget provided by Rubino is less than TSC, however TSC offers lower unit prices on some services. When the quantity of services is equalized TSC's estimated cost is lower. Additionally, TSC is located closer to the site and therefore should be able to service the project with lower transportation costs. The total budget amount proposed by TSC is \$88,800.00. This professional service is best contracted directly between The Village of North Aurora and the vendor and as such the cost of this work will be billed directly to VONA. If the above meets with your approval, please sign and return one copy of the attached TSC proposal date 09/09/2024. Upon receipt of your approval, Frederick Quinn Corporation will forward the signed proposal to TSC. FQC is responsible for coordinating TSC's onsite services. VONA will receive inspection and test reports directly from TSC.

Please do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,

FREDERICK QUINN CORPORATION


Fred Marano
Executive VP / Construction

cc: Steve Bosco / VONA
Brandon Tonarelli / NAPW
Marc Rohde / WA
Vince De Prima / WBK
Jack Hayes / FQC
John Eallonardo / FQC
File / FQC



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

September 9, 2024

Mr. Fred Marano
FQC Construction Management
103 South Church Street
One Corporate Center Business Park
Addison, IL 60101

RE: P.N. 73,853
Independent Testing Laboratory Services
North Aurora Public Works Facility
312 Butterfield Road
North Aurora, IL

Dear Mr. Marano:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Independent Testing Laboratory Services for the referenced project. The objectives of our services are to conduct and interpret tests, and to report our findings as directed by personnel appointed by FQC Construction Management.

This proposal includes Prevailing Wage rates.

TSC has prepared a Report of Soils Exploration for this project. The Report bears our project number L-95,151.

Based on the information provided, TSC understands that the following material testing services may be required for the project as it progresses:

- Soil in connection with site grading
- Utility Trench Backfill
- Soil in connection with excavating for foundations
- Soil in connection with excavating for paving, curbs, gutters and walks
- Reinforcing steel (rebar)
- Concrete in connection with foundation and superstructure
- Concrete in connection with concrete paving, curbs, gutters and walks
- Bituminous paving and base course stone
- Bolted and welded structural steel connections
- Mortar for masonry work

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

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

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

A budget amount of Eighty Eight Thousand Eight Hundred Dollars (\$88,800.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by FQC Construction Management and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, client callout frequency, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Fred Marano
FQC Construction Management
103 South Church Street
One Corporate Center Business Park
Addison, IL 60101
Tel: (630) 628-8500
Email: fmarano@fquinncorp.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey R. Martinka, P.E.
Vice President

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING SERVICES

TSC is staffed and equipped to provide any of the following items that may be ordered by you.

- Soil in connection with site grading
- Utility Trench Backfill
- Soil in connection with excavating for caissons
- Soil in connection with excavating for foundations
- Soil in connection with excavating for paving, curbs, gutters and walks
- Reinforcing steel (rebar)
- Concrete in connection with caissons
- Concrete in connection with foundation and superstructure
- Concrete in connection with concrete paving, curbs, gutters and walks
- Bituminous paving and base course stone
- Bolted and welded structural steel connections
- Spray on Fire Protection Material
- Mortar for masonry work

ITEM I FIELD SERVICES

A.	Material Tester I	Per Hour: \$ 117.00
B.	Material Tester II	Per Hour: \$ 120.00
C.	Transportation, Light Vehicle	Per Trip: \$ 60.00
<p>The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday. Increase hourly rate by 1.7 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.</p> <p>Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.</p>		
D.	Use of Nuclear Moisture/Density Gauge	Per Day: \$ 50.00
E.	Pickup Concrete Test Samples	
	1. Fewer than 20 Cylinders at Grade Level	Per Trip: \$ 100.00
	2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip: \$ 150.00

- F. Structural Steel Test Equipment
 - 1. Ultrasonic Flaw Detector Per Day: \$ 50.00
 - 2. Magnetic Particle Yoke Per Day: \$ 35.00
- G. Fire-Proofing
 - 1. Cohesion Test Supplies Per Day: \$ 60.00
 - 2. Density Test Each: \$ 45.00

ITEM II **LABORATORY SERVICES**

A. Soils

- 1. Compaction Curve to establish the Maximum Dry Unit weight and optimum water content
 - a. Modified (AASHTO T180, ASTM D1557) Each: \$ 250.00
 - b. Standard (AASHTO T99, ASTM D698) Each: \$ 225.00
 - c. Add for Methods B, C, or D Each: \$ 20.00
- 2. Thin-Walled Tube Samples
 - a. Combined Water Content & Dry Unit Weight Determination Each: \$ 20.00
 - b. Unconfined Compressive Strength Each: \$ 20.00

B. Portland Cement Concrete/Aggregates

- 1. Concrete Test Cylinders (4"x8")
 - a. Compressive Strength Each: \$ 16.00
 - b. Spares/Handling Charge Each: \$ 16.00
 - c. Trim End of Specimen When Necessary Additional: \$ 10.00
- 2. Concrete Test Cylinders (6"x12")
 - a. Compressive Strength Each: \$ 19.00
 - b. Spares/Handling Charge Each: \$ 19.00
 - c. Trim End of Specimen When Necessary Additional: \$ 10.00
- 3. Concrete Beams for Flexural Strength Testing Each: \$ 50.00
- 4. Mortar Cubes
 - a. Compressive Strength Each: \$ 19.00
 - b. 2" Cube Mold Per Day: \$ 8.00
- 5. Contractor Made Cylinders Each: \$ 30.00
 - a. Trim End of Specimen When Necessary Additional: \$ 10.00

6. Evaluation of Mortars for Plain & Reinforced Masonry		
a. Pre-Construction	Each:	\$ 350.00
b. Cement/Aggregate Ratio	Each:	\$ 50.00
7. Masonry Block Prisms	Each:	\$ 50.00
8. Sieve Analysis		
a. Washed w/200 Sieve	Each:	\$ 100.00
b. Unwashed	Each:	\$ 75.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 225.00
b. Washed	Each:	\$ 250.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 225.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 100.00
4. Determining Asphalt Content by Ignition Oven:	Each:	\$ 110.00
5. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 200.00
6. Bulk Density of Core Specimens	Each:	\$ 50.00

ITEM III **CONSULTATION AND REPORT PREPARATION**

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 175.00
C. Graduate Civil Engineer	Per Hour:	\$ 160.00
D. Daily Engineering Services	Per Hour:	\$ 160.00
E. Transportation		
1. Light Vehicle	Trip Charge:	\$ 60.00
2. Light Vehicle (Over 100 miles round trip)	Per Mile:	\$ 0.60
3. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2024.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure.

Earthwork & Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	48	120.00	\$ 5,760.00
2	Material Tester II (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip	6	60.00	\$ 360.00
4	Nuclear Moisture Density Gauge	Day	6	50.00	\$ 300.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		20.00	\$ 0.00
6	Laboratory Compaction Curve Soil (Modified)	Each	2	250.00	\$ 500.00
7	Laboratory Compaction Curve Stone (Modified)	Each	1	270.00	\$ 270.00
Subtotal					\$ 7,190.00

Estimate Basis – 6 trips of 8 hour duration for compaction testing of engineered fill placed during site grading.

Utility Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	32	120.00	\$ 3,840.00
2	Material Tester II (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip	8	60.00	\$ 480.00
4	Nuclear Moisture Density Gauge	Day	8	50.00	\$ 400.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		20.00	\$ 0.00
6	Laboratory Compaction Curve Soil (Modified)	Each		250.00	\$ 0.00
7	Laboratory Compaction Curve Stone (Modified)	Each	1	270.00	\$ 270.00
Subtotal					\$ 4,990.00

Estimate Basis – 8 trips of 4 hour duration for compaction testing of utility trench backfill.

Foundations					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	120	120.00	\$ 14,400.00
2	Material Tester II (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip	15	60.00	\$ 900.00
4	Pickup Test Samples (<20 at Grade Level)	Each	15	100.00	\$ 1,500.00
5	20 or more Cylinders or Cylinders in Basement or on Elevated Deck	Each		150.00	\$ 0.00
6	Water Content & Dry Unit Weight Determination	Each	60	20.00	\$ 1,200.00
7	Concrete Test Cylinders (4" x 8")	Each		16.00	\$ 0.00
8	Concrete Test Cylinders (6" x 12")	Each	60	19.00	\$ 1,140.00
Subtotal					\$ 19,140.00

Estimate Basis – 15 trips of 8 hour duration for footing inspections for the building, storage bins, and salt dome.

Pavement					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	64	117.00	\$ 7,488.00
2	Material Tester I (Overtime)	Hour		175.00	\$ 0.00
3	Travel, Light Vehicle	Trip	10	60.00	\$ 600.00
4	Nuclear Moisture Density Gauge	Day	6	50.00	\$ 300.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		20.00	\$ 0.00
6	Laboratory Compaction Curve Soil (Modified)	Each		250.00	\$ 0.00
7	Laboratory Compaction Curve Stone (Modified)	Each		270.00	\$ 0.00
8	Extraction Analysis (Unwashed)	Each		225.00	\$ 0.00
Subtotal					\$ 8,388.00

Estimate Basis – 4 trips of 4 hour duration and 6 trips of 8 hour duration for proof-rolling subgrade soils and compaction testing of bituminous binder and surface courses.

Site Concrete					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	40	117.00	\$ 4,680.00
2	Material Tester I (Overtime)	Hour		175.00	\$ 0.00
3	Travel, Light Vehicle	Trip	10	60.00	\$ 600.00
4	Pickup Test Samples (<20 at Grade Level)	Each	10	100.00	\$ 1,000.00
5	20 or more Cylinders or Cylinders in Basement or on Elevated Deck	Each		150.00	\$ 0.00
6	Concrete Test Cylinders (4" x 8")	Each		16.00	\$ 0.00
7	Concrete Test Cylinders (6" x 12")	Each	40	19.00	\$ 760.00
Subtotal					\$ 7,040.00

Estimate Basis – 10 trips of 4 hour duration for field testing of concrete placed for curbs and sidewalks.

Cast In Place Concrete					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	80	117.00	\$ 9,360.00
2	Material Tester I (Overtime)	Hour		175.00	\$ 0.00
3	FF & FL Testing - Next Day, Regular Time	Trip		550.00	\$ 0.00
4	FF & FL Testing - Same Day, Overtime	Trip	5	850.00	\$ 4,250.00
5	Travel, Light Vehicle	Trip	17	60.00	\$ 1,020.00
6	Pickup Test Samples (<20 at Grade Level)	Each	17	100.00	\$ 1,700.00
7	20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beam Pickup	Each		150.00	\$ 0.00
8	Flexural Strength for Concrete Beams	Each		50.00	\$ 0.00
9	Concrete Test Cylinders (4" x 8")	Each		16.00	\$ 0.00
10	Concrete Test Cylinders (6" x 12")	Each	132	19.00	\$ 2,508.00
Subtotal					\$ 18,838.00

Estimate Basis – 14 trips of 4 hour duration and 3 trips of 8 hour duration for field testing of concrete placed for foundations, slab on grade, and elevated deck.

Masonry					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	32	117.00	\$ 3,744.00
2	Material Tester I (Overtime)	Hour		175.00	\$ 0.00
3	Travel, Light Vehicle	Trip	8	60.00	\$ 480.00
4	Pickup Test Samples (<20 at Grade Level)	Each	8	100.00	\$ 800.00
5	20 or more Cylinders or Cylinders in Basement or on Elevated Deck	Each		150.00	\$ 0.00
6	Mortar, Compressive Strength	Each	48	19.00	\$ 912.00
7	Cement/Aggregate Ratio	Each		50.00	\$ 0.00
8	Grout Compressive Strength	Each	24	19.00	\$ 456.00
9	Block Prisms, Compressive Strength	Each		50.00	\$ 0.00
Subtotal					\$ 6,392.00

Estimate Basis – 8 trips of 4 hour duration for masonry testing.

Structural Steel					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	40	120.00	\$ 4,800.00
2	Material Tester II (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip	10	60.00	\$ 600.00
4	Use of Ultrasonic Flaw Detector	Each		50.00	\$ 0.00
Subtotal					\$ 5,400.00

Estimate Basis – 10 trips of 4 hour duration for inspection of field bolted and welded connections.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	71	160.00	\$ 11,360.00
2	Secretary	N/C			\$ 0.00
Subtotal					\$ 11,360.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 88,738.00

RECOMMENDED BUDGET: \$ 88,800.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

If waivers are required, please provide the Owner's name here _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____