



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, DECEMBER 2, 2024 - 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

ZOOM VIEWING INFORMATION

Website Address: <https://us02web.zoom.us/j/88110149254>

Meeting ID: 881 1014 9254 | **Dial In:** +1 312 626 6799

AGENDA

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

ROLL CALL

AUDIENCE COMMENTS

PUBLIC HEARINGS

1. Special Service Area 4
2. Special Service Area 7
3. Special Service Area 8
4. Special Service Area 9
5. Truth in Taxation

CONSENT AGENDA

1. Village Board Minutes dated 11/18/2024; Committee of the Whole Minutes dated 11/18/2024
2. Bills List Dated 12/02/2024 in the Amount of **\$453,124.78**
3. Travel and Business Expenses in the Amount of **\$75.00**
4. Approval of a Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement
5. Approval of 2025 Village of North Aurora Meeting Schedules

NEW BUSINESS

1. Approval of Resolution Adopting the Tourism Investment Agreement with the Aurora Area Convention and Visitors Bureau
2. Approval of July 3rd 2025 and 2026 Fireworks Shows Contract with Pyrotecnico Fireworks
3. Approval to Award Contract for Oak Hill Pond Stabilization Project to Semper Fi Landscaping, Inc. in an Amount Not to Exceed **\$437,600.00**
4. Approval of Resolution Approving a Collective Bargaining Agreement Between the Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division
5. Approval of the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax
6. Approval of Ordinance for the Levy and Assessment of Taxes in and for the Village of North Aurora and the Messenger Public Library, Kane County, Illinois for the Fiscal Year Beginning June 1, 2024 and Ending May 31, 2025

7. Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
8. Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
9. Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
10. Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
11. Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
12. Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
13. Approval of an Ordinance Abating the Tax Heretofore Levied for the Years 2024 – 2027 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)
14. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2024 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)
15. Approval of an Ordinance Abating Tax Heretofore Levied for the Year 2024 to Pay Debt Service on \$13,665,000 General Obligation Bonds, Series 2024 (Alternate Revenue Source)

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: 

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, November 18, 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, Village Attorney Kevin Drendel, Village Engineer/Assistant Public Works Director Brandon Tonarelli, Police Chief Joe DeLeo.

AUDIENCE COMMENTS – None

PRESENTATION-2023-2-24 Audit

Brad Porter on behalf of Lauterbach & Amen was on hand to present regarding the Village financial audit process for year-end May 31, 2024.

CONSENT AGENDA

1. Village Board Minutes Dated 11/04/2024; Committee of the Whole Minutes Dated 11/04/2024
2. Executive Session Minutes Dated 01/15/2024, 02/05/2024, 03/04/2024, 04/01/2024 #1, 04/01/2024 #2, 04/01/2024 #3, 04/15/2024 #1, 04/15/2024 #2, 05/06/2024, 05/20/2024 #1, and 05/20/2024 #2
3. Bills List Dated 11/18/2024 in the Amount of \$574,509.29
4. Approval of Agreement with Weblinx for Website Service
5. Approval of Ordinance Authorizing the Sale or Disposition of Surplus Personal Property

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

NEW BUSINESS

1. Approval of the 2023-2024 Audit

Finance Director Paprocki explained that this agenda item was for the approval of the audit presentation the Village Board just experienced. Director Paprocki added that the General Fund ended the unassigned fund balance at \$9 million which was 67.1% of General Fund expenditures and transfers out for debt service. The Village’s policy is 40%-50%, therefore the Village was well above policy for the General Fund reserve.

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

2. Approval of the Special Event Permit for Glavach Wedding on Greenbrier Court

Administrator Bosco reminded the Village Board that the code was changed a while back, the only time someone needs to come to the Board for a special event request was if the music goes beyond the time dictated by the noise ordinance or if they are blocking a Village road. In this case, Tonya Glavach would like to hold a wedding at 1131 Greenbrier Court. They would like to have a tent set up and block off their cul-de-sac. The wedding would go until midnight but the music would end at 11pm. The Village's noise ordinance is 10pm. The event would be held on Saturday, June 21, 2025. They have already spoken with and have consenting signatures from their neighbors in the cul-de-sac.

Motion for approval made by Trustee Lowery and seconded by Trustee Niedzwiedz. **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).**

VILLAGE PRESIDENT – None

TRUSTEES COMMENTS – Trustee Salazar complimented the Village Financial staff on their successful audit and award.

ADMINISTRATOR'S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – Chief De Leo stated that from Friday November 22nd through December 2nd the North Aurora Police Department would be participating in IDOT's Drive Sober or Get Pulled Over campaign. All overtime used would be reimbursed by a grant received from the state.
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, November 18, 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, Village Attorney Kevin Drendel, Village Engineer/Assistant Public Works Director Brandon Tonarelli, Police Chief Joe DeLeo.

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

DISCUSSION

1. 2025 Meeting Schedule

Administrator Bosco stated that by state law, the Village had to publish the meeting schedules for the public. The Village Board reviewed the schedules presented to them for the Village Board, Committee of the Whole, Plan Commission, Beautification Committee and North Aurora Days Committee meetings for 2025.

The Board was in agreement to move forward with the schedule.

2. Metronet Franchise Settlement Agreement

Administrator Bosco reminded the Board that the Village had three cable providers, Metronet, Comcast, and AT&T. Bosco stated that by state law service providers have the right to lay infrastructure and provide service either through local franchise or through state approval through the Illinois Commerce Commission. In the case of Metronet, they have a local agreement. A local agreement allows for the Village to work with the provider hand in hand, ultimately the cable companies will build out the majority of, if not the whole community. AT&T's agreement is through the state which allows them to pick neighborhoods where they would like to be as opposed to building out.

Metronet came to the Village about seven years ago, in April of 2017, and they signed a ten year agreement. Bosco stated that it is standard to have these agreements because essentially you are allowing a company to put a ton of infrastructure in the Village's right-of-ways, taking up space from future improvements. With the agreements, the Village is allowed to charge a franchise fee of 5% of gross sales. In the case of Metronet, their term ran through 2024, rather than discussing a renewal they informed the Village and surrounding municipalities that Metronet were no longer interested in providing cable service. Metronet has said that streaming has taken a piece of the market and cable service was not profitable anymore. Therefore Metronet was seeking to terminate their local franchise agreements with each of the municipalities.

Metronet would continue to provide internet and phone services. All of their services are provided through the same fiber optic cable. Metronet would like to terminate in December, two and a half years early, and were offering a one-time payment of approximately \$7,800. Bosco stated that last year the Village received \$6,800 in total revenue from Metronet for cable services. That number has been declining as streaming services increase. He also stated that there is not good termination language in the franchise agreements. In summation he said that Metronet was seeking to terminate the agreement and pay a one-time, lump sum payment. Staff has spoken with other administrators and attorneys in the Fox Valley area trying to figure out what a recourse a municipality would have in allowing a company to stay in the right-of-way and utilize that space without paying the franchise fee. Unfortunately, Bosco says, state law preempts the Village on a few things. Metronet already provided some form of telecommunications fee to the Village through the simplified telecommunications tax, the Village does receive a proportional amount of the telecom tax from Metronet services in Illinois. The federal law prohibits the Village from charging right-of-way fee for internet services in an effort to expand on broadband throughout the country. Cable was the one service that the cable act allowed Village's to focus on. There was an ability to consider a reasonable fee for right-of-way access, but there is not a definition for a reasonable fee.

Village Attorney Kevin Drendel stated that there is a process that is established in the Federal Cable Act for termination of a franchise. A franchisee can terminate for certain changes in market conditions. Drendel stated that the Village does not have to agree to the proposed termination agreement that they have tendered to the Village although Metronet would probably stop providing cable services like they said they would. It would go through an administrative process with the state, and the Village would probably spend money to go through that process and Metronet would probably get to terminate and the Village may not get a fee out of it. Drendel stated that it would probably make sense to accept what Metronet was offering.

Drendel stated that it was less clear how to move forward. The telecommunication services that Metronet plans to continue providing through the infrastructure that they have in Village right-of-ways will generate some simplified telecommunications tax that the state collects and the Village gets a portion of. The internet services that they plan on providing are under federal law and the Village was preempted from collecting any fees on internet.

One idea that staff had suggested, and had been passed on to Metronet, was that Metronet could provide in-kind services as compensation for additional services they render through the existing infrastructure that were not considered telecommunications or internet. There was also some uncertainty of what authority the Village may have in collecting from them because there are not any statutory provisions that relate to it.

Trustee Lowery asked for clarification as to what was meant by "right-of-way", Administrator Bosco stated that it was the piece of land, also known as the parkway that the Village owns, between the street and the sidewalk.

Trustee Salazar believed that it was better to accept the settlement from Metronet.

Trustee Curtis asked if the Village could request from Metronet what they would have paid for the two and a half years of the early terminated contract. Administrator Bosco stated that Metronet does not have to offer anything, they could just stop providing the service, therefore making no profit.

Attorney Drendel stated that Metronet had an independent right to be in the right-of-way to provide telecommunications and internet.

Administrator Bosco stated that any termination agreement would include language that Metronet would have to adhere to all right-of-way standards going forward, although they are required by ordinance to follow that anyway.

Mayor Gaffino asked if Metronet had let their customers know about the cancellation of services. Bosco stated that he did not know. Attorney Drendel stated that he thought Metronet had a plan in place for that.

Trustee Niedzwiedz asked how Metronet benefitted by offering the settlement. Attorney Drendel stated that if the Village refused to agree, Metronet would have to go through the process with the state, costing them time and money. Niedzwiedz asked why Metronet would not just let the contract run out. Drendel replied that he believed it would have to be financially based decision for them.

3. Aurora Area Convention and Visitor Bureau (AACVB) Agreement

Administrator Bosco reminded the Board that the Intergovernmental Agreement with several local municipalities and the Aurora Area Convention and Visitor Bureau dated back to 1987. Typically the agreements had been five year terms, the last one expired two years ago during Covid and the Village had just been honoring those terms.

Bosco listed the municipalities that had been part of the agreement with the AACVB, those included Aurora, Batavia, Big Rock, Elburn, Geneva, Hinckley, Montgomery, North Aurora, Oswego, Plano, Sugar Grove, and Yorkville. He stated that the number of municipalities was important for leveraging.

In the past, every town would have to sign the five year agreement with the AACVB. The AACVB was moving away from that and toward individualized agreements.

The Village pays 90% of their 3% hotel/motel tax to the AACVB. The hotel/motel tax is an occupation tax that the Village can levy based on any overnight stay in the Village. By state law the Village could levy up to 5%. Of the 3%, 90% is paid to the AACVB which was the standard percentage that every other town has paid with the exception of Aurora because of their size. This past fiscal year, that 90% of the 3% came to \$95,000. Bosco mentioned that if the Village decided to raise the tax to 5%, the contribution to the AACVB would remain 90% of the first 3%.

Bosco went on to discuss the differences between home rule and non-home rule. Non-home rule communities have restrictions on what the tax money can be used for. Home rule communities could add it to their operations fund and use it toward different things. For non-home rule the money has to be put into promoting tourism and entertainment that leads to overnight stays.

Bosco explained that the benefit of having a large number of municipalities participating was the draw of events, even if a town does not have a hotel, events could lead to overnight stays in a town within the AACVB group. The large number of participants also aids in increased grant funding to the group.

Bosco presented an agreement overview, this included benefits such as the AACVB providing 40% of the Village's funding contribution back in direct marketing, the Village can have two representatives on the AACVB Board of Directors (one municipal representative and one hotel representative), and an ongoing term that can be terminated with notice.

Trustee Guethle was in favor of continuing on with the AACVB.

Trustee Curtis wanted to revisit the idea of eliminating the hotel/motel tax altogether. She believed that it would make North Aurora hotels more competitive in the area. There was discussion regarding this idea.

Trustee Salazar asked what percentage tax surrounding municipalities charged, Bosco stated that most were at 3%.

Trustee Salazar stated that she was in favor of carrying on, citing that the new casino in Aurora was slated to open in 2025 drawing interest to the area. The Village had the option of terminating the agreement at any time, which was also a benefit.

Mayor Gaffino stated that he believed that North Aurora was competitive regarding hotel stays.

Trustee Curtis reignited the conversation about doing away with the hotel/motel tax and asked to see more metrics on engagement with the AACVB's website and social media presence.

Cort Carlson, representative from the AACVB stated that while he did not have that information on hand, he would provide it. He also stated that a marketing report is provided to the Village at the end of each year.

Mayor Gaffino stated that he thought the AACVB would be able to appropriate the \$90,000 better than the Village could on its own.

The Village Board agreed to move forward with the AACVB.

4. Code Updates Pertaining to Vehicle Weights, Abandoned Vehicles, Parking and E-Bikes

Administrator Bosco reminded the Board that there had been recent activity to bring Village code up to date. "No parking" code changes had been discussed multiple times and Bosco mused that each change seemed to raise more questions.

Bosco stated that the first topic up for discussion was in regard to overweight vehicles. He reminded the Board that recently the Village had difficulties with overweight vehicles traveling through residential areas to reach a warehouse. That issue had been addressed but the Village never formally banned overweight vehicles from residential roads, there were only a few streets that did have an overweight vehicle restriction. Staff was proposing that rather than listing prohibited streets for overweight vehicles, they would list only the streets which allow travel by vehicles over 10,000 pounds, therefore shortening the list drastically. Bosco listed the streets that overweight truck traffic was allowed, Airport Road, Deerpath Road, Evergreen Drive, Grant Street (only on the small portion by Aurora Packing Company, Hansen Boulevard, Heart Road, Ice Cream Drive, Mooseheart Road, Mitchell, Oak Street, Orchard Gateway, Orchard Road, Overland Drive, Poplar, Randall Road, Route 25, Route 31, Route 56, Smoketree, and Tanner Road. Bosco pointed out that most of the roads included on the list were state or county roads that already allowed trucks.

The second change was to the "no parking" codes. Bosco reminded the Board that there had been recent changes to the "no parking" codes centered around schools and areas of pickup and drop off times. He stated that what had been missed while updating "no parking" signs around Fearn Elementary was that Hawksley Lane had existing "no parking" on one side of Hawksley. The restrictions listed were between April and August from 8:00 a.m. until 11:00 p.m. When new signage was put up around the school, they stated a "no parking" time beginning at 7:30 a.m., this conflicted with the Hawksley signs, potentially causing confusion. The staff was proposing changes to the "no parking" time on Hawksley signs to reflect the 7:30 a.m. posted on surrounding signs.

The next code change pertained to abandoned/inoperable vehicles. Bosco stated that this had been a very difficult code to enforce. The current definitions, located in different sections of the code, did not match. The newly written definition for an abandoned vehicle would read: Any motor vehicle, semitrailer, trailer, or truck tractor that (a) does not have a current state registration or does not display a current state license plate with valid registration sticker affixed; or (b) a vehicle not removed within ten hours of its

involvement in a collision; or (c) a vehicle where the Police Department has attempted and not been able to make contact with the registered owner for a period of at least 48 hours.

The new definition for an inoperable vehicle would read: Any motor vehicle, semitrailer, trailer, or truck tractor that for a period of at least 48 hours has had the tires removed, one or more tires are flat, major vehicle parts have been removed (i.e. windshield, engine, transmission, brakes, body panels), or is otherwise incapable of being moved under its own power or unlawful to operate.

Administrator Bosco said that he believed that the new definitions would help the police and code enforcement officers to enforce the code and dispel any misconceptions that may be held about the code.

Bosco stated that the last update for discussion was new. E-bikes and e-scooters were becoming popular in neighborhoods. He said that the state did have some laws pertaining to the use of the devices, the Village was seeking to follow suit.

Administrator Bosco explained that the e-bikes and e-scooters would be defined in the new section, he stated that a low speed electric bike, with assistance, can reach speeds up to 28 miles per hour. Electric scooters, a device weighing less than 100 pounds, has a top speed of 10 miles per hour or less, and is powered by an electric motor or human power. All e-bikes and e-scooters must comply with all equipment and manufacturing specifications and requirements. E-bikes would be prohibited on Village sidewalks, but e-scooters would be permitted. Class 3 e-bike riders must be at least 16 years old, and all e-bike riders must follow all applicable traffic regulations. E-bikes and e-scooters would be permitted on bike paths unless otherwise posted.

Mayor Gaffino asked about bikes that had gas powered motor enhancements, there was a brief discussion regarding this with Trustee Lowery suggesting the addition of “motorized bikes” to the code.

Mayor Gaffino asked about overweight vehicles traveling on residential streets in order to make deliveries to homes. Administrator Bosco and Chief DeLeo stated in that situation it was appropriate to travel on the residential streets, however the police would be justified in stopping them to verify their delivery destination.

Trustee Lowery raised a question regarding limiting parking on both sides of the street in areas where the street’s curvature makes it dangerous to do so. Chief DeLeo stated that the Police Department had reached out to the Fire District to inquire whether or not they have encountered an area difficult to pass through because there was parking on both sides of the street. The Fire District had not encountered any such area. There was further discussion regarding the topic, Administrator Bosco stated that the topic could be brought back before the Board at a later date.

Trustee Niedzwiedz asked if staff thought that the change to the code for overweight vehicles would result in confusing truckers. There was discussion regarding this with Attorney Drendel adding that without signage on streets, it may be difficult to get any violation tickets to stick. This prompted a discussion regarding posting signage. Drendel stated that posting signage at the entrances of major subdivisions may be a reasonable response. Chief DeLeo stated that overweight vehicles on residential streets was not a common occurrence. There was further discussion regarding the necessity of the signage.

5. 2024 Tax Levy

Administrator Bosco reminded the Village Board that the initial 2024 property tax levy discussion about setting the levy occurred at the previous Committee of the Whole meeting. The Board had some

questions about why staff had recommended capturing 3.4% and new construction. Staff created a presentation to further inform the Board before making a decision on the tax levy.

Finance Director Paprocki began his presentation explaining that the tax levy was the General Fund's third largest revenue source behind sales tax and income tax. He laid out upcoming key dates which included November 22nd for the Truth in Taxation newspaper publication, December 2nd the Truth in Taxation and SSA public hearings, as well as the approval of tax levies and SSA levies.

Paprocki went on to speak about Home Rule versus Non-Home Rule as it pertains to the tax levy. As a non-home rule community, the Village was more reliant on property tax. Non-home rule municipalities are tax capped by CPI and new construction whereas a home rule community is not. Home rule communities have more revenue sources and more freedom in setting local taxes.

Paprocki presented a graph of the Village revenues from past levies since 2014 through current, versus what the Village could have raised if it had capture the maximum amount allowed for each year.

The next graphs represented what the property taxes were used for within the Village.

Paprocki explained that historically there had been a \$600,000 Capital Fund transfer from the General Fund each year, the previous year the transfer had been \$400,000. He discussed some of the projects that were funded by the Capital Fund. Paprocki stated that over the past six years, the Village had pushed \$12,680,000 to the Capital Project funds due to surplus revenues. These funds had help fund the Tanner/Remington storm sewer project, Police Department debt payoff, the Public Works facility design and construction management, and the Public Works facility construction. Due to the ability to partially fund the Public Works facility construction the Village was able to save \$3.8 million in interest payments.

Paprocki explained that sales tax was the Village's largest revenue source in the General Fund. Sales Tax revenue for FY 23-24 had decreased, as well as Cannabis Tax revenue.

Paprocki spoke about economic development impacts. He explained that the Village had four active sales tax rebate agreements, North Aurora Towne Center, Gerald Ford, Gerald Genesis, and River Front Ram. He stated that rebates were projected at \$449,500 for FY 25-26, about 6% of revenue. Paprocki suggested that there may be future incentives needed to drive economic development. These incentives provide potential for future sales tax, but limits immediate revenue.

Paprocki spent time explaining the tax rate versus the tax levy. He stated that the property tax rate is what gets applied to each property's assessed value. The property tax levy is the amount requested by each taxing body. The tax rate is broken down by taking the tax levy and the whole district EAV.

Paprocki's next slides demonstrated what the impact on a tax bill would be, and levy options based on taking 0% with new construction, 1.5% with new construction, 2.5% with new construction, and 3.4% with new construction.

Trustee Niedzwiedz stated he would like the Village to take 0% with new construction.

Trustee Lowery asked how necessary the additional revenue would be, Paprocki stated that he could put together a budget with 0%. He did not see it as a matter of need but if the Village passed on the 3.4% it would be gone. The Village does not have the ability to make up a tax or make up a fee to cover any budgetary shortfalls. Trustee Lowery stated that he would be willing to vote for a 2.5% levy.

Trustee Guethle also stated he would vote for a 2.5% levy.

Trustee Christiansen and Trustee Salazar both said that they would be willing to vote for either 2.5% or 3.4%, Trustee Salazar mentioning the decline in cannabis sales tax revenues as part of the reason.

Trustee Curtis said that she would vote for 2.5% and asked the Board to bear in mind that EAV's were anticipated to go up.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 11/27/2024 - 8:44AM
 Batch: 00501.12.2024



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
110 Customs									
468557									
3891	10/14/2024	8,397.83	0.00	12/02/2024				No	0
71-430-4869 Vehicles			New Side-By-Side Buildout						
3891 Total:		8,397.83							
110 Customs Total:		8,397.83							
ABC Carpet Cleaning									
038040									
11092024	11/9/2024	1,850.00	0.00	12/02/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce			Carpet Cleaning- PD						
11092024 Total:		1,850.00							
ABC Carpet Cleaning Tota		1,850.00							
Amundsen Davis, LLC									
039030									
788518	11/6/2024	2,310.00	0.00	12/02/2024				No	0
01-430-4260 Legal			October 24 Legal						
788518 Total:		2,310.00							
Amundsen Davis, LLC Tot		2,310.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Anderson Pest Solutions									
019770									
70271133	11/3/2024	114.35	0.00	12/02/2024				No	0
01-445-4520 Public Buildings Rpr & Mtce				Pest Control- VH					
	70271133 Total:	114.35							
7027233									
01-445-4520 Public Buildings Rpr & Mtce	11/3/2024	108.30	0.00	12/02/2024				No	0
				Pest Control- PD					
	7027233 Total:	108.30							
	Anderson Pest Solutions T	222.65							
Applied Concepts, Inc.									
050970									
447454	11/6/2024	1,640.00	0.00	12/02/2024				No	0
01-440-4870 Equipment				Replacement Radar					
	447454 Total:	1,640.00							
	Applied Concepts, Inc. To	1,640.00							
Aurora Area Convention									
003770									
11012024	11/1/2024	2,572.84	0.00	12/02/2024				No	0
15-430-4752 90% Tourism Council				NA Lodging Tax/ Sept 2024					
	11012024 Total:	2,572.84							
11012024-02	11/1/2024	4,206.88	0.00	12/02/2024				No	0
15-430-4752 90% Tourism Council				Red Roof Inn Tax/ Sept 2024					
	11012024-02 Total:	4,206.88							
	Aurora Area Convention To	6,779.72							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
Borekci Real Estate, LLC									
468158									
11142024	11/14/2024	18,835.67	0.00	12/02/2024				No	0
01-490-4781 Sales Tax Rebates			NATC Rebate June 24 - August 24- In-Line 100%						
11142024 Total:		18,835.67							
Borekci Real Estate, LLC T		18,835.67							
Britt Bischoff									
468899									
11182024	11/22/2024	34.90	0.00	12/02/2024				No	0
60-320-3340 Water Collections			Water Credit Refund						
11182024 Total:		34.90							
11182024-02	11/22/2024	1.04	0.00	12/02/2024				No	0
18-320-3350 Sewer Collection			Sewer Maintenance Credit Refund						
11182024-02 Total:		1.04							
Britt Bischoff Total:		35.94							
Builders Paving, LLC									
044930									
2404704	10/30/2024	31,211.88	0.00	12/02/2024				No	0
21-450-4875 Capital Improvements			2024 Road Program						
2404704 Total:		31,211.88							
Builders Paving, LLC Total		31,211.88							
Carlos Contreras									
468900									
11182024	11/18/2024	27.86	0.00	12/02/2024				No	0
60-320-3340 Water Collections			Water Credit Refund						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11182024 Total:	27.86							
11182024-02	11/18/2024	0.83	0.00	12/02/2024				No	0
18-320-3350	Sewer Collection			Sewer Maintenance Credit Refund					
	11182024-02 Total:	0.83							
	Carlos Contreras Total:	28.69							
Chicago Metropolitan Agency									
034990									
11072024	11/7/2024	739.58	0.00	12/02/2024				No	0
01-410-4390	Dues & Meetings			FY25 Contribution					
	11072024 Total:	739.58							
	Chicago Metropolitan Agen	739.58							
Cintas Corporation									
041590									
4210554298	11/5/2024	105.87	0.00	12/02/2024				No	0
01-445-4520	Public Buildings Rpr & Mtce			Towel & Rug Cleaning- PW Garage					
	4210554298 Total:	105.87							
5237994208	11/4/2024	158.12	0.00	12/02/2024				No	0
01-445-4422	Safety Supplies			First Aid Supplies- PW Garage					
	5237994208 Total:	158.12							
	Cintas Corporation Total:	263.99							
Comcast									
040740									
222433060	11/1/2024	849.62	0.00	12/02/2024				No	0
01-440-4652	Phones and Connectivity			Circuit Police LEADS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	222433060 Total:	849.62							
	Comcast Total:	849.62							
Commonwealth Edison 000330 11142024	11/14/2024	32,541.53	0.00	12/02/2024				No	0
21-452-4501 Contractual Services				ComEd Fee- New PW Building					
	11142024 Total:	32,541.53							
	Commonwealth Edison Tot	32,541.53							
Constellation NewEnergy, Inc. 034130 69405862301	10/30/2024	4,679.26	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #5/ WTP 9/10 - 10/9					
	69405862301 Total:	4,679.26							
69405862301-02	10/30/2024	6,342.72	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #6/ WTP 9/6 - 10/7					
	69405862301-02 Total:	6,342.72							
69405862301-03	10/30/2024	10,033.26	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #8/ WTP 5/13 - 6/10					
	69405862301-03 Total:	10,033.26							
69405862301-04	10/30/2024	8,546.65	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #8/ WTP 6/10 - 7/10					
	69405862301-04 Total:	8,546.65							
69405862301-05	10/30/2024	18,868.50	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #8/ WTP 8/8 - 9/9					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	69405862301-05 Total:	18,868.50							
69405862301-06	10/30/2024	11,449.74	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #8/ WTP 9/9 - 10/8					
	69405862301-06 Total:	11,449.74							
69405862301-07	10/30/2024	6,560.11	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #7 9/11 - 10/10					
	69405862301-07 Total:	6,560.11							
69405862301-08	10/30/2024	11,975.67	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #5/ ETP 9/11 - 10/10					
	69405862301-08 Total:	11,975.67							
69405862301-09	10/30/2024	7,079.54	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #9 9/19 - 10/18					
	69405862301-09 Total:	7,079.54							
69405862301-10	10/30/2024	8,876.61	0.00	12/02/2024				No	0
60-445-4662 Utility				Well #8 7/10 - 8/8					
	69405862301-10 Total:	8,876.61							
	Constellation NewEnergy,	94,412.06							
Creekside Compost, LLC									
467909									
24-10-7014	11/5/2024	204.48	0.00	12/02/2024				No	0
01-445-4540 Streets & Alleys Rpr & Mtce				Dirt Disposal					
	24-10-7014 Total:	204.48							
24-10-7014-02	11/5/2024	775.00	0.00	12/02/2024				No	0
01-445-4532 Tree Service				Leaf Disposal					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	24-10-7014-02 Total:	775.00							
24-11-7059	11/12/2024	3,125.00	0.00	12/02/2024				No	0
01-445-4532	Tree Service			Leaf Disposal					
	24-11-7059 Total:	3,125.00							
	Creekside Compost, LLC T	4,104.48							
D. R. Horton 052580									
20190100013	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 1013 Churchill					
	20190100013 Total:	5,000.00							
20230600432	8/25/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 290 Ridley					
	20230600432 Total:	2,500.00							
20230600433	8/25/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 288 Ridley					
	20230600433 Total:	2,500.00							
20230600434	8/30/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 294 Ridley					
	20230600434 Total:	2,500.00							
20230600435	8/30/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 292 Ridley					
	20230600435 Total:	2,500.00							
20230800816	8/5/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 301 Ridley					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	20230800816 Total:	2,500.00							
20230800817	8/5/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 303 Ridley					
	20230800817 Total:	2,500.00							
202312011120	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 1003 Homerton					
	202312011120 Total:	5,000.00							
202312011121	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 1001 Homerton					
	202312011121 Total:	5,000.00							
202312011122	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 1002 Homerton					
	202312011122 Total:	5,000.00							
202312011123	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 1004 Homerton					
	202312011123 Total:	5,000.00							
20231201116	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 1017 Churchill					
	20231201116 Total:	5,000.00							
20231201117	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 1009 Homerton					
	20231201117 Total:	5,000.00							
20240200059	9/26/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225	Due To Others - Damage Bond			Bond Return- 344 Sussex					
	20240200059 Total:	2,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
20240200060	9/26/2024	2,500.00	0.00	12/02/2024				No	0
90-000-2225				Bond Return- 346 Sussex					
	20240200060 Total:	2,500.00							
20240300139	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225				Bond Return- 1014 Churchill					
	20240300139 Total:	5,000.00							
20240300140	9/30/2024	5,000.00	0.00	12/02/2024				No	0
90-000-2225				Bond Return- 1016 Churchill					
	20240300140 Total:	5,000.00							
	D. R. Horton Total:	65,000.00							
DACRA Adjudication Systems									
467842									
DT-2024-10-116	10/31/2024	233.76	0.00	12/02/2024				No	0
01-440-4505				Postage					
	DT-2024-10-116 Total:	233.76							
	DACRA Adjudication Syst	233.76							
Engineering Enterprises, Inc.									
467917									
81921	11/22/2024	1,794.50	0.00	12/02/2024				No	0
60-445-4255				Airport Rd & Rt31 Engineering					
	81921 Total:	1,794.50							
81922	11/22/2024	9,342.00	0.00	12/02/2024				No	0
60-445-4255				Orchard Gateway Ph2					
	81922 Total:	9,342.00							
81923	11/22/2024	15,485.00	0.00	12/02/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60-445-4255 Engineering				Water System Master Plan					
	81923 Total:	15,485.00							
81924	11/22/2024	7,209.71	0.00	12/02/2024				No	0
60-445-4255 Engineering				Water Tower Design					
	81924 Total:	7,209.71							
81925	11/22/2024	886.50	0.00	12/02/2024				No	0
60-445-4255 Engineering				HMO System Engineering					
	81925 Total:	886.50							
81926	11/22/2024	16,663.25	0.00	12/02/2024				No	0
60-445-4255 Engineering				LSLR Project Plan					
	81926 Total:	16,663.25							
81927	11/22/2024	3,096.00	0.00	12/02/2024				No	0
60-445-4255 Engineering				Treatment Plant Electrical Engineering					
	81927 Total:	3,096.00							
81928	11/22/2024	93.00	0.00	12/02/2024				No	0
60-445-4255 Engineering				SCADA System IEPA Permitting					
	81928 Total:	93.00							
81929	11/22/2024	482.00	0.00	12/02/2024				No	0
60-445-4255 Engineering				Aurora Packing Connection Fee Analysis					
	81929 Total:	482.00							
	Engineering Enterprises, In	55,051.96							
Euclid Managers									
049670									
11152024	11/14/2024	468.71	0.00	12/02/2024				No	0
01-000-2057 Short-Term Disability				Short-Term Disability- Dec 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11152024 Total:	468.71							
	Euclid Managers Total:	468.71							
Feece Oil 031060 4125066	11/6/2024	1,933.81	0.00	12/02/2024				No	0
71-000-1340 Gas/Diesel Escrow				Diesel Fuel					
	4125066 Total:	1,933.81							
4125082	11/6/2024	3,693.66	0.00	12/02/2024				No	0
71-000-1340 Gas/Diesel Escrow				Mid-Grade Fuel					
	4125082 Total:	3,693.66							
	Feece Oil Total:	5,627.47							
Fifth Third Bank 028450 AH09272024-01	9/6/2024	216.63	0.00	12/02/2024				No	0
60-445-4505 Postage				Shipping/ UPS Store					
	AH09272024-01 Total:	216.63							
AH09272024-02	9/12/2024	152.42	0.00	12/02/2024				No	0
60-445-4562 Testing (water)				Stainless Steel Worktable/ Amazon					
	AH09272024-02 Total:	152.42							
AH09272024-03	9/19/2024	1,999.00	0.00	12/02/2024				No	0
60-445-4870 Equipment				Honda Generator/ Farm And Fleet					
	AH09272024-03 Total:	1,999.00							
AH09272024-04	9/20/2024	29.71	0.00	12/02/2024				No	0
60-445-4870 Equipment				Cover For Generator/ Amazon					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	AH09272024-04 Total:	29.71							
AH09272024-05	9/26/2024	-29.71	0.00	12/02/2024				No	0
60-445-4870 Equipment				Cover For Generator- Return/ Amazon					
	AH09272024-05 Total:	-29.71							
BR09272024-01	9/12/2024	69.99	0.00	12/02/2024				No	0
01-445-4530 Public Grounds/Parks Maint				Monumnet Lights/ Amazon					
	BR09272024-01 Total:	69.99							
BR09272024-02	9/16/2024	198.99	0.00	12/02/2024				No	0
01-490-4759 Community Events				Christmas Arch Frame/ Amazon					
	BR09272024-02 Total:	198.99							
BR09272024-03	9/18/2024	197.00	0.00	12/02/2024				No	0
01-490-4759 Community Events				Christmas Arch Frame/ Amazon					
	BR09272024-03 Total:	197.00							
CW09272024-01	8/27/2024	4.03	0.00	12/02/2024				No	0
01-440-4498 Community Service				Kane County Web Service/ Payment US Corp					
	CW09272024-01 Total:	4.03							
CW09272024-02	8/27/2024	46.00	0.00	12/02/2024				No	0
01-440-4498 Community Service				Health Dept Permit- Picnic/ Kane County					
	CW09272024-02 Total:	46.00							
CW09272024-03	8/27/2024	20.00	0.00	12/02/2024				No	0
01-440-4498 Community Service				Picnic Supplies/ Amazon					
	CW09272024-03 Total:	20.00							
CW09272024-04	8/27/2024	149.81	0.00	12/02/2024				No	0
01-440-4498 Community Service				Cotton Candy Supplies- Picnic/ Amazon					
	CW09272024-04 Total:	149.81							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CW09272024-05	9/6/2024	-20.00	0.00	12/02/2024				No	0
01-440-4498 Community Service				Picnic Supplies Return/ Amazon					
	CW09272024-05 Total:	-20.00							
CW09272024-06	9/11/2024	44.62	0.00	12/02/2024				No	0
01-440-4498 Community Service				Popcorn- Picnic/ Amazon					
	CW09272024-06 Total:	44.62							
CW09272024-07	9/16/2024	802.81	0.00	12/02/2024				No	0
01-440-4498 Community Service				Food- Picnic/ Gordon Foods Service					
	CW09272024-07 Total:	802.81							
CW09272024-08	9/16/2024	105.79	0.00	12/02/2024				No	0
01-440-4498 Community Service				Food- Picnic/ Gordon Foods Service					
	CW09272024-08 Total:	105.79							
DA09272024-01	8/28/2024	67.46	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				iPad Case/ Amazon					
	DA09272024-01 Total:	67.46							
DA09272024-02	8/28/2024	26.99	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				Dual Monitor Stand/ Amazon					
	DA09272024-02 Total:	26.99							
DA09272024-03	9/2/2024	15.89	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				HDMI Splitter/ Amazon					
	DA09272024-03 Total:	15.89							
DA09272024-04	9/4/2024	9.28	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				HDMI Splitter/ Amazon					
	DA09272024-04 Total:	9.28							
DA09272024-05	9/4/2024	129.99	0.00	12/02/2024				No	0
01-430-4870 Equipment				27" Monitor- Stevens/ Amazon					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	DA09272024-05 Total:	129.99							
DA09272024-06	9/13/2024	26.99	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				Dual Monitor Stand/ Amazon					
	DA09272024-06 Total:	26.99							
DA09272024-07	9/13/2024	26.99	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				Dual Monitor Stand/ Amazon					
	DA09272024-07 Total:	26.99							
DA09272024-08	9/18/2024	47.97	0.00	12/02/2024				No	0
01-440-4411 Office Expenses				ID Cards- PD Open House/ Amazon					
	DA09272024-08 Total:	47.97							
DA09272024-09	9/18/2024	53.00	0.00	12/02/2024				No	0
01-440-4411 Office Expenses				Printer Ribbon For ID Cards/ Amazon					
	DA09272024-09 Total:	53.00							
DA09272024-10	9/18/2024	53.00	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				Printer Ribbon - VH/ Amazon					
	DA09272024-10 Total:	53.00							
DA09272024-11	9/19/2024	240.00	0.00	12/02/2024				No	0
01-430-4513 Software Maintenance				Annual Sewer Video Storage Maintenance/ VIMEO					
	DA09272024-11 Total:	240.00							
DA09272024-24	9/24/2024	21.50	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				Laptop Screen Support Arm- Squad MDT/ E-Bay					
	DA09272024-24 Total:	21.50							
DA09272024-25	9/26/2024	155.19	0.00	12/02/2024				No	0
01-430-4420 IT Supplies				HDMI Wireless Transmitter & Receiver- VH/ Amazon					
	DA09272024-25 Total:	155.19							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
JD09272024-01	9/6/2024	17.48	0.00	12/02/2024				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					
	JD09272024-01 Total:	17.48							
JD09272024-02	9/9/2024	115.41	0.00	12/02/2024				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					
	JD09272024-02 Total:	115.41							
JD09272024-03	9/20/2024	59.73	0.00	12/02/2024				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					
	JD09272024-03 Total:	59.73							
JD09272024-04	9/24/2024	61.80	0.00	12/02/2024				No	0
01-440-4380 Training				Training/ IL Crime Free Association					
	JD09272024-04 Total:	61.80							
JD09272024-05	9/25/2024	105.33	0.00	12/02/2024				No	0
01-440-4799 Misc.				NAPD Patch Wall/ Grainger					
	JD09272024-05 Total:	105.33							
JD09272024-06	9/25/2024	364.94	0.00	12/02/2024				No	0
01-440-4799 Misc.				NAPD Patch Wall/ INDWEBBING					
	JD09272024-06 Total:	364.94							
JD09272024-07	9/25/2024	92.56	0.00	12/02/2024				No	0
01-440-4411 Office Expenses				Business Cards/ Aurora Fast Print					
	JD09272024-07 Total:	92.56							
JG09272024-01	9/3/2024	194.60	0.00	12/02/2024				No	0
01-440-4555 Investigations				Investigations App/ TLO TransUnion					
	JG09272024-01 Total:	194.60							
JG09272024-02	9/25/2024	10.79	0.00	12/02/2024				No	0
01-440-4555 Investigations				Investigations App/ TLO TransUnion					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	JG09272024-02 Total:	10.79							
JG09272024-03	9/26/2024	100.00	0.00	12/02/2024				No	0
01-440-4870	Equipment			EMA/ SAR App					
	JG09272024-03 Total:	100.00							
KL09272024-01	9/6/2024	19.97	0.00	12/02/2024				No	0
01-440-4411	Office Expenses			Office Supplies/ Amazon					
	KL09272024-01 Total:	19.97							
KL09272024-02	9/13/2024	17.81	0.00	12/02/2024				No	0
01-440-4799	Misc.			Food- Meeting @ PD/ Harner's					
	KL09272024-02 Total:	17.81							
KL09272024-03	9/16/2024	13.40	0.00	12/02/2024				No	0
01-440-4411	Office Expenses			Food- Meeting @ PD/ Harner's					
	KL09272024-03 Total:	13.40							
KL09272024-04	9/20/2024	26.37	0.00	12/02/2024				No	0
01-440-4411	Office Expenses			Office Supplies/ Amazon					
	KL09272024-04 Total:	26.37							
MF09272024-01	8/29/2024	250.00	0.00	12/02/2024				No	0
01-435-4506	Publishing/Advertising			Job Posting					
	MF09272024-01 Total:	250.00							
MF09272024-02	9/19/2024	93.90	0.00	12/02/2024				No	0
01-435-4799	Misc.			Food- Wellness Event					
	MF09272024-02 Total:	93.90							
MF09272024-03	9/24/2024	230.00	0.00	12/02/2024				No	0
01-435-4799	Misc.			Gift Cards- Wellness Event/ Target					
	MF09272024-03 Total:	230.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MQ09272024-01	8/29/2024	21.17	0.00	12/02/2024				No	0
01-440-4870 Equipment				Equipment/ Amazon					
	MQ09272024-01 Total:	21.17							
MQ09272024-02	9/6/2024	600.00	0.00	12/02/2024				No	0
01-440-4380 Training				Training/ Dynamic Police Training					
	MQ09272024-02 Total:	600.00							
MQ09272024-03	9/6/2024	30.36	0.00	12/02/2024				No	0
01-440-4931 Vehicle Equip Fund Charges				Fleet/ Keyless Entry Remote					
	MQ09272024-03 Total:	30.36							
MQ09272024-04	9/11/2024	50.00	0.00	12/02/2024				No	0
01-440-4380 Training				Training/ IAPEM					
	MQ09272024-04 Total:	50.00							
MQ09272024-05	9/13/2024	75.00	0.00	12/02/2024				No	0
01-440-4380 Training				Training/ IAPEM					
	MQ09272024-05 Total:	75.00							
MQ09272024-06	9/13/2024	100.00	0.00	12/02/2024				No	0
01-440-4380 Training				Training/ IAPEM					
	MQ09272024-06 Total:	100.00							
MQ09272024-07	9/13/2024	275.04	0.00	12/02/2024				No	0
01-440-4380 Training				Community Service/ Amazon					
	MQ09272024-07 Total:	275.04							
MQ09272024-08	9/16/2024	8.32	0.00	12/02/2024				No	0
01-440-4411 Office Expenses				Office Supplies/ Amazon					
	MQ09272024-08 Total:	8.32							
MQ09272024-09	9/16/2024	31.41	0.00	12/02/2024				No	0
01-440-4870 Equipment				Equipment/ Menards					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	MQ09272024-09 Total:	31.41							
MQ09272024-10	9/16/2024	100.00	0.00	12/02/2024				No	0
01-440-4380 Training				Training/ IAPEM					
	MQ09272024-10 Total:	100.00							
MQ09272024-11	9/16/2024	218.08	0.00	12/02/2024				No	0
01-440-4557 Evidence Processing				Evidence Processing/ Uline					
	MQ09272024-11 Total:	218.08							
MQ09272024-12	9/23/2024	304.96	0.00	12/02/2024				No	0
01-440-4498 Community Service				Community Service/ Walmart					
	MQ09272024-12 Total:	304.96							
MQ09272024-13	9/26/2024	17.78	0.00	12/02/2024				No	0
01-440-4870 Equipment				Equipment/ Amazon					
	MQ09272024-13 Total:	17.78							
MQ09272024-14	9/26/2024	44.25	0.00	12/02/2024				No	0
01-440-4557 Evidence Processing				Evidence Processing/ Amazon					
	MQ09272024-14 Total:	44.25							
MQ09272024-15	9/27/2024	56.52	0.00	12/02/2024				No	0
01-440-4557 Evidence Processing				Evidence Processing/ Amazon					
	MQ09272024-15 Total:	56.52							
NS09272024-01	8/27/2024	35.00	0.00	12/02/2024				No	0
01-430-4380 Training & Testing				Professional Development Training/ ILCMA					
	NS09272024-01 Total:	35.00							
NS09272024-02	8/27/2024	35.00	0.00	12/02/2024				No	0
01-430-4380 Training & Testing				Professional Development Training/ ILCMA					
	NS09272024-02 Total:	35.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
NS09272024-03	9/9/2024	16.07	0.00	12/02/2024				No	0
01-410-4799 Misc. Expenditures				Metro West Gift Basket Item/ Pedal & Spoke					
	NS09272024-03 Total:	16.07							
NS09272024-04	9/9/2024	17.23	0.00	12/02/2024				No	0
01-410-4799 Misc. Expenditures				Metro West Gift Basket Item/ Rustic Fox					
	NS09272024-04 Total:	17.23							
NS09272024-05	9/9/2024	241.88	0.00	12/02/2024				No	0
01-490-4759 Community Events				Veterans Day Wreaths/ Floreria Aurora					
	NS09272024-05 Total:	241.88							
NS09272024-06	9/9/2024	7.53	0.00	12/02/2024				No	0
01-410-4799 Misc. Expenditures				Metro West Gift Basket Item/ Brother Chimp					
	NS09272024-06 Total:	7.53							
NS09272024-07	9/9/2024	16.13	0.00	12/02/2024				No	0
01-410-4799 Misc. Expenditures				Metro West Gift Basket Item/ Kreme Coffee House					
	NS09272024-07 Total:	16.13							
NS09272024-08	9/10/2024	23.96	0.00	12/02/2024				No	0
01-430-4411 Office Expenses				Subscription/ Chicago Tribune					
	NS09272024-08 Total:	23.96							
NS09272024-09	9/9/2024	30.00	0.00	12/02/2024				No	0
01-410-4799 Misc. Expenditures				Metro West Gift Basket Item/ Ajita Nails & Spa					
	NS09272024-09 Total:	30.00							
NS09272024-10	9/9/2024	50.00	0.00	12/02/2024				No	0
01-410-4799 Misc. Expenditures				Metro West Gift Basket Item/ Fortunato Fish LLC					
	NS09272024-10 Total:	50.00							
NS09272024-11	9/13/2024	-5.00	0.00	12/02/2024				No	0
01-430-4380 Training & Testing				Professional Development Training/ ILCMA					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	NS09272024-11 Total:	-5.00							
NS09272024-12	9/19/2024	85.94	0.00	12/02/2024				No	0
01-490-4759	Community Events			Decorations- Trunk Or Treat/ Amazon					
	NS09272024-12 Total:	85.94							
NS09272024-13	9/18/2024	199.36	0.00	12/02/2024				No	0
01-490-4759	Community Events			Decorations- Trunk Or Treat/ Amazon					
	NS09272024-13 Total:	199.36							
NS09272024-14	9/25/2024	12.25	0.00	12/02/2024				No	0
01-490-4759	Community Events			Decorations- Trunk Or Treat/ Amazon					
	NS09272024-14 Total:	12.25							
	Fifth Third Bank Total:	9,333.67							
Frank Marshall Electric									
028510									
92229	11/8/2024	1,598.66	0.00	12/02/2024				No	0
17-007-4533	Maintenance			Monument Lighting Replacement- Oak Hill SSA					
	92229 Total:	1,598.66							
92232	11/11/2024	2,960.00	0.00	12/02/2024				No	0
01-445-4530	Public Grounds/Parks Maint			Camera Conduit System- Riverfront Park					
	92232 Total:	2,960.00							
92233	11/11/2024	1,289.81	0.00	12/02/2024				No	0
01-445-4530	Public Grounds/Parks Maint			Light Poll Repair- Riverfront Park					
	92233 Total:	1,289.81							
	Frank Marshall Electric To	5,848.47							

Gerald Ford

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
467768									
5049136	11/13/2024	296.60	0.00	12/02/2024				No	0
01-440-4511				Vehicle Repair and Maint	Squad Repair				
		<u>296.60</u>							
	5049136 Total:	296.60							
		<u>296.60</u>							
	Gerald Ford Total:	296.60							
		<u>296.60</u>							
Griffon Systems, Inc.									
052520									
14135	11/15/2024	5,266.00	0.00	12/02/2024				No	0
71-430-4870				Equipment	Camera- Riverfront Park				
		<u>5,266.00</u>							
	14135 Total:	5,266.00							
		<u>5,266.00</u>							
	Griffon Systems, Inc. Tota	5,266.00							
		<u>5,266.00</u>							
Heartland Business Systems, LLC									
468486									
718341-H	8/13/2024	975.00	0.00	12/02/2024				No	0
01-430-4280				Professional/Consulting Fees	SharePoint				
		<u>975.00</u>							
	718341-H Total:	975.00							
		<u>975.00</u>							
725570-H	9/4/2024	926.25	0.00	12/02/2024				No	0
01-430-4870				Equipment	SharePoint				
		<u>926.25</u>							
	725570-H Total:	926.25							
		<u>926.25</u>							
726862-H	9/11/2024	828.75	0.00	12/02/2024				No	0
01-430-4870				Equipment	SharePoint				
		<u>828.75</u>							
	726862-H Total:	828.75							
		<u>828.75</u>							
734758-H	11/22/2024	1,413.75	0.00	12/02/2024				No	0
01-430-4280				Professional/Consulting Fees	SharePoint				
		<u>1,413.75</u>							
	734758-H Total:	1,413.75							
		<u>1,413.75</u>							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
737078-H	10/16/2024	146.25	0.00	12/02/2024				No	0
01-430-4870 Equipment				SharePoint					
	737078-H Total:	146.25							
739280-H	10/23/2024	1,775.09	0.00	12/02/2024				No	0
01-430-4870 Equipment				SharePoint					
	739280-H Total:	1,775.09							
740779-H	10/22/2024	438.75	0.00	12/02/2024				No	0
01-430-4870 Equipment				SharePoint					
	740779-H Total:	438.75							
	Heartland Business System	6,503.84							
Illinois State Police Bureau of 041810 20241006111	10/1/2024	28.25	0.00	12/02/2024				No	0
01-435-4799 Misc.				New Employee- VH					
	20241006111 Total:	28.25							
	Illinois State Police Bureau	28.25							
John Thunstedt 468901 11182024	11/18/2024	25.32	0.00	12/02/2024				No	0
60-320-3340 Water Collections				Water Credit Refund					
	11182024 Total:	25.32							
11182024-02	11/18/2024	0.74	0.00	12/02/2024				No	0
18-320-3350 Sewer Collection				Sewer Maintenance Credit Refund					
	11182024-02 Total:	0.74							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	John Thunstedt Total:	26.06							
Kane County Animal Control 031620									
11072024	11/7/2024	424.00	0.00	12/02/2024				No	0
01-440-4523 Animal Control				Animal Control- October 2024					
	11072024 Total:	424.00							
	Kane County Animal Cont	424.00							
Kimball Midwest 467916									
102782457	11/8/2024	130.50	0.00	12/02/2024				No	0
01-445-4510 Equipment/IT Maint				Washers, Nuts					
	102782457 Total:	130.50							
	Kimball Midwest Total:	130.50							
Konica Minolta 024860									
296703836	10/31/2024	71.15	0.00	12/02/2024				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD					
	296703836 Total:	71.15							
296704307	10/31/2024	231.05	0.00	12/02/2024				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD					
	296704307 Total:	231.05							
296704407	10/31/2024	71.15	0.00	12/02/2024				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD					
	296704407 Total:	71.15							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
296704408	10/31/2024	76.25	0.00	12/02/2024				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD					
	296704408 Total:	76.25							
296706174	10/31/2024	67.04	0.00	12/02/2024				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD					
	296706174 Total:	67.04							
296706682	10/31/2024	28.33	0.00	12/02/2024				No	0
01-440-4510 Equipment/IT Maint				Copier Maintenance- PD					
	296706682 Total:	28.33							
9010183355	11/1/2024	49.50	0.00	12/02/2024				No	0
01-445-4411 Office Expenses				Copier Maintenance- PW Garage					
	9010183355 Total:	49.50							
	Konica Minolta Total:	594.47							
Linde Gas & Equipment Inc 025120									
49076858	10/31/2024	251.95	0.00	12/02/2024				No	0
01-445-4510 Equipment/IT Maint				Torch Gas					
	49076858 Total:	251.95							
	Linde Gas & Equipment In	251.95							
Maureen Scollon 468902									
11182024	11/18/2024	14.93	0.00	12/02/2024				No	0
60-320-3340 Water Collections				Water Credit Refund					
	11182024 Total:	14.93							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Maureen Scollon Total:	14.93							
Menards 016070									
38638	11/4/2024	154.47	0.00	12/02/2024				No	0
01-445-4511	Vehicle Repair and Maint			Repair Parts- Truck #174					
	38638 Total:	154.47							
38732	11/6/2024	55.76	0.00	12/02/2024				No	0
01-490-4759	Community Events			Christmas Decorations Hardware					
	38732 Total:	55.76							
38818	11/7/2024	65.99	0.00	12/02/2024				No	0
01-445-4870	Equipment			Tarps					
	38818 Total:	65.99							
38967	11/20/2024	529.50	0.00	12/02/2024				No	0
01-490-4759	Community Events			Christmas Decorations, Extension Cords, Tritaps, Dome					
	38967 Total:	529.50							
39009	11/11/2024	122.79	0.00	12/02/2024				No	0
01-490-4759	Community Events			Christmas Lights					
	39009 Total:	122.79							
	Menards Total:	928.51							
Metro West COG 032210									
5636	11/8/2024	75.00	0.00	12/02/2024				No	0
01-410-4390	Dues & Meetings			Metro West Business Dinner- Watkins					
	5636 Total:	75.00							
5636-02	11/8/2024	75.00	0.00	12/02/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01-430-4390 Dues & Meetings				Metro West Business Dinner- Bosco					
5636-02 Total:		75.00							
Metro West COG Total:		150.00							
Mike Seyller 468896 11122024	11/12/2024	311.38	0.00	12/02/2024				No	0
01-440-4558 Emergency Management				EMA/ PD Scene Lighting					
11122024 Total:		311.38							
Mike Seyller Total:		311.38							
Mooney & Thomas, Pc 001040 9218570	10/31/2024	1,400.00	0.00	12/02/2024				No	0
01-435-4267 Finance Services				Payroll Processing- Oct 2024					
9218570 Total:		1,400.00							
9218572	10/31/2024	75.00	0.00	12/02/2024				No	0
80-430-4581 Banking Services/Fees				Police Pension- Nov 2024					
9218572 Total:		75.00							
Mooney & Thomas, Pc To		1,475.00							
Motorola Solutions- STARCOM21 002980 8890420241001	11/1/2024	734.00	0.00	12/02/2024				No	0
01-440-4652 Phones and Connectivity				StarCom					
8890420241001 Total:		734.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		734.00							
Motorola Solutions- STAR									
North Aurora NAPA, Inc. 038730									
477733	11/4/2024	41.54	0.00	12/02/2024				No	0
01-445-4511 Vehicle Repair and Maint				Etching Prim, Grease Wax Remove					
	477733 Total:	41.54							
477765	11/5/2024	47.73	0.00	12/02/2024				No	0
01-445-4870 Equipment				Welding Helmet					
	477765 Total:	47.73							
477864	11/6/2024	87.12	0.00	12/02/2024				No	0
01-445-4511 Vehicle Repair and Maint				Mirror					
	477864 Total:	87.12							
North Aurora NAPA, Inc. T		176.39							
Office Depot 039370									
390979572001	11/4/2024	59.46	0.00	12/02/2024				No	0
60-445-4411 Office Expenses				Office Supplies					
	390979572001 Total:	59.46							
394952204001	11/6/2024	9.16	0.00	12/02/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	394952204001 Total:	9.16							
394952204001-02	11/6/2024	9.16	0.00	12/02/2024				No	0
01-445-4411 Office Expenses				Office Supplies					
	394952204001-02 Total:	9.16							
394952204001-03	11/6/2024	9.17	0.00	12/02/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60-445-4411 Office Expenses				Office Supplies					
	394952204001-03 Total:	9.17							
394952204001-04	11/6/2024	9.14	0.00	12/02/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
	394952204001-04 Total:	9.14							
395472567001	11/7/2024	8.17	0.00	12/02/2024				No	0
01-430-4411 Office Expenses				Office Supplies					
	395472567001 Total:	8.17							
395472567001-02	11/7/2024	8.17	0.00	12/02/2024				No	0
01-445-4411 Office Expenses				Office Supplies					
	395472567001-02 Total:	8.17							
395472567001-03	11/7/2024	8.18	0.00	12/02/2024				No	0
60-445-4411 Office Expenses				Office Supplies					
	395472567001-03 Total:	8.18							
395472567001-04	11/7/2024	8.18	0.00	12/02/2024				No	0
01-441-4411 Office Expenses				Office Supplies					
	395472567001-04 Total:	8.18							
395472567001-05	11/7/2024	275.59	0.00	12/02/2024				No	0
01-430-4870 Equipment				Office Chair- Blaser					
	395472567001-05 Total:	275.59							
	Office Depot Total:	404.38							
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.									
031590									
10449	10/31/2024	906.50	0.00	12/02/2024				No	0
01-430-4260 Legal				October 24 Legal					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10449 Total:	906.50							
	Ottosen DiNolfo Hasenbal	906.50							
Petty Cash, Mandy Flatt									
000900									
09012024	9/1/2024	12.85	0.00	12/02/2024				No	0
60-445-4799 Misc. Expenditures				Meal Allowance- Schwickerath					
	09012024 Total:	12.85							
09092024	9/9/2024	14.16	0.00	12/02/2024				No	0
60-445-4799 Misc. Expenditures				Meal Allowance- Kick					
	09092024 Total:	14.16							
09092024-02	9/9/2024	0.85	0.00	12/02/2024				No	0
01-410-4799 Misc. Expenditures				Metro West Raffle					
	09092024-02 Total:	0.85							
09302024	9/30/2024	15.00	0.00	12/02/2024				No	0
60-445-4799 Misc. Expenditures				Meal Allowance- Kick					
	09302024 Total:	15.00							
09302024-02	9/30/2024	15.00	0.00	12/02/2024				No	0
60-445-4799 Misc. Expenditures				Meal Allowance- WMB On Sharon Schwickerath					
	09302024-02 Total:	15.00							
10012024	10/1/2024	120.00	0.00	12/02/2024				No	0
01-435-4799 Misc.				Wellness Raffle Prize					
	10012024 Total:	120.00							
10102024	10/10/2024	2.00	0.00	12/02/2024				No	0
01-441-4506 Publishing				NA Subdivision Plot PW					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10102024 Total:	2.00							
10252024	10/25/2024	14.42	0.00	12/02/2024				No	0
60-445-4799	Misc. Expenditures			Meal- 405 State St Repair					
	10252024 Total:	14.42							
10302024	10/30/2024	15.00	0.00	12/02/2024				No	0
60-445-4799	Misc. Expenditures			Meal- TP MetroNet Failure					
	10302024 Total:	15.00							
	Petty Cash, Mandy Flatt T	209.28							
PPM, Inc.									
047970									
2964	11/18/2024	77,309.40	0.00	12/02/2024				No	0
10-445-4540	Streets & Alleys Rpr & Mtce			2024 Crack Fillingk					
	2964 Total:	77,309.40							
	PPM, Inc. Total:	77,309.40							
Reinvest Homes LLC									
468903									
11182024	11/18/2024	16.15	0.00	12/02/2024				No	0
60-320-3340	Water Collections			Water Credit Refund					
	11182024 Total:	16.15							
	Reinvest Homes LLC Tota	16.15							
Sandra Wright									
468897									
11182024	11/18/2024	15.89	0.00	12/02/2024				No	0
60-320-3340	Water Collections			Water Credit Refund					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11182024 Total:	15.89							
11182024-02	11/18/2024	0.41	0.00	12/02/2024				No	0
18-320-3350	Sewer Collection			Sewer Maintenance Credit Refund					
	11182024-02 Total:	0.41							
	Sandra Wright Total:	16.30							
Santacruz Land Acquisitions									
468815									
4180	11/18/2024	3,515.00	0.00	12/02/2024				No	0
19-438-4255	Engineering			ROW Aquisition Service IL31					
	4180 Total:	3,515.00							
	Santacruz Land Acquisition	3,515.00							
Teska Associates, Inc.									
024820									
14761	11/15/2024	794.80	0.00	12/02/2024				No	0
21-456-4255	Engineering			Veterans Memorial Design					
	14761 Total:	794.80							
	Teska Associates, Inc. Tota	794.80							
Tyra Houlne									
468898									
11182024	11/18/2024	53.42	0.00	12/02/2024				No	0
60-320-3340	Water Collections			Water Credit Refund					
	11182024 Total:	53.42							
11182024-02	11/18/2024	0.79	0.00	12/02/2024				No	0
18-320-3350	Sewer Collection			Sewer Maintenance Credit Refund					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11182024-02 Total:	0.79							
	Tyra Houlné Total:	54.21							
WBK Engineering, LLC 467655									
26232	11/6/2024	94.00	0.00	12/02/2024				No	0
21-452-4255 Engineering				Site Design- PW Building					
	26232 Total:	94.00							
26233	11/6/2024	6,705.20	0.00	12/02/2024				No	0
21-452-4255 Engineering				Construction Engineering- PW Building					
	26233 Total:	6,705.20							
	WBK Engineering, LLC To	6,799.20							
	Report Total:	453,124.78							

2-Dec-24

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Jessi Watkins	Metro West Business Dinner	Expense	10/24/2024	\$ 75.00

TOTAL **\$ 75.00**

Metro West Council of Government
 40W270 Lafox Rd Ste A
 Campton Hills, IL 60175 USA
 SRussell@metrowestcog.org

Invoice



BILL TO

Village of North Aurora
 Attn: Accounts Payable
 25 East State Street
 Illinois
 North Aurora, IL 60542

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5636	11/08/2024	\$150.00	12/08/2024	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Business Partner Recognition Dinner	Annual Appreciation Dinner Steve Bosco Jessi Watkins	2	75.00	150.00

Thank you from Metro West!!!

BALANCE DUE

\$150.00

VONA APPROVED

DATE 11-27-24 AMOUNT 75.00
 DESCRIPTION met west business dinner
 ACCOUNT # 01-4130-4390
 SIGNATURE [Signature]

VONA APPROVED

DATE 11-27-24 AMOUNT 75.00
 DESCRIPTION met west business dinner
 ACCOUNT # 01-4130-4390
 SIGNATURE [Signature]



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Joseph DeLeo, Chief of Police
Date: December 2, 2024
Re: Illinois Emergency Management Mutual Aid System Agreement

DISCUSSION

Staff requests the approval and adoption of an updated mutual aid agreement with the Illinois Emergency Management Mutual Aid System (IEMMAS). The expiring mutual aid agreement with Kane County Emergency Management has become outdated and County staff recommends the adoption of the updated, attached, IEMMAS agreement, which covers emergency management mutual aid statewide. The agreement is similar to other mutual aid agreements of which North Aurora is a member, such as the Illinois Law Enforcement Alarm System (ILEAS) and Illinois Public Works Mutual Aid Network (IPWMAN) agreements which provide mutual aid assistance for police and public works services to communities in distress.

The agreement will authorize and direct the North Aurora Emergency Management Coordinator, to take any reasonably necessary and proper action to render and request mutual aid to and from the other parties to the agreement and participate in training activities. All mutual aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the Village of North Aurora. If activated, the assistance provided is at no cost to the requesting community, and likewise, each aiding unit is responsible for the compensation, insurance and liability of its emergency responders providing the mutual aid. However, if any expenses are recovered from a third party (grant, reimbursement or insurance), they must be proportionally distributed to the participating units.

This agreement ensures that North Aurora would be covered by mutual aid resources and support provided by IEMMA in times of emergency.

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

RESOLUTION ADOPTING IEMMAS AGREEMENT

A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the North Aurora Village Board has long since, pursuant to Ordinance, established an Emergency Management Agency of the Village of North Aurora pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the North Aurora Emergency Management Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the Village of North Aurora, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the Village of North Aurora allowing for the participation in various mutual aid agreements; and

WHEREAS it is in the best interests of the Village of North Aurora to provide as much as possible for assistance to the residents of the Village of North Aurora and other Members of said Mutual Aid Service Agreement.

WHEREAS, the Village desires to memorialize this action in a formal Resolution;

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. That the Village of North Aurora, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as "Exhibit A".
3. 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

VILLAGE OF NORTH AURORA

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.

Village President

ATTEST:

Village Clerk

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.

B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A





Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Community and Board Relations Coordinator
Date: November 26, 2024
Re: 2025 Annual Village Board, C.O.W., Plan Commission, and Trustee Committee Meeting Schedules

Attached for approval are the Annual Meeting Schedules for the North Aurora Village Board and Committee of the Whole (C.O.W.) meetings, the Plan Commission meetings, and Trustee Committee meetings for the 2025 calendar year. The Village Board discussed the meeting schedules at the November 18, 2024 Committee of the Whole Meeting and had no changes.

As noted on the Village Board meeting schedule, there is one instance when a Village Board meeting falls on a Village observed holiday being Labor Day (September 1) where the Village Hall is closed. In this instance there will be no Village Board/C.O.W. meeting scheduled, resulting in just one meeting for September, unless the Board would like to schedule this meeting on another date.

There are no instances where Plan Commission falls on a Village observed holiday.

Also attached for approval are the 2025 Annual North Aurora Days Committee Meeting Schedule and the 2025 Beautification Committee schedule. No committee meetings fall on a Village observed holiday.

The 2025 meeting schedules for all meetings must be approved by January 1, 2025 and posted at the Village Hall and on the Village's website.



VILLAGE OF NORTH AURORA

**Holiday - Village Hall
Closed No Meetings**

2025 ANNUAL MEETING SCHEDULE

Village Board / C.O.W. / Plan Commission Meetings

Village Board & Committee of the Whole Meetings 1 st & 3 rd Mondays of each month - 7:00 pm			Plan Commission Meetings 1 st Tuesday of each month - 7:00 p.m.	
	1st Monday	3rd Monday	(unless otherwise noted)	
January	6	20	January	7
February	3	17	February	4
March	3	17	March	4
April	7	21	April	1
May	5	19	May	6
June	2	16	June	3
July	7	21	July	1
August	4	18	August	5
September	1 (None - Labor Day)	15	September	2
October	6	20	October	7
November	3	17	November	4
December	1	15	December	2

All Village Board, Committee of the Whole (C.O.W.) and Plan Commission Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise. C.O.W. Meetings immediately follow the Village Board Meeting.



VILLAGE OF NORTH AURORA

*Holidays
Village Hall Closed
No Meetings

2025 COMMITTEE MEETING SCHEDULE

Committee	Meeting Days	Meeting Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
NORTH AURORA DAYS Mark Gaffino - Chairman	2nd Monday of each month	6:00 p.m.	13	10	10	14	12	9	14	11	8	13	10	8
BEAUTIFICATION Mark Gaffino - Chairman	3rd Monday Quarterly	5:00 p.m.	20			21			21			20		

All Committee Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise.

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, BUSINESS SERVICES MANAGER
SUBJECT: AURORA AREA CONVENTION AND VISITORS BUREAU AGREEMENT
AGENDA: DECEMBER 2, 2024 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution adopting the Tourism Investment Agreement with the Aurora Area Convention and Visitors Bureau

DISCUSSION

The Aurora Area Convention and Visitor Bureau (AACVB) serves as a non-profit organization that is dedicated to promoting and marketing the Aurora area as a visitor destination. North Aurora has been a member of the AACVB since its inception in 1987. The AACVB is made up of 12 local municipalities (Aurora, Batavia, Big Rock, Elburn, Geneva, Hinckley, Montgomery, North Aurora, Oswego, Plano, Sugar Grove, and Yorkville).

Per state statute, hotel/motel tax must be used to promote tourism and conventions or attract nonresident overnight visitors to a municipality. The Village currently contributes 90% of the 3% hotel/motel tax collected from hotel stays to the AACVB to promote tourism and conventions and attract nonresident overnight visitors. The Village provided \$94,044 to the AACVB the previous fiscal year.

The Village's five-year intergovernmental agreement with the AACVB expired on December 15, 2022. Moving forward, the AACVB is moving away from agreements that include term lifecycles with the participating communities and moving towards agreements that are ongoing. The attached draft reflects an ongoing agreement, but also includes a 45-day notice of intent to terminate the agreement.

Per the Agreement, the Village is entitled to maintain two seats on the Board of Directors. The first seat will be designated for municipal representation and appointed by the Mayor and the second seat being designated for a hotel representative of the Village's choice.

Staff solicited feedback from the Village Board on this item at the November 18, 2024 Committee of the Whole meeting.

RESOLUTION NO. _____

RESOLUTION ADOPTING THE TOURISM INVESTMENT AGREEMENT WITH THE AURORA AREA CONVENTION AND VISITORS BUREAU

WHEREAS, the Aurora Area Convention and Visitors Bureau (the "Visitors Bureau") is an Illinois not-for-profit corporation whose purpose is promoting travel, youth and amateur sports, group tour, meetings and tourism activities and other such related activities; and,

WHEREAS, the Village of North Aurora ("Village") is a non-home rule Illinois municipal corporation; and,

WHEREAS, the Visitors Bureau and the Village each desire to enter into a Tourism Investment Agreement ("Agreement") to set forth the basis by which the Visitors Bureau will promote tourism on behalf of the Village, and how the Village will in part fund such efforts and by this Agreement.

NOW, THEREFORE, BE IT RESOLVED that President and Board of Trustees of the Village of North Aurora, Kane County, Illinois hereby accepts the Tourism Investment Agreement.

1. The Tourism Investment Agreement between the Village of North Aurora and Aurora Area Convention and Visitors Bureau in the form attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved.

2. That this Resolution shall take immediate effect after its passage and 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.

Village President

ATTEST:

Village Clerk

Exhibit "A"
Tourism Investment Agreement

TOURISM INVESTMENT AGREEMENT

WHEREAS, the Aurora Area Convention and Visitors Bureau is an Illinois not-for-profit corporation (the "Visitors Bureau"), certified by the Illinois Department of Commerce; and,

WHEREAS, the Village of North Aurora is a non-home rule Illinois municipal corporation ("Village"); and,

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 authorizes municipalities to cooperate in the performance of their respective duties and responsibilities by contract and other agreements with other municipalities, individuals, or corporations; and,

WHEREAS, the Visitors Bureau participates in a Cooperation Agreement with multiple local municipal governments (collectively referred to herein as the "Municipalities") for the purpose of promoting travel to, youth and amateur sports, group tour, meetings and tourism activities and other such related activities for the benefit of the Municipalities.

WHEREAS, the Visitors Bureau and the City each desire to enter into this Agreement to set forth the basis by which the Visitors Bureau will promote tourism on behalf of the Village and the Visitors Bureau service area, and how the Village will in part fund such efforts and by this Agreement, the Village agrees to be a party to the Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BE IT AGREED BY THE VILLAGE AND THE VISTORS BUREAU AS FOLLOWS:

SECTION 1 HOTEL/MOTEL TAX

The Village has previously adopted a hotel-motel tax under the Hotel Operators' Occupation Tax Act (the "Act") (35 ILCS 145/1) in the amount of three percent of the gross rental receipts (the "Hotel-Motel Tax"). The Village shall not reduce the amount of the Hotel-Motel Tax but is free to increase the rate of tax as permitted by the Act. Ninety percent of the first three percent of the Hotel-Motel Tax collected by the Village shall be paid to the Visitors Bureau on a monthly basis. The remaining Hotel-Motel Tax collected pursuant to the Hotel-Motel Tax may be spent by the Village in its absolute discretion as authorized by law.

SECTION 2 ADVERTISING

Upon the Village meeting all participation requirements of this Agreement, the Visitors Bureau will expend 40% of the funds received from the Village from the Hotel-Motel Tax to promote a Municipal Marketing Partnership. A Municipal Marketing Partnership is a unique program in which the Visitor's Bureau creates and administers a dedicated tourism marketing plan specific to the participating municipality. The Visitor's Bureau works with the Village assigned staff to develop a specialized tourism-marketing plan to meet the unique needs of the Village. The Plan will expend 40% of City funds budgeted to the Visitor's Bureau on an annual basis to administer the Municipal Marketing plan. The Visitor's Bureau will deliver a marketing report at the conclusion of the annual plan.

SECTION 3 RECORDS

The Visitors Bureau and the Village shall each make their books and records open to the other Party to the extent necessary to demonstrate compliance with this Agreement and the requirements of the Illinois Freedom of Information Act.

SECTION 4 BOARD OF DIRECTORS

The Village will be entitled to hold and maintain two (2) seats on the Board of Directors and will be provided full voting rights as ascribed to other Board Members as detailed in the Visitor's Bureau's Bylaws. The first seat will be designated for municipal representation and filled by the City's designee and the second seat will be designated for a hotel representative of the City's choice.

SECTION 5 COMPLETE AGREEMENT

This Agreement represents the complete agreement of the Parties, any prior negotiations, correspondence, understandings, or the like are with no force or effect.

SECTION 6 AMENDMENTS AND TERMINATION

This Agreement may only be amended in writing and executed by the Parties. Notice of the intent to terminate this Agreement shall be provided no less than 45 days. In the event of the rescission or termination of the Act, the Village may terminate this Agreement upon 30-days written notice.

SECTION 7 NOTICES

Any notice required by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal or electronic service, to the persons and addresses indicated below or to such other addresses as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

If to the Visitors Bureau:

Aurora Area Convention and Visitors Bureau
43 W. Galena Boulevard
Aurora, Illinois 60506
Attention: Executive Director
Email: cort@enjoyaurora.com

If to the Village:

Village of North Aurora
25 E. State St
North Aurora, Illinois 60542
Attention: Village Administrator
Email: sbosco@northauror.org

SECTION 8 ILLINOIS LAW

This Agreement shall be deemed to be an agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

SECTION 9 COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

SECTION 10 EFFECTIVE DATE

This Agreement shall become effective upon its execution and delivery by both the Village and Visitors Bureau.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the date listed below.

Aurora Area Convention and Visitors Bureau

Village of North Aurora

By: _____
Chairperson, Board of Directors

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

Memorandum



To: Steve Bosco, Village Administrator
From: Natalie Stevens, Community and Board Relations Coordinator
Date: November 27, 2024
Re: July 3rd Fireworks Contract for 2025 and 2026

Pyrotecnico Fireworks has provided a contract for the July 3rd Fireworks displays for 2025 and 2026 in North Aurora Riverfront Park. The cost for the show has increased slightly from \$30,750 to \$31,650.00, but the price will be locked in for two years. The Village previously entered into an Intergovernmental Agreement with the Fox Valley Park District that is also valid for the 2025 and 2026 shows as the fireworks are launched off park district property on the Fox River Trail.

Pyrotecnico Fireworks will create a soundtrack for the show and will work with the Village to ensure the music for the show is appropriate. The Village will provide the sound equipment for the music.

Attached is the July 3rd Firework contract from Pyrotecnico Fireworks for both the 2025 and 2026 dates, to be paid in accordance with the schedule in Attachment A (a 50% deposit paid by April of each year and the remainder paid day of the event). In the event of rain, the alternate event is scheduled for Friday, July 5th or a mutually agreed upon date within three months of the original event date.

Pyrotecnico Fireworks will submit the required certificate of insurance upon Village Board approval and the signing of the contract. Pyrotecnico Fireworks will also be required to work with the North Aurora Fire Protection District regarding the show's setup prior and during the event.

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) entered into this on **November 21, 2024** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **Village of North Aurora, IL** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **REFER TO ATTACHMENT “A”** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **March 1, 2025** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum(s) of **REFER TO ATTACHMENT “A”**(the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **REFER TO ATTACHMENT “A”** to be due **REFER TO ATTACHMENT “A”** and the final balance shall be due **REFER TO ATTACHMENT “A”**. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT “A”** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **REFER TO ATTACHMENT “A”** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **REFER TO ATTACHMENT “A”**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for the fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **280 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys’ fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

CUSTOMER:

By (sign): _____
Name: Lynn Ann Hamed
Title: Corporate Secretary
Date: _____
Address: 299 Wilson Road
New Castle PA 16101
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

By (sign) : _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: : _____

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
July 3, 2025 Rain Date July, 5 2025	\$31,650.00	\$15,825.00	April 3, 2025	Net 30	\$4,747.50	\$12,660.00	\$15,825.00
July 3, 2026 Rain Date July 5, 2026	\$31,650.00	\$15,825.00	April 3, 2026	Net 30	\$4,747.50	\$12,660.00	\$15,825.00



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): Village of North Aurora

Primary Point of Contact Name: Natalie Stevens

Phone: 630-906-7660 Email: nstevens@northaurora.org

Billing Address: 25 East State Street

City, State & Zip: North Aurora, IL 60542

Accounts Payable Contact: Angie Blaser

Accounts Payable Email: Ablaser@northaurora.org

Display Date(s): **7/3/2025 and 7/3/2026** Display Start Time(s): 9:30pm

Rain Date(s): 7/5/2025 and 7/5/2026

Day-of-Display Contact Name: Natalie Stevens

Day-of-Display Mobile Phone Number: _331-262-2296

Day-of-Display Email: nstevens@northaurora.org

Display Site Location(s) and
Address(es): Fox River Trail East

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:

Fox Valley Park District

Show Name: Village of North Aurora
Location: 25 E. State St. North Aurora, IL

Fall-Out Radius: 280'
Distance To Audience: 300'



Launch Location:

Setup area Dimensions: 10'x100'
Racks would be set up on the blacktop path.

**INTERGOVERNMENTAL LICENSE AGREEMENT
FOR JULY FIREWORKS ON FOX VALLEY PARK DISTRICT PARK DISTRICT
PROPERTY**

This Agreement is made effective as of 1/8, 2024, by and between **The Fox Valley Park District** (hereinafter “Park District”), and the **Village of North Aurora** (hereinafter “Village”).

In consideration of the mutual covenants, agreements, and stipulations contained in this agreement, the parties agree as follows:

I. LICENSE

A. The Park District grants to the Village the non-exclusive right and privilege for the three-year term specified below of using the Park District’s property located along the east side of the Fox River in the area between the North Aurora Village Hall and the Red Oak Nature Center in Village of North Aurora for the staging of the equipment and operation of shooting off fireworks (hereinafter “Park District Property”).

II. OPERATION

A. The Village shall not allow any activities at the Park District Property except for activities authorized by this Agreement, all of which shall be overseen by the Village according to the terms of this Agreement.

B. The Village shall conduct activities at the Park District Property on July 3, 2024, July 3, 2025, and July 3, 2026, to stage and display fireworks and to clean up the Park District Property after the fireworks display (hereinafter “Activities”). If there is a rain date the Village shall conduct activities on July 5, 2024, July 5, 2025, and July 5, 2026. The Village shall only allow Village’s employees, agents, and volunteers to access the Park District Property who are authorized for purposes of staging and preparing for the fireworks display, conducting the fireworks display and cleaning the Park District Property. Authorized parties shall include employees, agents and volunteers of the Village and the North Aurora Fire District (hereinafter “Fire District”) and employees and agents of the private entity that has been engaged by the Village to conduct the fireworks display.

III. SCOPE OF USE

A. The Village shall use that area of the Park District Property that is determined to be the best and safest staging areas as directed by the Fire District (identified as “New Location: Southern Point” on the exhibit attached to this agreement).

B. It shall be the responsibility of the Village to supply and furnish all the necessary furniture, fixtures, equipment, and appliances needed for the fireworks display, and the Village shall bear all expenses of using the Park District Property for the fireworks display.

C. Upon permission of the Park District, the Village shall be allowed to trim any bushes or trees to clear ample room for the fireworks to be shot up to avoid getting caught in the brush or

trees, providing that the Village shall only trim the brush and trees that are necessary to be cleared and the Village chooses a location so as to minimize the amount of brush and trees to be trimmed. Proposed trimming shall first be coordinated between the Village of North Aurora and the Park District prior to any such work.

IV. TERM

This agreement shall renew for successive years through 2025 unless the Fox Valley Park District chooses to terminate or re-negotiate any provisions herein by December 31 of the previous year.

V. SERVICES PROVIDED TO VILLAGE

The Park District shall not be required to provide any services to the Park District Property for the Village. Village shall bear all expenses for supplies necessary for the fireworks display, including the provision of all employees, agents and volunteers to oversee the Activities.

VI. MAINTENANCE AND UPKEEP OF PARK DISTRICT PROPERTY AND SURROUNDING AREA

The Village shall keep the Park District Property and surrounding area in a clean, sanitary, and orderly condition. The Park District Property shall be kept clean. All trash and litter shall be cleaned up after the fireworks display is finished, and the Park District Property shall be returned to its original condition. The Village will repair any damage to the Park District Property.

VII. ACTIVITIES FIREWORKS DISPLAY

A. The Village shall have the right to use the Park District Property for the staging and conduct of the Activities on the dates specified herein.

B. The Village shall have the right to contract with third parties to oversee the staging and operation of the fireworks display, including the Fire District, providing that the Village shall be solely responsible for the contractual obligations to the third parties and shall be responsible to the Park District for the conduct of the third parties and observance of the terms of this Agreement. The Park District shall not be liable or responsible, in any way, for any debts or liabilities contracted by the Village.

C. The Village shall not block access to and close the bike path or put signage to route users of the bike path from the staging area until the afternoon of the fireworks display, and the Village shall leave the bike path open and refrain from putting up signage to route bike path traffic until safety requires that the closure and traffic routing. The Village will only block access to the bike path and put up the signage in the vicinity of the staging area as is necessary and appropriate for safety of the public. The village shall coordinate with the Park District staff to create the plan for temporary closure of the bike path, for temporary signage to re-route the bike path traffic, and to notify the public in advance of the date of Activities.

D. The fireworks display will be conducted in compliance with all relevant laws and regulations, including all relevant regulations set forth by the Illinois Department of Natural Resources, and the Village shall be solely liable for compliance with all such laws and regulations.

VIII. EMPLOYEES, AGENTS, AND VOLUNTEERS

A. All employees, agents and volunteers of the Village shall conform to the terms and conditions prescribed in this Agreement and shall conduct themselves at all times in an orderly, peaceful, and lawful manner.

B. The Park District shall have the right to require the removal from the Park District's Property any employee, agent and volunteer or invitee of the Village whose conduct is unsatisfactory to the Park District.

C. The Village shall maintain employees, agents and volunteers, including police and/or other security personnel, sufficient to conduct the fireworks display activities in a safe, orderly and peaceful manner and to prevent uninvited persons from entering or remaining in the staging area.

D. The Village shall be responsible to provide that its employees, agents and volunteers, and the employees, agents, and volunteers of the Fire District and of the private fireworks operator do not trespass on any area of the Park District Property not covered by this Agreement or onto adjoining properties without the consent of the Park District or owners of such adjoining properties.

IX. COMPLAINTS AND ADJUSTMENTS

Claims for damages arising from the Activities shall be tendered to the Village immediately, and the Village shall exercise due diligence in affecting settlement or other resolution of such claims.

X. INSURANCE

The Village agrees at all times to carry adequate casualty insurance naming the Park District Property and its employees as additional insured and shall require the fireworks operators also to have and maintain commercial general liability of a minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate with an umbrella policy of a minimum of \$4,000,000, and Workers' Compensation insurance of a minimum of \$1,000,000. The commercial general liability insurance maintained by the fireworks operator(s) must specifically provide coverage for pyrotechnic displays and name both the Park District and Village as additional insureds.

XI. LICENSES, AND PERMITS

The Village shall obtain or cause its invitees to obtain all required licenses and permits required for operation of the Activities prior to the beginning of Activities.

XII. EMPLOYEES' WAGES AND BENEFITS

The Village agrees to assume exclusive liability for the payment of all wages and any sums imposed by federal, state, and local authorities on its employees or others, for or relating to unemployment insurance, pensions and retirement benefits, health or life insurance, or the social security of employees or other persons who perform work or services for the Village.

XIII. ASSIGNMENT

It is expressly agreed that the Village shall not have the right to assign its rights under this agreement except on the prior, express, and written consent of the Park District.

XIV. INDEMNIFICATION OF PARK DISTRICT

The Village shall at all times defend, indemnify and hold harmless the Park District and its employees, agents or volunteers, officers and directors from and against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the Park District as a consequence of or arising out of any negligent act, default, or omission on the part of the Village or any of its employees, agents or volunteers.

XV. NO PARTNERSHIP AGENCY OR JOINT VENTURE

It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting the Park District and the Village as agents for each other or that a partnership or joint venture exists between the Park District and the Village. The Village shall state in its published materials that the Activities are being operated by the Village pursuant to a license agreement with the Park District.

XVI. SURRENDER OF POSSESSION AT END OF TERM

Within one (1) day after the end of the Activities, the Village (unless alternative arrangements are made with the Park District) shall remove all the Village's and Village's invitees' equipment, and other Village property from the Park District Property, and return possession of the Park District Property to the Park District in clean condition.


XVII. NO THIRD-PARTY BENEFICIARY

This License Agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

THE VILLAGE OF NORTH AURORA

FOX VALLEY PARK DISTRICT

By its President



By its President

Dated _____

Dated 1/8/2024



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Assistant Public Works Director / Village Engineer & Brian Richter, Public Works Director, Jason Paprocki, Finance Director

Date: November 26, 2024

Re: Oak Hill SSA Detention Basin Restoration Project Award

Oak Hill’s homeowners’ association recently disbanded leaving the Village solely in charge of the common area maintenance through the enacted Special Service Area (SSA). The Village is collecting funds currently for mowing the common areas and detention basin maintenance.

Due to the erosion issues that the detention basin is experiencing, the Village hired V3 Companies to complete an erosion investigation and assessment, as well as provide recommendations for remediating the erosion. V3 evaluated approximately 2,650 linear feet of shoreline around the pond and determined that it was a high priority to address 600 linear feet of shoreline and a medium priority to address 1,355 linear feet of shoreline. To address the erosion, methods recommended included utilizing stone toe stabilization and bank reshaping. Village staff used the assessment and recommendations to develop a Request for Proposal (RFP) for the permitting, restoration, and three years of maintenance and monitoring of the high and medium priority areas of the detention basin banks.

The RFP was issued on September 27, 2024, and twelve companies that perform aspects of this project downloaded the RFP. The deadline for proposals was on October 25, 2024, and two proposals were received. A summary of the proposals is provided in the table below.

	HIGH PRIORITY	MEDIUM PRIORITY	TOTAL
V3 CONSTRUCTION GROUP, LTD.	\$221,402.50	\$324,878.50	\$451,231.00*
SEMPER FI LANDSCAPING INC.	\$159,404.00	\$278,196.00	\$437,600

**V3 Construction Group, Ltd. Provided a deduct if both areas awarded in same project (\$546,281.00 if done as two separate projects).*

The total cost in the proposals also includes three years of maintenance and monitoring of the areas restored within the project. A summary of the three-year maintenance and monitoring cost for the two proposals is provided below.

	HIGH PRIORITY	MEDIUM PRIORITY	TOTAL
V3 CONSTRUCTION GROUP, LTD.	\$42,750.00	\$42,750.00	\$85,500.00
SEMPER FI LANDSCAPING INC.	\$9,000.00	\$19,500.00	\$28,500.00

Both company's proposals were responsive and met the requirements of the RFP. Both technical submittals also appear to have met the specifications outlined in the RFP.

Village Staff held a meeting with the proposer with the highest score to verify their understanding of the scope was in alignment with the Village's expectations for the project. Semper Fi Landscaping Inc.'s proposal and understanding of the project was in line with the Village's expectations.

An informational meeting for the Oak Hill subdivision residents was held on November 25, 2024. This allowed residents to learn about the SSA process and the planned project.

Village staff recommends approval of a Contract with Semper FI Landscaping Inc. in an amount not to exceed \$437,600.00 for the high and medium priority areas to be paid from the Oak Hill SSA fund.

**Village of North Aurora
Request for
Proposal (RFP) for:**

Oak Hill Detention Basin Restoration Project
(Design / Build)

Proposals may be mailed
or delivered in person to:

Village of North Aurora
25 E State St.
North Aurora, IL 60542

**Proposals must be received by:
4:00 PM (CST) on 10/25/2024**

Important Dates/Times

10/15/2024 10:00 AM Questions Due

10/18/2024 4:00 PM Responses Posted

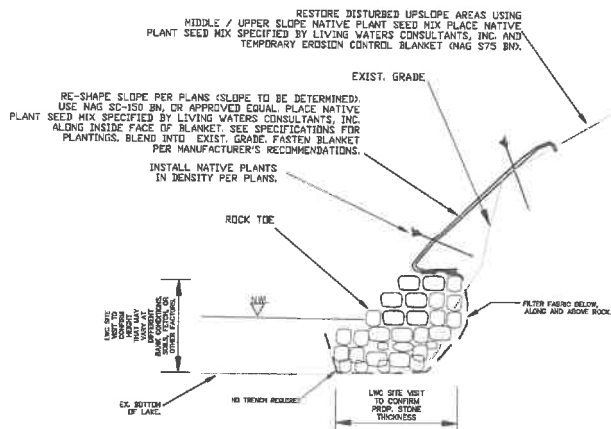
10/25/2024 4:00 PM Proposals Due

NOTES:

1. EROSION CONTROL MEASURES WILL BE EMPLOYED AS REQUIRED PER STANDARD PRACTICES AT LIVING WATERS CONSULTANTS DIRECTION
2. TREE PROTECTION FENCING IS TO BE INSTALLED WITHIN WORK AREAS



NOTES:
1) NOT FOR CONSTRUCTION.
2) THIS IS A CONCEPT DETAIL THAT CAN BE CONSIDERED FOR SHORELINE STABILIZATION OF MODERATELY TO SEVERELY ERODED SHORELINE AREAS.
3) KANE COUNTY, VILLAGE, U.S. ARMY CORPS OF ENGINEERS, AND/OR OTHER AGENCIES WOULD REQUIRE PERMIT APPROVALS FOR THIS TYPE OF WORK.

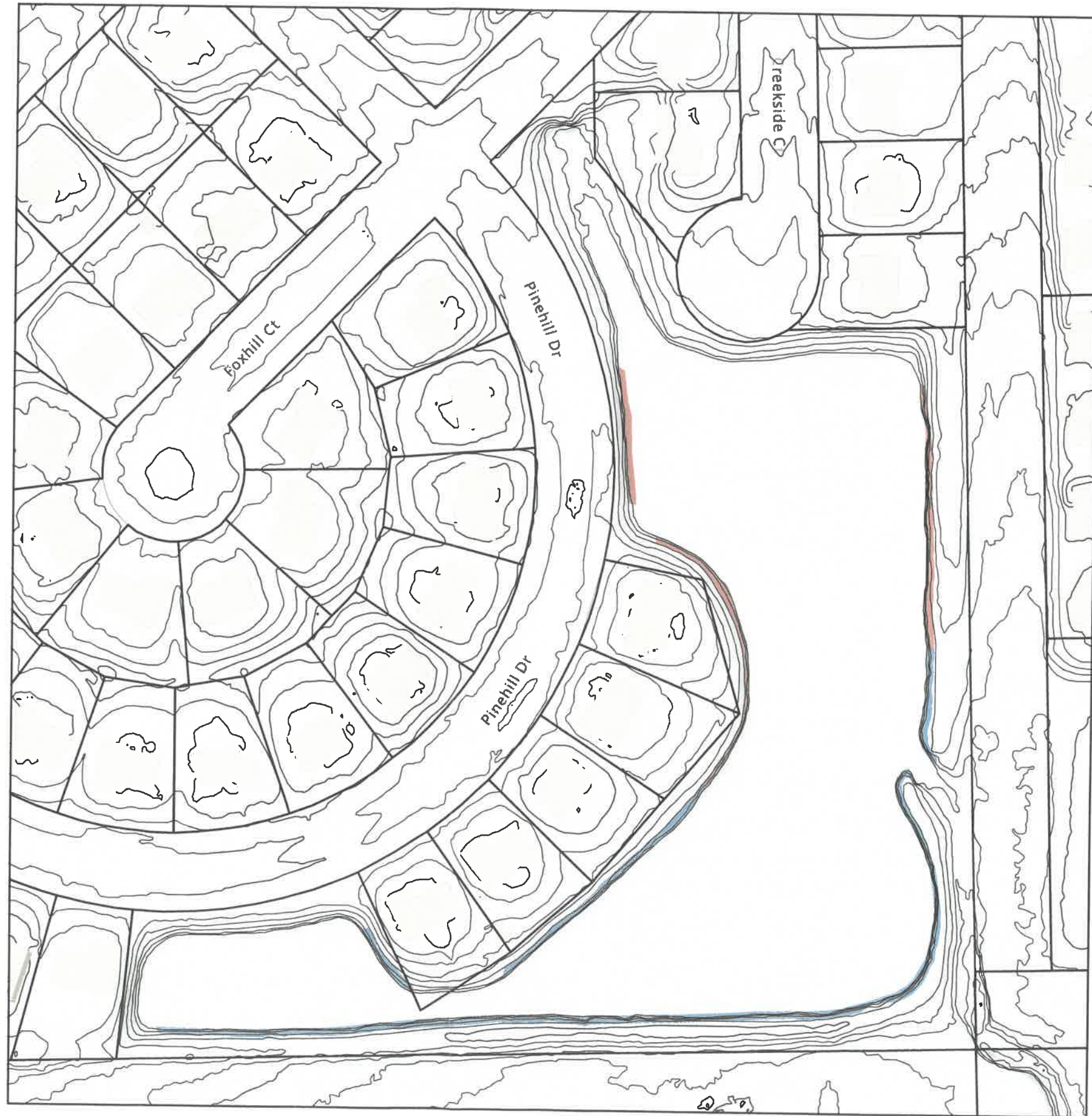


ROCK TYPE:
TO BE DETERMINED BASED ON LWC SITE VISIT, OWNER PREFERENCES, COSTS, AND/OR OTHER FACTORS.
(FOR AESTHETICS, OTHER ROCK TYPES MAY BE CONSIDERED PER REVIEW W/ LIVING WATERS CONSULTANTS, INC.)

2 ROCK TOE / RE-SHAPE SLOPE
NOT TO SCALE

NOT FOR CONSTRUCTION. COPYRIGHT © LIVING WATERS CONSULTANTS, INC. ALL RIGHTS RESERVED.

- HIGH PRIORITY: STONE TOE ARMORING: RR-4**
- MEDIUM PRIORITY: STONE TOE ARMORING: RR-4**



DATE	DESIGNED FOR	PROJECT AREA / SHEET APPROVAL	DATE	APPROVAL
10/21/2024	10/21			

SITE/BUILDING PLAN & NORTH ARROW



DISCLAIMER & TYPICAL NOTES

NO.	DATE	BY	PROJECT AREA / SHEET APPROVAL	DATE	APPROVAL

REVISIONS

SUPPLIER PROJECT NO.	QUANTITY BY

Sempar II Land, Inc.
1211 Deer St.
Yorkville, IL 60550
(630) 518-8484 | www.sempar2.com

Living Waters Consultants, Inc.
1699 65th St., Franklin Road, Suite 119
North Aurora, IL 60157
(630) 221-1143 | info@LivingWatersConsultants.com

VILLAGE OF NORTH AURORA
Crossroads on the Fox.

SHORELINE ARMORING PLAN

DRAWING LAST MODIFIED	JOB NUMBER
10/21/2024	SFLWC-001
DRAWN BY	SCALE
WFO PE/PA	
CHECKED BY	SHEET NUMBER
	C1.1

FILE PLOT DATE
10/21/2024



 RESTORE IMPACTED AREAS



DATE	ISSUED FOR	PROJECT ARCH/DESK APPROVAL	DEPT. MGR/SUPV APPROVAL
10/21/2024	FINAL		

SITE/BUILDING PLAN & NORTH ARROW



DISCLAIMER & TYPICAL NOTES

NO.	DATE	BY	PROJECT ARCH/DESK APPROVAL	DEPT. MGR/SUPV APPROVAL
REVISIONS				
SUPPLIER PROJECT NO.		CERTIFIED BY		
SUPPLIER DRAWN BY				
SUPPLIER CHECKED BY				
SUPPLIER P&PH				

NO.	DATE	BY	PROJECT ARCH/DESK APPROVAL	DEPT. MGR/SUPV APPROVAL
REVISIONS				
SUPPLIER PROJECT NO.		CERTIFIED BY		
SUPPLIER DRAWN BY				
SUPPLIER CHECKED BY				
SUPPLIER P&PH				



Semper II Land, Inc.
1215 Deer St.
Yorkville, IL 60560
(815) 818-8484 | www.semperii.com



Living Waters
CONSULTANTS

Living Waters Consultants, Inc.
14943 S. Rosaroga Road, Suite 119
Sun Ridge, IL 60077
(847) 351-1133 | info@livingwatersconsultants.com



VILLAGE OF
NORTH AURORA
Crossroads on the Fox.

RESTORATION PLAN

DRAWING LAST MODIFIED 10/21/2024	JOB NUMBER SFLWC-001
DRAWN BY	SCALE
CHECKED BY	SHEET NUMBER
WFO PE/PS	C1.2

FILE NAME DATE
10/21/2024

Permitting Considerations

USACE permitting is expected to be limited as the site is a designated detention basin and exempt, per the Kane County Stormwater Ordinance, from wetland delineation requirements.

This assumes that Semper Fi will be able to exclusively access work areas from the embankment, in non-wetland areas and no crossings of designated "Waters of the U.S." will be required, including the adjacent creek to the Southeast. The channel in the Southeast area may trigger a USACE permit - however, Semper Fi anticipates a channel crossing will be unnecessary and will rather access the shoreline either from the South or from the North, as appropriate for each work area.

The area to the Southeast per Kane County GIS is listed as "ADID (Advanced Identification) Wetland" which is a sensitive area. So a USACE permit is assumed to be required.

Considering we do not intend to enter the Southeast wetland area, and will remain within the pond turf area, but are within the "buffer" of that area, we propose to submit for a USACE "No Permit Required" submittal process (formerly known as "Letter of No Objection").

Reference: <https://www.lrd.usace.army.mil/Submit-ArticleCS/Programs/Article/3647633/>

If on the other hand, a USACE wetland delineation and related report with permit submittal is required, which based on our understanding to date does not appear to be the case (though....), the cost would be an additional **\$5,500**. That being said, in the interest of thoroughness this fee has been included in our proposal pricing but will be willingly returned via a deductive change order if not required.

The Kane-DuPage Soil and Water Conservation District permit fee is anticipated to be **\$2,700** based on the KDSWCD fee calculation sheet.

It appears the project site contains designated FEMA floodway and floodplain. Therefore, an Illinois DNR / Office of Water Resources permit (IDNR/OWR) will be involved. That fee is anticipated to cost approximately **\$1,350**

Kane County Stormwater Management is administered by the Village. It is assumed there is no Village permit fee.

IDNR Threatened / Endangered EcoCAT permit process is approximately = **\$150**

USACE permit fee = **\$0**

U.S. Fish & Wildlife Service Section 7 Consultation Letter for Federal T/E species permit fee = **\$0**

Total Anticipated Permit Fees: \$9,700*

*Inclusive of USACE delineation fee (\$5,500) to be refunded if not required

Construction Means & Methods

While the project site *does* present suboptimal accessibility to the proposed areas of improvement, it is production rates that are of concern, but not constructability.

Semper Fi intends to utilize equipment suitable for navigating tight quarters and sloped surfaces to complete the scope of work. The anticipated routes of material transport to and from work areas are illustrated below;



Best Laid Plans.....

The fact of the matter is that once we get on-site and begin navigating the shoreline "in" our equipment, we may find that particular areas prove to be difficult to work within efficiently. In this instance it may be necessary for us to construct level surfaces or ramps from earthen and/or aggregate material. It is anticipated that this will likely be the case at a handful of areas. Any land that is altered for temporary access will be restored to it's native state prior to, and in conjunction with, our completion of the contract.

Alternatively - and with the understanding that there is no guarantee we will be granted access; we will attempt to leverage our existing relationship with Nicor Gas to facilitate use of the company's easement East of the the detention basin for the import and export of material. The same will be discussed with ComEd regarding the easement South of the Basin.

Construction Means & Methods

Regardless of outcome regarding use of the utility easements, it should be expected that there will be semi-truck activity on the streets adjacent to the site. Street cleaning/sweeping is accounted for and will be performed per the Service Pledge we insist on including in each and every one of our contracts;

"The Contractor is committed to delivering quality services to all buyers and encourages them to immediately report any deviation from the requirements as agreed upon in this contract.

All work will be performed by uniformed, trained, and properly supervised personnel in accordance with horticultural practice.

All the work described in this contract will be performed in a professional manner for the duration of this contract. All work will be performed by the same crew each day. All work is supervised by a crew leader and is over seen by the owner of SEMPER FI LAND SERVICE to ensure that we are consistent in bringing you, the customer, and the 100% quality service that SEMPER FI LAND SERVICE provides its customers. We have built a solid reputation on our dependable, quality service, and are very proud of what we do for our customers."



Stabilization Methods

Semper Fi is proud to be teamed with 'Living Waters Consultants' - and more specifically the esteemed Engineer and Eco-Hydrologist, **Ted Gray**, P.E., CFM, CPESC, M.S. in pursuit of this restoration. Ted's reputation and staunch attention to detail precede him...we at Semper Fi know *all too well* from our experiences working on projects under his direction.

You can reference his experience and recognitions here: <https://lwc-inc.com/our-staff/>

The stabilization method(s) we've prescribed are tried and true and in-line with the recommendations of the Village's Erosion Assessment Engineer, 'V3'. The resolution of the technical issue at hand, shoreline erosion, is guaranteed to be mitigated in the areas addressed.

Material Quantities

We anticipate utilizing the following materials to complete the project:

FUNCTIONAL:

Stone Toe (RR-4): High Priority **386 Tons**

Stone Toe (RR-4): Medium Priority **872 Tons**

GROUND STABILIZING AESTHETIC FEATURES:

Wetland Plugs: **200/EA**

Limestone Outcropping: **30 Tons**

Boulders: **12/EA**

...and will restore **46,509'** SF of land impacted by our construction activities

Schedule

We anticipate the work will be completed in Twelve (12) Weeks

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Board reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. PROJECT SPECIFICATIONS
- III. PROPOSER'S RESPONSE TO RFP (DESIGN/BUILD SERVICES)
- IV. PROPOSAL/CONTRACT FORMS

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original copy of the Technical & Cost Proposal. Upon formal award of the proposal, this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

QUALIFICATIONS

The Village of North Aurora (Village) is seeking technical cost proposals from qualified Firms (Proposers) to provide Permitting and Design/Build Services for improvements to the Oak Hill Detention Basin to mitigate existing erosion and stabilization issues.

PROJECT INFORMATION

PROJECT DESCRIPTION

The Oak Hill detention basin has approximately 2,650 linear feet of basin shoreline. The detention basin has experienced erosion of varying levels along the shoreline. It was determined approximately 1,355 linear feet of shoreline was considered medium priority and 600 linear feet was of high priority, with the remainder being of low priority for any restoration work. This work includes permitting and design/construction relating to the rehabilitation/restoration/maintenance of detention basin banks which includes bank reshaping, vegetation establishment, and stone toe installation in high priority areas and medium priority areas. The detention basin erosion assessment and preliminary rehabilitation recommendations are included in Appendix A.

PROJECT LOCATION



ANTICIPATED IMPROVEMENTS

The Village of North Aurora is proposing bank restoration for the Oak Hill detention basin, within the high and medium priority areas. The bank should be restored with a combination of regrading to a maximum slope of 4:1 where possible, and installation of stone toe stabilization along with restoration with a broad spectrum seed mix.

Coordination of all permits is required (i.e. US Army Corps of Engineers, Kane County Stormwater Permit (Village administers), the Kane-DuPage Soil and Water Conservation District, Illinois Department of Natural Resources – Office of Water Resources, etc.), including final sign-off (if required), for the design alternative(s) and all work associated with obtaining permits, i.e. hydraulic/hydrologic calculations, stormwater pollution prevention plans, Notice of Intent, etc.

HIGH PRIORITY & MEDIUM PRIORITY LUMP SUM COSTS

Proposer shall provide a High Priority Area Lump Sum Cost and a Medium Priority Area Lump Sum Cost for the design/permitting, construction, and each year of the monitoring and maintenance and shall include alternate pricing for any proposed design alternatives.

Unit price costs for each proposed treatment shall be given, only to be used in the event that the amount of each proposed treatment is increased/reduced as a result of final design and permitting directed by the Village. Utilizing the unit prices given for each treatment, a final project construction cost shall be calculated, but under no circumstances shall the total project cost exceed the awarded Lump Sum Costs plus the increase in units.

The Contractor will be responsible for the maintenance up until the vegetation has met the performance standards and a minimum of three years as part of the contract. If the vegetation has not met the performance standards after 3 years, additional maintenance and monitoring reports are required with no additional compensation.

TECHNICAL AND COST PROPOSALS

The Technical and Cost Proposal shall be sent to the Village of North Aurora, ATTN: Brandon Tonarelli, 25 E. State Street, North Aurora, IL 60542. The envelopes shall be marked with the name of the project, date, and time set for receipt of proposals.

Technical proposals shall include the following information:

- Proposed design of improvements
- Anticipated permits required
- Proposed means and methods
- Narrative justifying the quantities of stabilization methods and that it is adequate to meet the end goals of the project
- Proposed project schedule

Cost proposals shall include the following information:

- Proposed High Priority Lump Sum Cost and Medium Priority Lump Sum Cost, including separate costs for any design alternatives
- Proposed schedule of values including sub-totals for design, permitting, construction and maintenance
- Proposed quantities of materials shall be provided on the schedule of values.

All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.

DEFINED TERMS:

Village – the Village of North Aurora acting through its officers or agents.

Contract Documents – this document plus any drawings issued therewith, any addenda and the Proposer’s completed proposal, bonds and all required certifications.

Proposal – this document completed by an individual or entity and submitted to the Village.

Proposer – the individual or entity that submits or intends to submit technical and cost proposals to the Village.

Contractor – the individual or entity whose proposal is selected by the Village and who enters into a contract with the Village.

Work – the construction or service defined herein.

Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.

PREPARATION OF PROPOSAL

It is the responsibility of the Proposer and Contractor to carefully examine the specifications and proposal documents and to be familiar with all the requirements, stipulations, provisions, and conditions surrounding the proposed services.

The Proposer shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Proposal shall be a conclusive assurance and warranty that the Proposer has made these examinations, and that the Proposer understands all requirements for the performance of the Work. If the Proposal is accepted, the Proposer will be responsible for all errors in the proposal resulting from his willful or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE PROPOSER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLFUL OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THE CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Proposer, which might be discovered subsequent to award of a contract. The Proposer shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Proposer.

When the Contract Documents include information pertaining to subsurface explorations, borings,

test pits, and other preliminary investigations, such information is included solely for the convenience of the Proposer. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*

Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Proposer. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Proposer's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Fox Metro Water Reclamation District, and the Village of North Aurora.

No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals or the pre-proposal conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to all proposers of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Proposers. Each Proposer, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Proposal therein. Failure to acknowledge any addenda may cause the Proposal to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Proposer's responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the proposal submission.

In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

The Proposer hereby affirms and states that the prices quoted within its written proposal shall constitute the total cost to the Village for all work involved in the respective items as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Proposer also affirms that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

COST PROPOSAL SUBMISSION

An original copy of the sealed cost proposal marked as indicated in this Section shall be submitted to the Village.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or

name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.

A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

PROPOSAL REJECTION

Proposals that contain omissions, erasures, alterations, additions not called for, conditional proposals or alternate proposals not called for, or irregularities of any kind, shall be rejected as informal or insufficient. The Village reserves the right however, to reject any or all proposals and to waive such technical error as may be deemed in the best interest of the Village.

PROPOSER COMPETENCY

No Proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Proposer, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days of a request.

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

PROPOSER AND/OR CONTRACTOR DISQUALIFICATION

Any one or more of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of their Proposal.

- a. More than one proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among Proposers.
- c. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- d. Failure to submit a unit price for each item of Work listed in the Proposal Form (if applicable).
- e. Lack of competency as revealed by financial statement or experience questionnaire.
- f. Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

- g. Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- h. Failure to submit a signed Proposer's Certificate stating the following:
 - i. That the Proposer is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - ii. The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
 - iii. The Proposer will maintain the types and levels of insurance required by the terms of this Contract; and
 - iv. The Proposer will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

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

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

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

The Contractor shall fully comply with all provisions of the (820 ILCS 130/0.01) Illinois Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12), (30 ILCS 570/)the Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207), and the (820 ILCS 265/) Substance Abuse Prevention on Public Works Projects Act wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois

Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

INDEMNITY HOLD HARMLESS PROVISION

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

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

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

INDEPENDENT CONTRACTOR

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

COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

In compliance with National Pollutant Discharge Elimination System (NDPES), and ILR40 permit

requirements, consultants and contractors hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their employees to prevent and reduce storm water pollution from their activities.

COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time (“Act”). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk’s Office NO LATER THAN three (3) working days after the date of the Village’s direction to provide such documents. Failure of the Contractor to provide documents within said three (3) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

INSURANCE SPECIFICATIONS

The successful Bidder **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.

The successful Bidder shall maintain limits no less than:

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

Business Automobile Liability
OCCURRENCE

COMBINED SINGLE LIMIT PER

Any Auto, Owned, Non-Owned **FOR BODILY INJURY AND PROPERTY**
DAMAGE

Rented/Borrowed **\$1,000,000**

Worker's Compensation and Occupational Diseases

STATUTORY LIMIT

Employer's Liability Insurance per Occurrence **\$1,000,000**

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

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

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

In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF NORTH AURORA ("The Village")

25 East State Street

North Aurora, Illinois 60542

POLICY INFORMATION.

Insurance Company _____

Policy Number _____

Policy Term: (From) _____ (To) _____

Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability Any One Occurrence/

Aggregate \$ _____

Deductible or Self-Insured Retention (Nil unless otherwise specified)

\$ _____

VERIFICATION OF COVERAGE

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

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the

successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

POLICY AMENDMENTS.

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

1. INSURED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

2. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

3. SEVERABILITY OF INTEREST.

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

4. SUBCONTRACTORS.

(ALL COVERAGES)

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

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

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

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

6. CANCELLATION NOTICE.

(ALL COVERAGES)

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

7. SUBROGATION.

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

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

8. ACCEPTABILITY OF INSURERS.

(ALL COVERAGES)

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

9. ASSUMPTION OF LIABILITY.

(ALL COVERAGES)

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

BASIS OF AWARD

The Village reserves the exclusive right to accept or reject any and all proposals or to waive sections, technicalities and irregularities, or to accept or reject any Proposal or any item of any Proposal.

AWARD OF CONTRACT

Unless the Village exercises its right to reject all proposals, the Contract will be awarded to that responsible Proposer whose Proposal, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.

Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of proposals, a Proposer may file a written request with the Village for the withdrawal of its Proposal. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Proposer from further obligation by return of the Proposer's bid deposit. Any attempt or actual withdrawal or cancellation of a Proposal by the awarded contractor who has been notified by the Village of the acceptance of said Proposal shall be considered a breach of contract.

FAILURE TO ENTER INTO CONTRACT

Failure on the part of the successful Proposer to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for breach of contract.

The Proposer shall not be allowed to claim lack of receipt where the Contract and Notice of Award

was mailed by U.S. Postal Services certified mail to the business address listed in the Proposal. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Proposer shall then forfeit the proposal security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

By submitting a Proposal, the Proposer understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the successful Proposer and shall be delivered to the Village before the final payment voucher is issued. The stabilization methods and vegetation required to be maintained and monitored for a minimum of 3 years or until the vegetation has met the performance standards.

FORCE MAJEURE

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing the Contractor by the Village.

STANDARD OF CARE

Services performed by Contractor under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and

without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor's services for the Project.

SECURITY FOR PERFORMANCE

The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's proposal by the Village, shall furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the construction cost portion of the Proposal. Said bonds shall guarantee the Proposer's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit. Any bond shall include a provision that will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

II. PROJECT SPECIFICATIONS

1. STANDARD SPECIFICATIONS

1.1 Unless specifically modified herein, or otherwise in writing and approved by both parties, the following standards shall govern the construction of the proposed improvements:

1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition; and

1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2022; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, latest edition; and

1.1.3 Illinois Urban Manual; and

1.1.4 Kane County Stormwater Ordinance, latest edition

1.1.5 Village of North Aurora Code

1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

2. DESIGN AND COOPERATION OF CONTRACTOR

2.1 Previous work provided by others does not relieve the Contractor of the obligation to verify all existing conditions and to provide final design plans that are the sole professional responsibility of the Contractor.

2.2 The Contractor shall be solely liable for the design of the project. The Contractor shall submit design plans and specifications with any approved design changes for review by the Village for comments. All comments shall be incorporated into the final design plan set with specifications updated accordingly.

2.3 The Contractor shall always have on the work site, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. This individual shall be subject to approval by the Village. The Contractor shall not replace him without prior written notification to and approval by the Village. The Contractor shall keep one set of the approved plans and contract assemblies shall be always kept available on the work site. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof and shall cooperate with the Village in every way possible.

3. PROSECUTION AND PROGRESS

3.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

3.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

3.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

4. MEASUREMENT AND PAYMENT

4.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

4.1.1 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

4.1.2 Payments will be made based on a percent complete basis. The Contract shall contain lump sum (not to exceed) cost with payments based on the agreed upon schedule of values.

5. GENERAL CONSTRUCTION REQUIREMENTS

5.1 The following general requirements are intended to govern the overall priority for the performance of the Work described in this Contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

5.2 The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

6. CONSTRUCTION STAKING AND RECORD DRAWINGS

6.1 The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform

substantially to the lines, grades, elevations and dimensions shown on the plans.

- 6.2 The Contractor shall provide adequate control points to construct the individual Project elements and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.
- 6.3 The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.
- 6.4 Prior to final payment, the Contractor shall provide the Village with record drawings showing the lines, grades, elevations and dimensions of all work constructed. Red-lined plans or electronically generated as-built plans are acceptable.

7. EROSION AND SEDIMENTATION CONTROL

- 7.1 Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing erosion and sedimentation control systems as agreed upon by the Village and Contractor and in compliance with applicable permit regulations. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.
- 7.2 All erosion and sedimentation control measures shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.
- 7.3 The Contractor is responsible for all compliance with the General NPDES Permit (No. ILR10) for Storm Water Discharges from Construction Site Activities. This shall include, but not be limited to, preparation and submittal of all required forms such as the NOI, ION, NOT, SWPPP, etc. The Contractor is responsible for performing all soil erosion and sediment control inspections, maintaining inspections, reports, logs, etc. and for keeping an up to date SWPPP on site at all times.

8. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

- 8.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.
- 8.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 8.3 The Contractor shall protect all workers engaged in the project and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under

construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that the work zone in question is properly signed, barricaded and otherwise marked.

- 8.4 The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by one sandbag per each barricade. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by eight sandbags per each barricade.
- 8.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.
- 8.6 In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.
- 8.7 In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.
- 8.8 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.
- 8.9 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

9. STREET SWEEPING AND DUST CONTROL

- 9.1 All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by approved mechanical sweeping equipment.
- 9.2 Whenever directed by the Engineer, the Contractor shall mechanically sweep the pavement adjacent to the work site.

10. RESTORATION DUE TO CONSTRUCTION

- 10.1 The Contractor shall restore, to original conditions, the project area affected by the operations. The restoration of all hard and soft surfaces disturbed or damaged including the access routes

used for performing the work shall be restored in conformance with IDOT Standard Specifications and be incidental to the project.

11. SITE ACCESS FOR CONSTRUCTION

11.1 The Contractor is responsible for seeking permission and/or temporary access easements from any adjacent property owners, if needed, for accessing the work areas of the project.

12. MAINTENANCE AND MONITORING PLAN

12.1 The stabilization methods and plantings will be inspected at least once a year for a minimum three-year term, or until compliance with the following performance criteria has been met. Vegetation monitoring will occur by a meander survey. The purpose of the monitoring is to determine the effectiveness of the restoration and recommend changes in management if failing. A monitoring report will be provided to the Village by January 31st following each inspection. The report will include a summary relative to the proposed performance standards, maintenance performed during that year and recommend changes in management if the plantings are failing, and representative photographs of each planting area. Areas which do not meet the establishment standards will be replanted.

- First year: 90% coverage of the cover crop shall be established within the first three months. There shall be no bare areas greater than 0.5 meters. By the end of the first complete growing at least 25% of the species present shall be native/non-invasive or those of what was planted in the above list.
- Second year: At least 50% of the species present shall be native/non-invasive or those of what was planted in the above list. There shall be no bare areas greater than 0.5 meters.
- Third year: At least 75% of the species present shall be native/non-invasive or those of what was planted in the above list. None of the three most dominant species may be non-native or invasive or constitute greater than 25% aerial coverage (individually or cumulatively) by the end of the third growing season. There shall be no bare areas greater than 0.5 meters.

Invasive and non-native species, and woody plant species not specified as part of the planting plan, shall be controlled by appropriate management practices of the approved plan. Invasive species for the purposes of this project include, but are not limited to the following:

Cirsium arvense Canada Thistle Dipsacus laciniatus Cut-leaved Teasel Dipsacus sylvestris Common Teasel Lythrum salicaria Purple Loosestrife Melilotus alba White Sweet Clover Phalaris arundinacea Reed Canary Grass Phragmites australis Giant Reed Polygonum cuspidatum (Fallopia japonica) Japanese Knotweed Rhamnus Cathartica or frangula Buckthorn

Maintenance Procedures:

Debris Removal: All debris will be removed, via non-invasive methods, from within the restored bank area during the initial maintenance period and subsequently dependent on arrival of new debris.

Mowing: Several mowing methods will be utilized at the establishment stage of the plantings to allow the planted species to outcompete invasive species.

Stone Toe: Additional placement of stone where insufficient stone was placed.

Herbicide Application: Selective herbiciding to control invasive species is proposed. Herbicides non-toxic to animal and aquatic life will be applied by the appropriate method by a certified and licensed pesticide applicator to prevent killing of desirable native species.

OAK HILL DETENTION BASIN RESTORATION PROJECT
III. PROPOSER'S RESPONSE TO RFP (DESIGN/BUILD SERVICES)

(Proposer must insert the technical proposal here. Do not insert a form contract as the RFP document, including detailed specifications and Proposer's response, will become the contract with the Village)

HIGH PRIORITY AREA LUMP SUM

ITEMS	UNIT	QUA N.	Unit Price	Total
DESIGN AND PERMITTING	L SUM	1	\$15,500	\$15,500
CONSTRUCTION	L SUM	1	\$134,904	\$134,904
YEAR 1 – MAINTENANCE AND MONITORING	L SUM	1	\$3,000	\$3,000
YEAR 2 – MAINTENANCE AND MONITORING	L SUM	1	\$3,000	\$3,000
YEAR 3 – MAINTENANCE AND MONITORING	L SUM	1	\$3,000	\$3,000
TOTAL PRICE =				\$159,404.00

Insert Line Items and Unit Prices

MEDIUM PRIORITY AREA LUMP SUM

ITEMS	UNIT	QUA N.	Unit Price	Total
DESIGN AND PERMITTING	L SUM	1	\$8,000	\$8,000
CONSTRUCTION	L SUM	1	\$250,696	\$250,696
YEAR 1 – MAINTENANCE AND MONITORING	L SUM	1	\$6,500	\$6,500
YEAR 2 – MAINTENANCE AND MONITORING	L SUM	1	\$6,500	\$6,500
YEAR 3 – MAINTENANCE AND MONITORING	L SUM	1	\$6,500	\$6,500
TOTAL PRICE =				\$278,196.00

Insert Line Items and Unit Prices

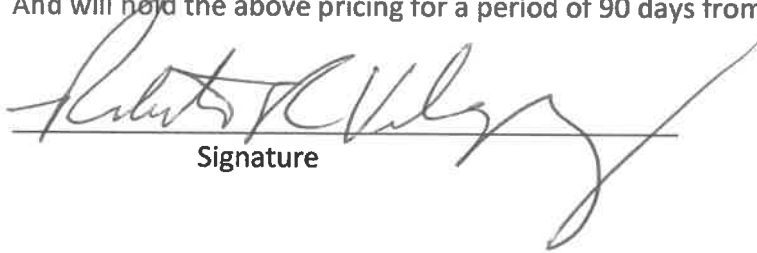
The Village of North Aurora reserves the right to award the Contract to the for the High Priority Area Lump Sum or for the High Priority Area Lump Sum plus the Medium Priority Area Lump Sum, based upon the Village's best financial interest. Each Proposer must submit prices for the High Priority Area Lump Sum and Medium Priority Area Lump Sum to be eligible for the award of the Contract. Failure to do so may result in the rejection of the Proposal.

Name of Proposer: Semper Fi Landscaping, Inc.
Address: 1215 Deer Street
Telephone No. 630-518-8484 Email. info@semperfi.land
Contact Name: Roberto R Velazquez
Title: President
Date: 10/22/24

I Roberto R Velazquez verify that I am authorized to provide the above pricing on
(print name)

behalf of Semper Fi Landscaping, Inc.
(company name)

And will hold the above pricing for a period of 90 days from the date of the proposal submittal.


Signature

10/22/2024
Date

IV. Proposal/Contract Forms

Contractor's Certification

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

Print Name:

Contractor Semper Fi Landscaping, Inc.

Corporation Individual _____ Partnership _____ Other _____
(if other specify type)

As part of his/her proposal on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.

Date: 10/22/24
Contractor By: [Signature]

Title: President

(State of Illinois) SS County of Kendall

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

Roberto R Velazquez appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 10-22-24
Notary Public: [Signature]



List of Subcontractors and Suppliers

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

Failure to complete this list may result in rejection of proposal. Write “none” in the boxes below if no sub-contractors or suppliers will be used.

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

Sub-Contractors

Work Assignment

None	None
None	None
None	None

Suppliers

Material

Hanes Geo Components 1820 Internationale Blvd, Glendale Heights, IL 60139 (630) 279-0915	Erosion Control Material
AZ Hard Rock 1421 W 135th St, Blongbrook, IL 60490 (331) 399-5137	Aggregates/Stone
Conserv FS 4720 Yender Ave, Lisle, IL 60532 (630) 963-8787	Seed & Plantings (Plugs)

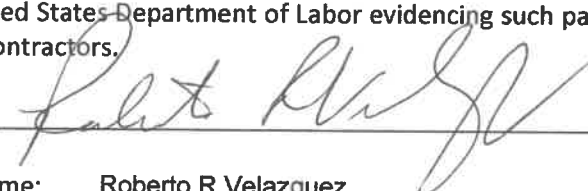
Apprenticeship or Training Program Certification

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

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

International Union of Operating Engineers Local 150

The requirements of this certification and disclosure are a material part of the contract, and the proposer shall require this certification provision to be included in all approved subcontracts. The proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after ward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors.

Signed: 
Print Name: Roberto R Velazquez

Title: President

Company: Semper Fi Landscaping, Inc.

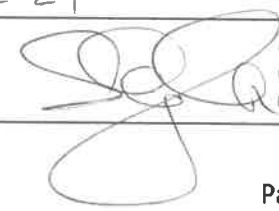
Date: 10/22/2024

(State of Illinois) SS County of Kendall

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

Roberto R Velazquez appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 10-22-24

Notary Public: 



REFERENCES

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

Municipality: Village of Algonquin

Contact Person: Brad Andresen

Address: Bunker Hill Dr. & Woods Creek Ln, Algonquin, IL 60102

Phone #: (847) 658-2700 Fax: _____

Project Included: Woods Creek - Reach 5 Restoration Project Year: 2022

Municipality: Elmhurst Park District

Contact Person: Brian McDermott

Address: 500 E Van Buren St, Villa Park, IL 60181

Phone #: (630) 834-3325 Fax: _____

Project Included: Sugar Creek GC Pond & Stream Restoration Project Year: 2023

Municipality: Pleasant Dale Park District

Contact Person: Matt Russian, Executive Director

Address: 7425 S Wolf Rd, Burr Ridge, IL 60527

Phone #: (630) 662-6220 Fax: _____

Project Included: Lake Carriageway Shoreline Enhancement Project Year: 2021

Municipality: Village of Melrose Park

Contact Person: Gary Marine, Director of Public Works

Address: 1000 N 25th Ave

Phone #: (708) 343-4000 Fax: _____

Project Included: Silver Creek Stabilization, Phases 1-7 Project Year: 2010 - 2024

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Associated Builders & Contractors of Illinois, Inc.

Elk Grove Village, Illinois

For the Trades – Carpenter, Electrician, Operating Engineer, Painter
Pipefitter, Plumber, Welder, Cement Mason, Roofer, Construction Craft Laborer
Heating & Air Conditioning Mechanic & Installer

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

February 22, 1989

Date Revised November 19, 2015

IL008890010

Registration No.



[Signature]

Secretary of Labor

[Signature]

Administrator, Office of Apprenticeship

SAMPLE CONTRACT

Contract for Oak Hill Detention Basin Restoration Project (Design/Build)

THIS AGREEMENT made and concluded this ___ day of _____ 2024, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and (INSERT COMPANY NAME) an Illinois (INSERT COMPANY TYPE) (hereinafter referred to as “Contractor”) for **Oak Hill Detention Basin Restoration Project**.

WHEREAS, the Village did a solicited for proposals for the Oak Hill Detention Basin Restoration Project services (hereinafter “Services”) and provided specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Specifications”); and

WHEREAS, Contractor submitted a proposal for the Services in the amount of (ENTER PRICE IN WORDS) (PRICE IN NUMBERS) in response to the request for proposals solicited by the Village, a copy of which is attached hereto and incorporated herein.

WHEREAS, the Contractor’s proposal was determined to be in the best interest of the Village and was accepted by the Village Board of Trustees at the regularly scheduled meeting on (Enter Date).

NOW THEREFORE, in consideration of (ENTER PRICE IN WORDS) (PRICE IN NUMBERS)) to be paid by the Village to the Contractor as follows for work described by the Specifications for the Oak Hill Detention Basin Restoration Project, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.

2. The Contractor shall fulfill all the Services in keeping with the Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

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

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

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

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

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

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

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

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

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

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

[signatures to follow]

SAMPLE CONTRACT

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

Village of North Aurora

By: Mark Gaffino, Village President

(CONTRACTOR NAME)

Signature

Printed Name, Title

<https://northaurorailinois.sharepoint.com/sites/PublicWorks/Shared Documents/General/public works/07 Stormwater/Oak Hill Pond Stabilization/Oak Hill Detention Basin Restoration Project Contract.docx>

MEMORANDUM



DATE: 8/19/2024
TO: Brandon Tonarelli P.E., Assistant Public Works Director / Village Engineer
FROM: Derrick Martin, V3 Companies
CC: Spencer Veltema, V3 Companies
RE: OAK HILL DETENTION BASIN EROSION INVESTIGATION AND ASSESSMENT

Mr. Tonarelli,

On April 19th V3 conducted a survey and erosion assessment of the Oak Hill Detention Pond in order to identify erosion problem areas. All assessed areas were classified as either low, medium, or high priority. V3 also determined two potential solutions for the eroded areas.

The locations of the low, medium, and high priority areas can be seen in Exhibit 1 that also appears with the survey data that was taken. V3 used three criteria in order to classify the areas as low, medium, or high priority; steep bank slope, healthy existing bank/vegetation, and proximity to structures or other important areas. In general, a bank slope of 1:1 or greater was used to determine a steep versus shallow slope. While photos taken during the assessment were used to determine the health of the existing bank vegetation as well as the proximity to structures and other areas of importance. If the pond banks met one or none of these criteria then the area was determined as low priority. If two criteria were met the bank was determined to be medium priority, and if all three criteria were met the area was classified as high priority.

The only problem areas that V3 recommends be addressed are ones of medium and high priority. The locations determined to be low priority did not demonstrate enough erosion, if any, that would benefit from erosion control measures. V3 determined that the best solutions for the medium and high priority areas would be either bank reshaping or stone toe protection. Details for both of these solutions have been attached to this memo, along with some photo examples of what the stabilization methods may look like.

Overall V3 evaluated almost 2,650 linear feet of pond embankment. Out of that it was determined approximately 1,355 linear feet of pond bank was of medium priority and 600 linear feet was of high priority, with the rest being of low priority. In general, the eastern and southern banks of the pond showed higher priority levels than the western or northern banks. As can be seen in the Exhibit 1, the entire length of the eastern and southern pond bank was rated as either medium or high priority while the western and northern pond bank included sections of low priority. This is likely because the Chicago region typically receives wind from the west or north which would increase wave action along the eastern and southern banks of the pond, increasing erosion. This also results in the western and northern banks of the pond having less erosion, but because the western and northern banks of the pond border the subdivision it is much more likely to be within proximity of structures or other areas of importance. Because of this V3 recommends that stone toe protection be the primary method of stabilization for the eastern and southern bank of the pond while any areas along the western and northern banks use bank reshaping for stabilization.

Of the two proposed solutions, the estimated cost for bank reshaping and stone toe protection are estimated at \$130 and \$230 per linear foot, respectively. A high-level engineer's opinion of probable construction cost (EOPCC) for each of the proposed stabilization methods has been attached to this memo for reference. It is important to note that the price per linear foot provided is a conceptual cost in order to give guidance in the anticipated costs for this type of work, and that a true EOPCC could be provided after a detailed design process.

It should be noted that with each stabilization method comes benefits and drawbacks. Bank reshaping has a lower upfront cost and tends to have a more natural and aesthetically pleasing appearance, but it also requires long term maintenance of the vegetation along the shoreline and offers slightly less protection against heavy wave action. Alternatively, stone toe protection has a higher upfront cost and does not have the same natural look of vegetation, but it has little to no long-term maintenance and offers better protection against heavy wave action. It is based on this information that V3 recommends that the eastern and southern banks of the pond be stabilized with stone toe protection, and the northern and western banks be stabilized with bank reshaping. However, it is ultimately at the discretion of the Village and the Community to decide what stabilization methods make sense for the pond.

V3 recommends that at a minimum the high priority areas be addressed. This would include 222 linear feet of stone toe improvements for Section 2 and 378 linear feet of bank reshaping for Section 9 and Section 11. The estimated construction cost for the minimum recommendations would be around \$102,000. This can be seen in Exhibit 2. Based on V3's stabilization recommendations it is estimated that the maximum construction costs would be approximately \$375,000. This would involve addressing the medium priority areas, which can be seen in Exhibit 3, in addition to addressing the high priority areas.

While V3 has provided the above recommendations, it is understood that construction costs can often times be prohibitive for residential communities, and that performing the project in phases over an extended amount of time is sometimes the most feasible option. Taking this into account, along with the fact that the stabilization methods used are to be determined between the Village and the Community, V3 has included Exhibit 4 in this report. Exhibit 4 shows the cost for both stabilization methods for each medium and high priority section and splits the largest section (section 4) into three separate parts. This is so that the Village and Community can pick and choose specific pond sections to address based on what makes the most sense financially and for the wellbeing of the pond.

It should be noted, however, that breaking up a project like this into smaller phases over the course of multiple years comes with the risk of increased construction prices. The estimated prices shown in this report reflect approximate construction costs for the work being performed during the summer and early fall of 2024. It is highly unlikely that the prices shown in this report will be representative of construction costs after that time. For future phases a 10% escalation per year would be a reasonable starting point for anticipated future costs, but there is no guarantee that future prices will follow that trend. Breaking up the project into smaller phases can also increase the overall cost due to the inclusion of recurrent construction costs, the most apparent of which being mobilization and demobilization fees. While mobilization and demobilization fees may not be a large contributing factor to the overall cost of an individual project, accounting for those fees multiple times for the same project can add up.



1.0

2205 Lakes Avenue
Woodridge, IL 60517
www.v-e.com

DETENTION BASIN EROSION ASSESSMENT

OAK HILL

NORTH AURORA

ILLINOIS

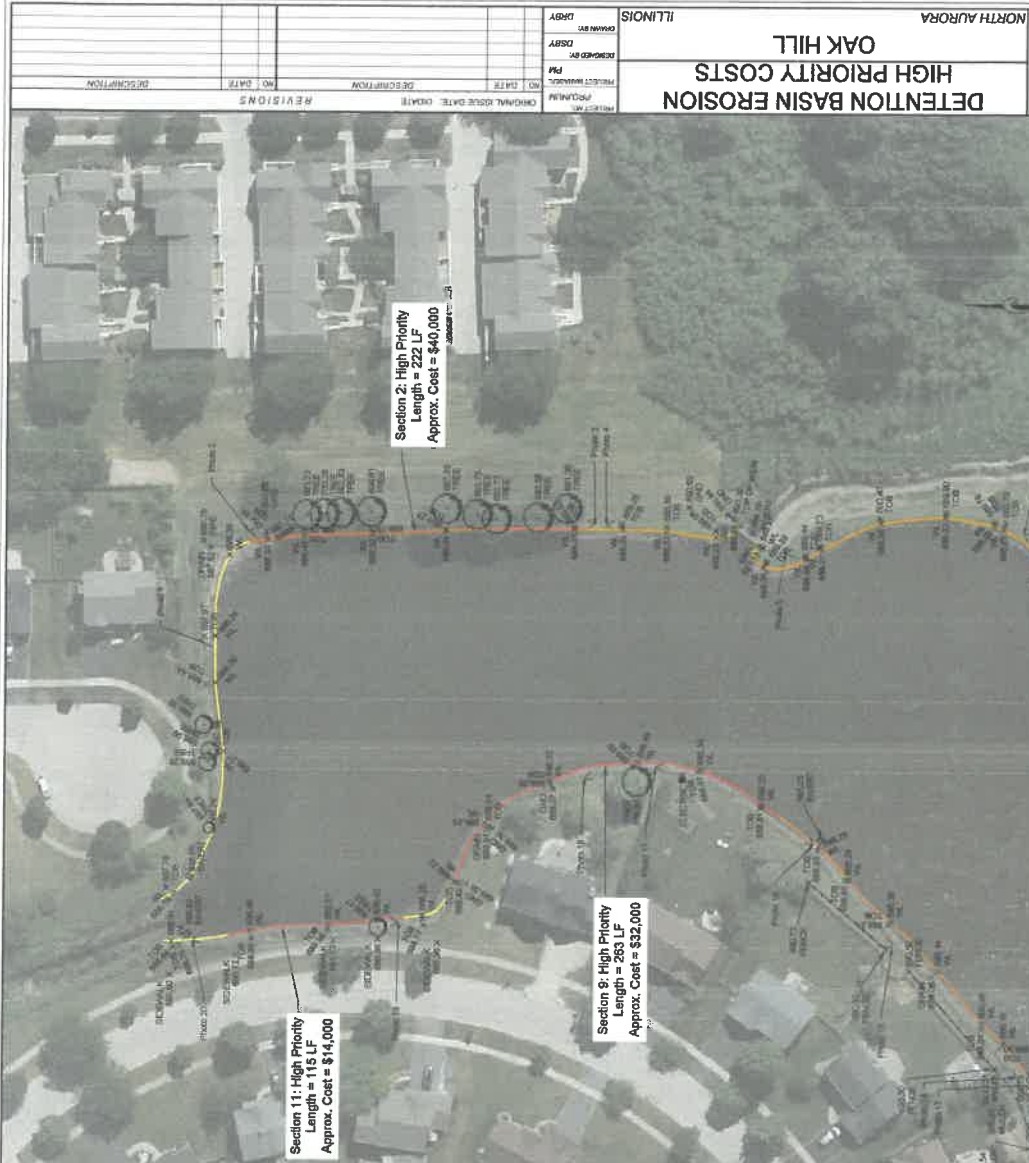
NO.	DATE	PROJECT ADDRESS	PROJECT NAME	NO. DATE	DESCRIPTION	REVISIONS



LEGEND

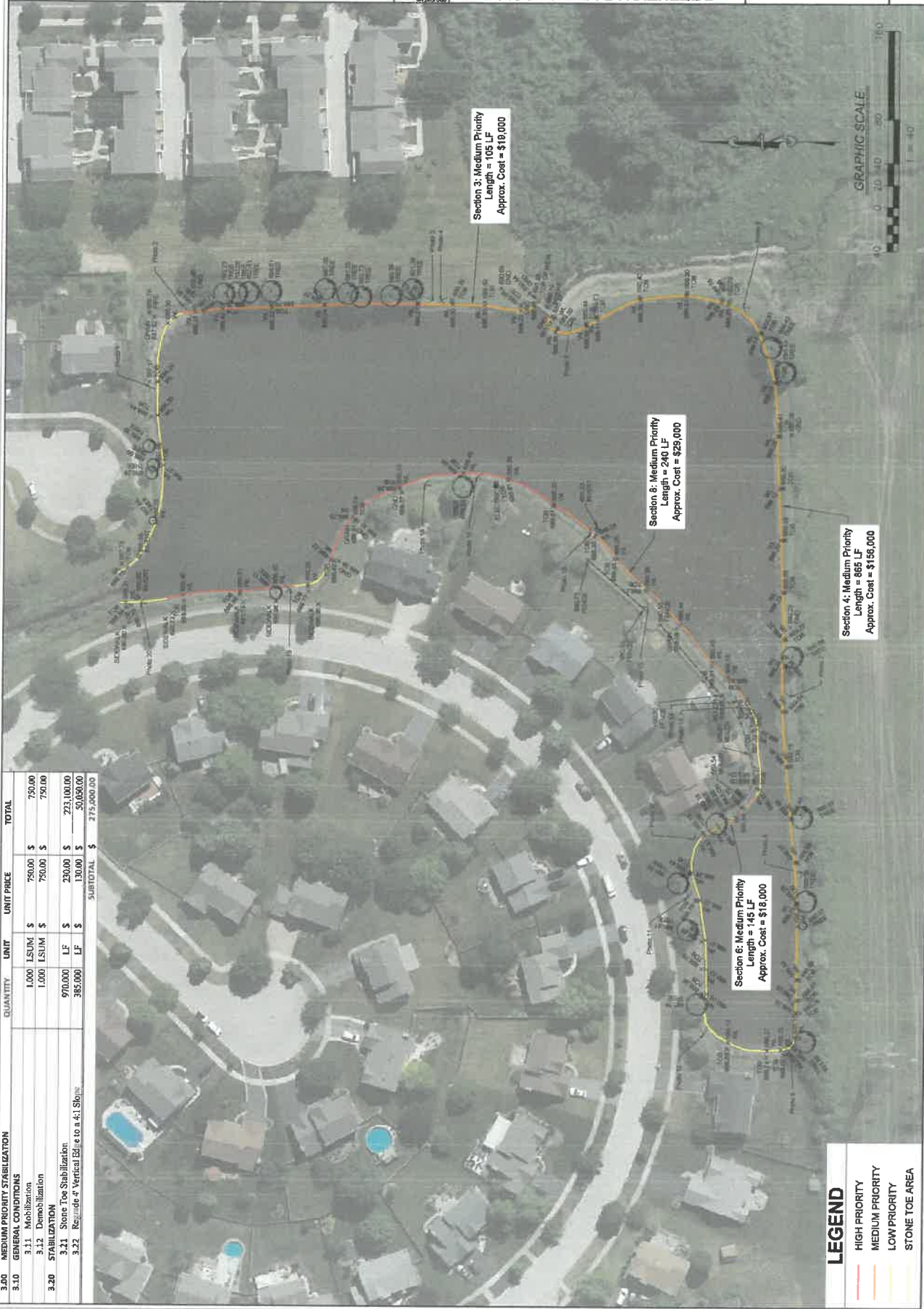
- HIGH PRIORITY
- MEDIUM PRIORITY
- LOW PRIORITY
- STONE TOE AREA

QUANTITY	UNIT	UNIT PRICE	TOTAL
2.00 HIGH PRIORITY STABILIZATION			
2.10 GENERAL CONDITIONS			
2.11 Mobilization	LSUM	\$ 750.00	\$ 750.00
2.12 Demobilization	LSUM	\$ 750.00	\$ 750.00
2.20 STABILIZATION			
2.21 Stone Toe Stabilization	LF	\$ 230.00	\$ 51,060.00
2.22 Reinforced Vertical Edge to 4:1 Slope	LF	\$ 130.00	\$ 49,140.00
	SUBTOTAL		\$ 102,000.00



N:\PROJECTS\1539.1338\1539.1338\GIS\PROJECT_CADD\DRAWING\2.00%20HIGH%20PRIORITY%20COSTS.dwg

3.00	MEDIUM PRIORITY STABILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3.10	GENERAL CONDITIONS				
3.11	Mobilization	1,000	LSUM	\$ 750.00	\$ 750,000
3.12	Demobilization	1,000	LSUM	\$ 750.00	\$ 750,000
3.20	STABILIZATION				
3.21	Stone Toe Stabilization:	970,000	LF	\$ 230.00	\$ 223,100.00
3.22	Regrade of Vertical Edge to a 4:1 Slope:	385,000	LF	\$ 130.00	\$ 50,050.00
			SUBTOTAL	\$	2,753,000.00

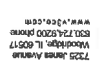


LEGEND

- HIGH PRIORITY
- MEDIUM PRIORITY
- LOW PRIORITY
- STONE TOE AREA



DRAWING NO. **3.0**



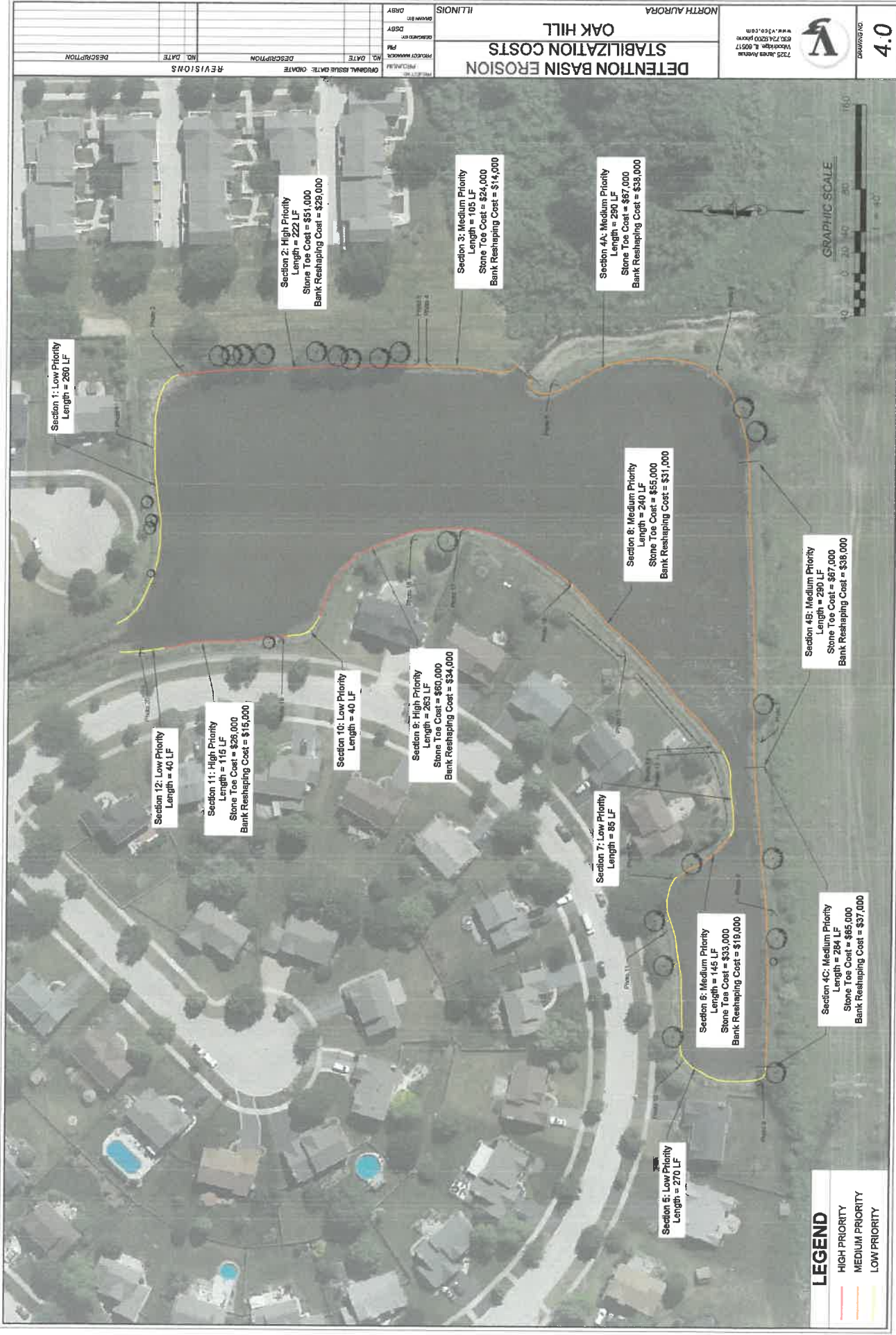
7235 Lines Avenue
Metairie, LA 70002
www.7235.com

**DETENTION BASIN EROSION
MEDIUM PRIORITY COSTS
OAK HILL**

NORTH AURORA

ILLINOIS

PROJECT NO.	PROJECT ADDRESS	PROJECT NAME	ISSUE DATE	DATE	REVISIONS
OSBY	OSBY	OSBY			
DATE	DATE	DATE	DATE	DATE	DATE



LEGEND

— HIGH PRIORITY (Red line)

— MEDIUM PRIORITY (Orange line)

— LOW PRIORITY (Yellow line)

Section 1: Low Priority
Length = 280 LF

Section 2: High Priority
Length = 222 LF
Stone Toe Cost = \$51,000
Bank Reshaping Cost = \$28,000

Section 3: Medium Priority
Length = 705 LF
Stone Toe Cost = \$24,000
Bank Reshaping Cost = \$14,000

Section 4A: Medium Priority
Length = 200 LF
Stone Toe Cost = \$67,000
Bank Reshaping Cost = \$38,000

Section 5: Medium Priority
Length = 240 LF
Stone Toe Cost = \$55,000
Bank Reshaping Cost = \$31,000

Section 4B: Medium Priority
Length = 290 LF
Stone Toe Cost = \$67,000
Bank Reshaping Cost = \$38,000

Section 8: Medium Priority
Length = 265 LF
Stone Toe Cost = \$60,000
Bank Reshaping Cost = \$34,000

Section 12: Low Priority
Length = 40 LF

Section 11: High Priority
Length = 115 LF
Stone Toe Cost = \$26,000
Bank Reshaping Cost = \$15,000

Section 10: Low Priority
Length = 40 LF

Section 9: High Priority
Length = 265 LF
Stone Toe Cost = \$60,000
Bank Reshaping Cost = \$34,000

Section 7: Low Priority
Length = 85 LF

Section 6: Medium Priority
Length = 145 LF
Stone Toe Cost = \$33,000
Bank Reshaping Cost = \$19,000

Section 4C: Medium Priority
Length = 284 LF
Stone Toe Cost = \$65,000
Bank Reshaping Cost = \$37,000

Section 6: Low Priority
Length = 270 LF



7205 Jena Avenue
Woodstock, IL 60517
(815) 463-8000
www.veco.com

4.0

DETENTION BASIN EROSION STABILIZATION COSTS

OAK HILL

NORTH AURORA

ILLINOIS

PROJECT NO.	PROJECT NAME	PROJECT LOCATION	NO. DATE	DESCRIPTION	MO. DATE	REVISIONS
DRAWN BY						
CHECKED BY						
DATE						

Oak Hill Detention Basin Inspection Photos – 04/19/2024



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



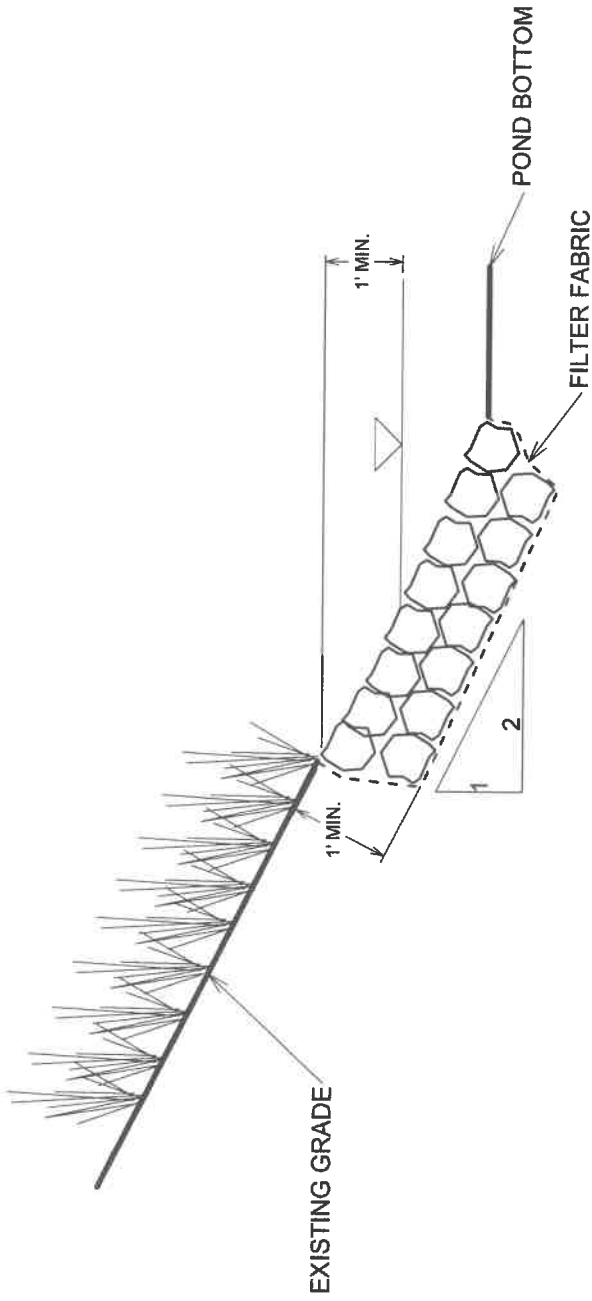
Photo 18



Photo 19



Photo 20



NOTES:

1. RIPRAP TO BE PLACED AT TOE OF SLOPE FROM BOTTOM OF BANK TO 1' ABOVE NORMAL WATER LEVEL.
2. ROCK SHALL BE A RR 4 RIPRAP AND SHALL COMPLY WITH SECTION 281 AND 1005 OF ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
3. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITION AT THE UPSTREAM END OF THE AREA BEING DISTURBED TO MINIMIZE POTENTIAL OF FUTURE SCOUR. STONE TOE SHALL BE CONSTRUCTED AT A 2:1 SLOPE.

STONE TOE



U.S. Companies
 7305
 Woodridge, IL 60517
 815.724.9200 phone
 815.724.9202 fax
 www.v&s.com



**STONE TOE PROTECTION
 DETAIL**

OAK HILL

ILLINOIS

NORTH AURORA

REGRADE SLOPE TO BLEND SMOOTHLY INTO PROPOSED GRADE. PREPARE GRADE TO RECEIVE SEED AND TEMPORARY EROSION CONTROL BLANKET TO LIMIT OF GRADED AREA. FASTEN BLANKET IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

4 OR MORE STAPLES PER SQUARE YARD OF EROSION CONTROL BLANKET

EXISTING GRADE

CUT AREA

RESTORE ALL DISTURBED UPSLOPE AREAS USING STABILIZATION SEED MIX AND TEMPORARY EROSION CONTROL BLANKET.

CUT SLOPE BACK AT 4:1 MAXIMUM SLOPE

OVEREXCAVATE AND INSTALL 6-INCHES OF TOPSOIL ALONG SLOPE FOR PLANTING MEDIUM

NORMAL WATER

BANK RESHAPING



DETAILS.DWG - 02/02/04 4:58 PM

BANK RESHAPING DETAIL

ILLINOIS

OAK HILL

NORTH AURORA

V8 Companies
730 Woodridge, IL 60557
630.724.9200 phone
630.724.9202 fax
www.v8co.com



U.S. GEOLOGICAL SURVEY, 1225 NATIONAL AVENUE, RESTON, VA 20192

Client: Village of North Aurora - Brandon Tonarelli, PE
 25 East State Street
 North Aurora, IL 60542
Phone: (331) 385-6432

Job Name: Bank Stabilization
 North Aurora, IL
Date of Plans: N / A
Revision Date: N / A
Date of Estimate: 8/19/2024

CONCEPTUAL CONSTRUCTION COSTS FOR PLANNING PURPOSES

REGRADE 4' VERTICAL EDGE TO A 4:1 SLOPE

SCOPE ITEMS INCLUDED IN LINEAR FOOT COST:	
EXCAVATION, EROSION CNTRL & RESTORATION	
1.11	Silt Fence Installation (Standard - No Wire)
1.12	Silt Fence Removal
1.13	Excavation to Disposal (Off-Site)
1.14	Topsoil Furnish & Place
1.15	Restoration (3SY / LF)
1.16	Seed & Blanket (Broad Spectrum Seed Mix)
1.17	Tree Clearing
Approximate Per Lineal Foot Cost: \$ 130.00	

This Engineers opinion of probable construction cost (EOPCC) is based on the attached a sketch by V3 Companies Ltd. Since V3 Companies, Ltd. has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, this EOPCC is made based on V3 Companies, Ltd.'s best judgment as an experienced and qualified professional engineer, familiar with the construction industry; however, V3 Companies, Ltd. cannot and does not guarantee that proposals, bids or actual construction costs will not vary from any EOPCC prepared by V3.

Client: Village of North Aurora - Brandon Tonarelli, PE
 25 East State Street
 North Aurora, IL 60542
Phone: (331) 385-6432

Job Name: Bank Stabilization
 North Aurora, IL
Date of Plans: N / A
Revision Date: N / A
Date of Estimate: 8/19/2024

CONCEPTUAL CONSTRUCTION COSTS FOR PLANNING PURPOSES
STONE TOE STABILIZATION

SCOPE ITEMS INCLUDED IN LINEAR FOOT COST:	
EXCAVATION, EROSION CNTRL & RESTORATION	
2.11	Silt Fence Installation (Standard - No Wire)
2.12	Silt Fence Removal
2.13	Excavation to Disposal (Off-Site)
2.14	Restoration (3SY / LF)
2.15	Seed & Blanket (Broad Spectrum Seed Mix)
2.16	Tree Clearing
2.17	Supply Pulverized Topsoil
2.18	Supply Cobble Toe Material
Approximate Per Lineal Foot Cost: \$	
230.00	

This Engineers opinion of probable construction cost (EOPCC) is based on the attached a sketch by V3 Companies Ltd. Since V3 Companies, Ltd. has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, this EOPCC is made based on V3 Companies, Ltd.'s best judgment as an experienced and qualified professional engineer, familiar with the construction industry; however, V3 Companies, Ltd. cannot and does not guarantee that proposals, bids or actual construction costs will not vary from any EOPCC prepared by V3.

Example Stabilization Methods



Photo 1: Pond erosion before stone toe stabilization.



Photo 2: Stone toe stabilization.

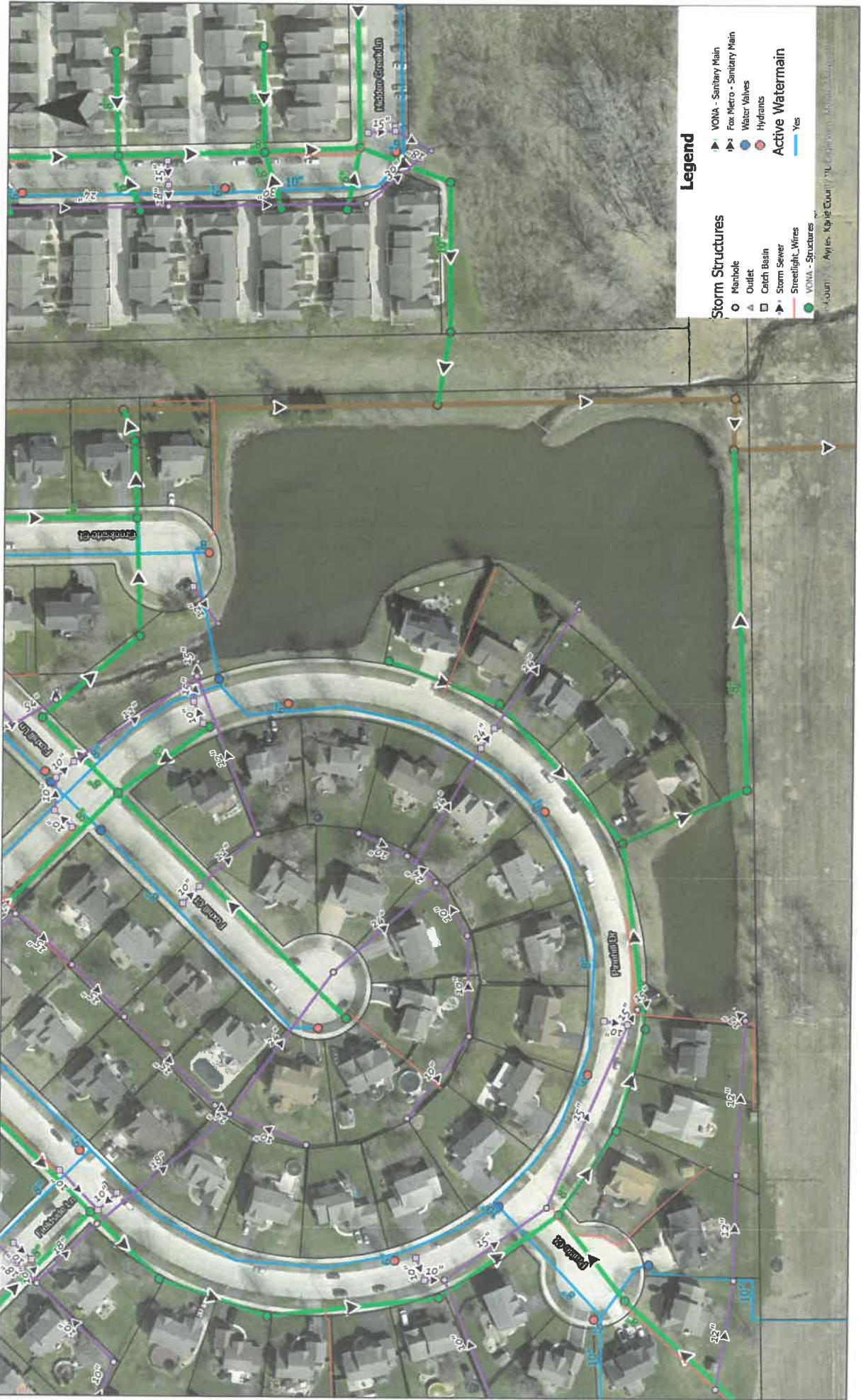


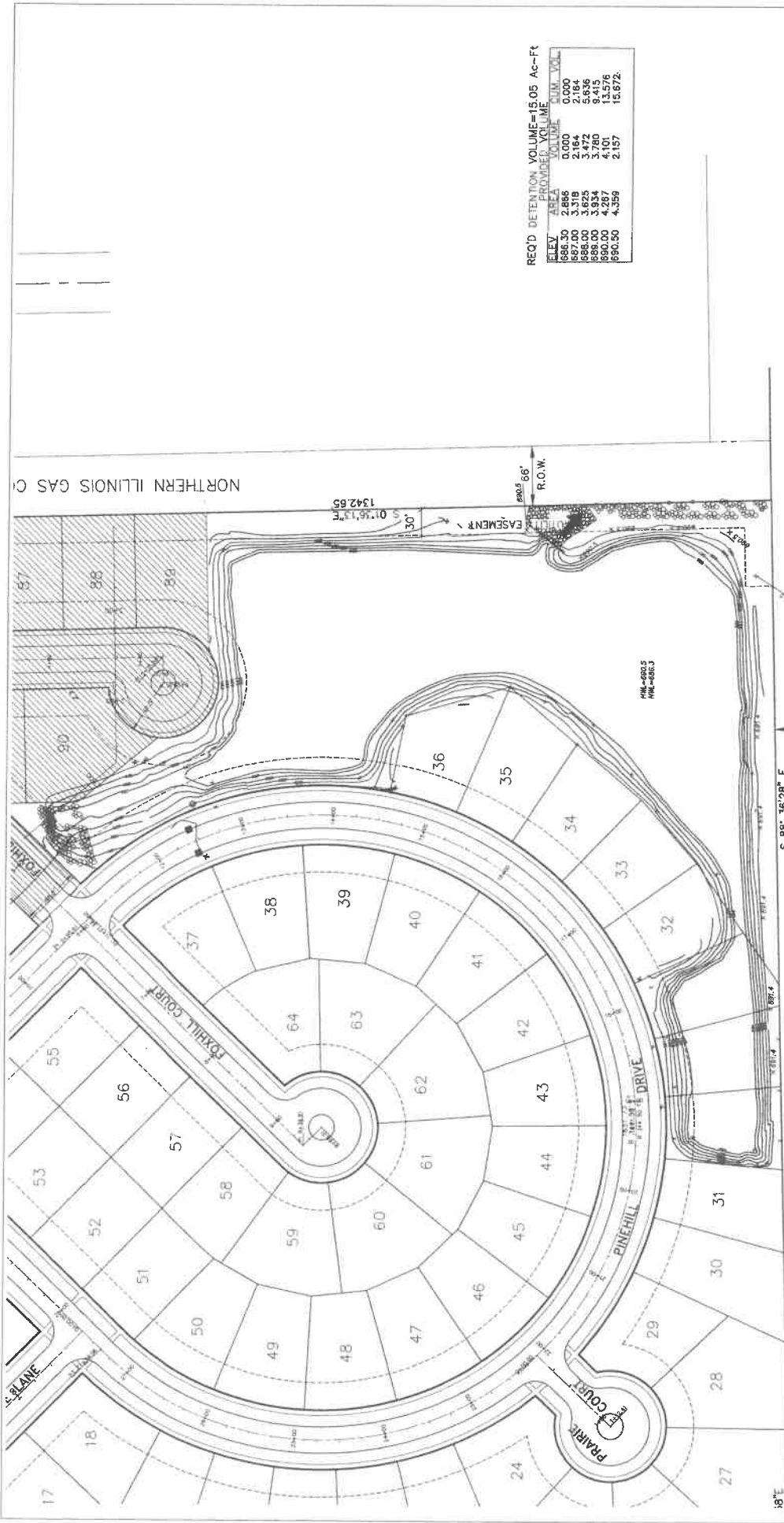
Photo 3: Pond erosion before stone toe stabilization.



Photo 4: Stone toe stabilization.

VILLAGE OF NORTH AURORA UTILITIES

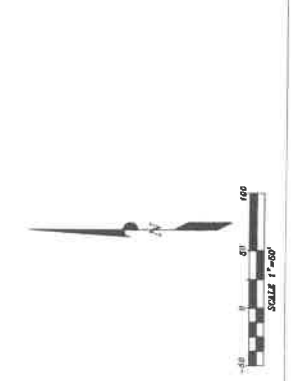




REQ'D DETENTION VOLUME=15.05 Ac-Ft

ELEV.	AREA	PROVIDED VOLUME	CUM. VOL.
866.00	2.886	2.886	2.886
867.00	3.319	6.205	6.205
868.00	3.625	9.830	9.830
869.00	3.934	13.764	13.764
870.00	4.287	18.051	18.051
871.00	4.598	22.649	22.649

SEBERT ENGINEERS INC.
 PROPERTY CONCEPTS, INC.
 DETENTION BASIN RECORD DRAWING
 OAK HILL
 7 OF 23



COMMONWEALTH EDISON RIGHT OF WAY

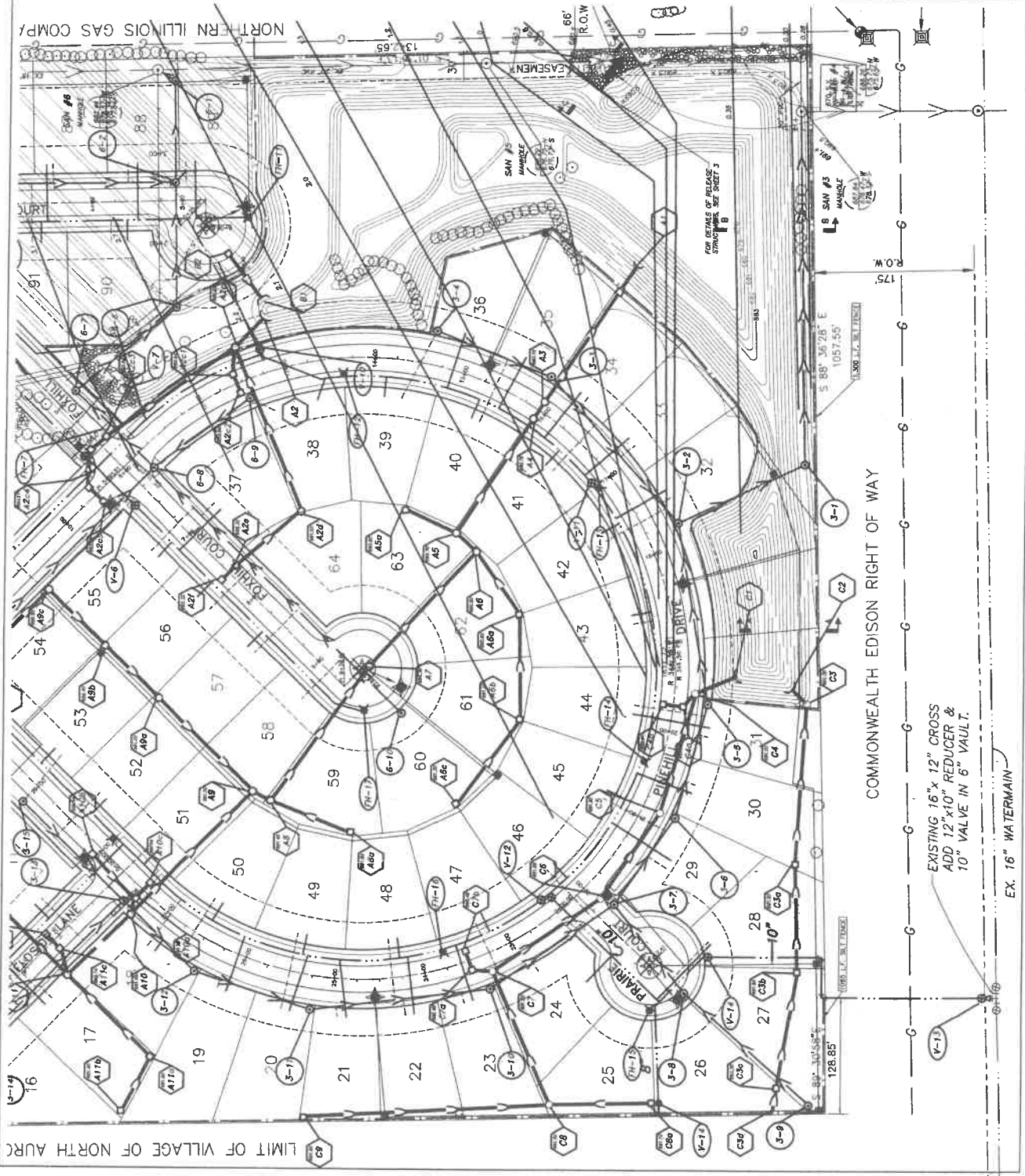
S 88° 36' 28" E
1057.55'

R.O.W. 175'

1342.65'

EASEMENT 66'

R.O.W.



EXISTING 16" x 12" CROSS
 ADD 12" x 10" REDUCER &
 10" VALVE IN 6" VAULT.
 EX. 16" WATERMAIN

COMMONWEALTH EDISON RIGHT OF WAY

DATE: 11-01-06	REV: 1	DESCRIPTION	DATE	BY
F PER REVIEW BY PAIR & VILLAGE	11-01-06	EAS		
E AS PER VILLAGE REVIEW & FOX METRO REVIEW	10-11-06	EAS		
B AS PER VILLAGE REVIEW	08-28-06	EAS		
A AS PER VILLAGE REVIEW	08-11-06	EAS		

PROJECT: 4462012, 4462011, 4462012, 4462013	CAD #: 4462-012
PROPERTY: PROPERTY CONCEPTS, INC.	2877 ROUTE 34
ADDRESS: OAK HILL OF NORTH AURORA SUBDIVISION	CHICAGO, ILLINOIS 60403
PROJECT: PARTIAL UTILITY PLAN	(SOUTH)
DATE: 11-01-06	9 OF 23
SCALE: 1"=30'	F

SIEBERT ENGINEERS INC.
 300 S. MADISON ST. SUITE 201
 CHICAGO, ILLINOIS 60606
 TEL: 312.467.8800
 FAX: 312.467.8801
 WWW.SIEBERTENGINEERS.COM

Contract for Oak Hill Detention Basin Restoration Project (Design/Build)

THIS AGREEMENT made and concluded this 2nd day of December 2024, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Semper Fi Landscaping, Inc. an Illinois Corporation (hereinafter referred to as “Contractor”) for **Oak Hill Detention Basin Restoration Project**.

WHEREAS, the Village did a solicited for proposals for the Oak Hill Detention Basin Restoration Project services (hereinafter “Services”) and provided specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Specifications”); and

WHEREAS, Contractor submitted a proposal for the Services in the amount of **FOUR HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED AND 00/100 (\$437,600.00)** for the High and Medium Priority Areas in response to the request for proposals solicited by the Village, a copy of which is attached hereto and incorporated herein.

WHEREAS, the Contractor’s proposal was determined to be in the best interest of the Village and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **December 2, 2024**.

NOW THEREFORE, in consideration of **FOUR HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED AND 00/100 (\$437,600.00)** for the High and Medium Priority Areas to be paid by the Village to the Contractor as follows for work described by the Specifications for the Oak Hill Detention Basin Restoration Project, the parties hereto agree, and covenant as follows:

1. The Village and the Contractor agree the Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.

2. The Contractor shall fulfill all the Services in keeping with the Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

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

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

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

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

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

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

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

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

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

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

[signatures to follow]

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

Village of North Aurora

By: Mark Gaffino, Village President

Semper Fi Landscaping, Inc.

Signature

Printed Name, Title

<https://northauroraillinois.sharepoint.com/sites/PublicWorks/Shared Documents/General/public works/07 Stormwater/Oak Hill Pond Stabilization/RFP/Oak Hill Pond Design Build Contract.docx>

Memorandum



To: Village President and Village Board of Trustees

From: Steven Bosco, Village Administrator

Date: 11-21-24

Re: IUOE Local 150 (Public Works) Contract

The Public Works' employees collectively bargained 3-year contract (represented by the International Union of Operating Engineers Local 150 or IUOE Local 150) expired on May 31st. Though a four-year agreement was discussed during the negotiations, the newly proposed agreement is for a three-year term that will be effective retro-active regarding pay to June 1, 2024, and will expire on May 31, 2027.

Attached is a resolution and newly proposed three-year collective bargaining agreement between the Village and IUOE Local 150.



RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF NORTH AURORA AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION**

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

SECTION ONE: The Agreement dated _____, 2024, between the Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of North Aurora.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and 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

Mark Gaffino, Village President

ATTEST:

Village Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEES DIVISION**

AND

Village of North Aurora

June 1, 2024 THROUGH May 31, 2027

TABLE OF CONTENTS

PREAMBLE	1
AGREEMENT	1
ARTICLE I RECOGNITION	1
SECTION 1.1: RECOGNITION	1
SECTION 1.2: NEW CLASSIFICATIONS	2
ARTICLE II MANAGEMENT RIGHTS/UNION RIGHTS	2
SECTION 2.1:	2
SECTION 2.2:	2
SECTION 2.3:	3
SECTION 2.4: UNION ACTIVITY DURING WORKING HOURS	3
SECTION 2.5: TIME OFF FOR UNION ACTIVITIES	4
SECTION 2.6: UNION BULLETIN BOARD	4
ARTICLE III UNION DUES/FAIR SHARE CHECKOFF	5
SECTION 3.1: DEDUCTIONS	5
SECTION 3.2: HOLD HARMLESS	5
ARTICLE IV	6
HOURS OF WORK AND OVERTIME	6
SECTION 4.1: WORKDAY AND WORKWEEK	6
SECTION 4.2: LUNCH/REST PERIODS	6
SECTION 4.3: MANDATORY REST PERIOD	7
SECTION 4.4: MEAL ALLOWANCE	7
SECTION 4.6: OVERTIME DISTRIBUTION	9
SECTION 4.7: CALLBACK	10
SECTION 4.8: COMPENSATORY TIME OFF	10
SECTION 4.9: ON-CALL/CALLOUT PROCEDURE	10
ARTICLE V SENIORITY	12
SECTION 5.1: SENIORITY DEFINED	12
SECTION 5.2: BREAKS IN CONTINUOUS SERVICE	12
SECTION 5.3: SENIORITY LIST	13
SECTION 5.4: PROBATIONARY EMPLOYEES	13
ARTICLE VI LAYOFF AND RECALL	13
SECTION 6.1: DEFINITION AND NOTICE	13
SECTION 6.2: GENERAL PROCEDURES	14
SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES	14
ARTICLE VII DISCIPLINARY PROCEDURES	14
SECTION 7.1: EMPLOYEE DISCIPLINE	14
SECTION 7.2: RIGHT TO REPRESENTATION	15
ARTICLE VIII GRIEVANCE PROCEDURE	16
SECTION 8.1: GRIEVANCE DEFINED	16
SECTION 8.2: PROCESSING OF GRIEVANCE	16
SECTION 8.3: GRIEVANCE STEPS	16
SECTION 8.4: GRIEVANCE FORMS	18
SECTION 8.5: SETTLEMENTS AND TIME LIMITS	19
SECTION 8.6: UNION STEWARDS	19

ARTICLE IX HOLIDAYS	19
SECTION 9.1: GENERAL INFORMATION	19
SECTION 9.2: SPECIFIC APPLICATIONS	20
SECTION 9.3: HOLIDAY PAY	20
SECTION 9.4: PERSONAL DAYS	20
SECTION 9.5: SAFETY INCENTIVE DAY	21
ARTICLE X VACATIONS.....	21
SECTION 10.1: VACATION ACCRUAL	21
SECTION 10.2: VACATION USAGE	21
SECTION 10.3: ACCUMULATED VACATION AT SEPARATION	22
ARTICLE XI SICK LEAVE	23
SECTION 11.1: SICK LEAVE ACCRUAL	23
SECTION 11.2: SICK LEAVE USE	23
SECTION 11.3: PENSION BENEFIT AT RETIREMENT	23
ARTICLE XII LEAVES OF ABSENCE	24
SECTION 12.1: DISABILITY LEAVE	24
SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE	24
SECTION 12.3: FUNERAL LEAVE	24
SECTION 12.4: FAMILY AND MEDICAL LEAVE	24
SECTION 12.5: JURY DUTY LEAVE	25
SECTION 12.6: MILITARY LEAVE	25
ARTICLE XIII.....	25
MEDICAL/HOSPITALIZATION/DENTAL INSURANCE.....	25
ARTICLE XIV EMPLOYEE TRAINING AND EDUCATION.....	25
SECTION 14.1: COMPENSATION	25
SECTION 14.2: CDL LICENSE	26
SECTION 14.3: EDUCATIONAL INCENTIVE	26
SECTION 14.4: CERTIFICATION INCENTIVE	26
SECTION 14.5: IUOE LOCAL 150 TRAINING SITE	26
ARTICLE XV SAFETY.....	26
SECTION 15.1: COMPLIANCE WITH LAWS	26
SECTION 15.2: UNSAFE CONDITIONS	27
ARTICLE XVI LABOR-MANAGEMENT MEETINGS.....	27
SECTION 16.1: LABOR-MANAGEMENT CONFERENCES	27
SECTION 16.2: PURPOSE	27
ARTICLE XVII NO SUBCONTRACTING	28
ARTICLE XVIII UNIFORMS AND EQUIPMENT	28
SECTION 18.1: UNIFORMS/BOOTS	28
SECTION 18.2: PROTECTIVE CLOTHING	29
SECTION 18.3: PRESCRIPTION SAFETY GLASSES	29
ARTICLE XIX PERSONNEL RECORDS	29
SECTION 19.1: PERSONNEL RECORDS	29
SECTION 19.2: RIGHT OF INSPECTION AND COPIES	29
SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS	29
ARTICLE XX NON-DISCRIMINATION.....	30
SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION	30

SECTION 20.2: UNION ACTIVITY	30
ARTICLE XXI NO STRIKE / NO LOCKOUT	30
SECTION 21.1: NO STRIKE	30
SECTION 21.2: NO LOCKOUT.....	31
ARTICLE XXIII WAGES	31
SECTION 23.1: WAGE RATES	31
SECTION 23.2: TEMPORARY ASSIGNMENT PAY.....	33
ARTICLE XXIV DRUG AND ALCOHOL POLICY	33
ARTICLE XXV	33
FILLING OF VACANCIES	33
SECTION 25.1: POSTING	33
SECTION 25.2: FILLING OF VACANCIES.....	34
ARTICLE XXVI.....	34
SAVINGS CLAUSE.....	34
ARTICLE XXVII TERMINATION.....	34
APPENDIX A.....	1

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”) and Village of North Aurora, Illinois, (hereinafter referred to as the “Employer”), on behalf of certain employees described in Article I.

ARTICLE I **RECOGNITION**

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED**

Employees in the classifications of Public Works Laborer, Water Department Laborer, Foreman, Mechanic and Lead Water Plant Operator employed by the Village of North Aurora.

****EXCLUDED**

All sworn peace officers; elected officials of the Village of North Aurora; all supervisory, managerial or confidential employees within the meaning of the Act employed by the Village of North Aurora; all other employees of the Village of North Aurora.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II
MANAGEMENT RIGHTS/UNION RIGHTS

SECTION 2.1:

All rights, powers, functions, and authority which the Employer had prior to the signing of this Agreement are retained by the Employer except as those rights, powers, functions or authority are expressly and specifically abridged, modified, or limited by this Agreement.

SECTION 2.2:

The rights which are vested exclusively in the Employer, except as abridged by an express and specific provision of this Agreement as interpreted in accord with the Grievance Procedure in Article I, include, but are not limited to, the right: to determine the organization and operations;

to determine and change the purpose, composition, and function of any and each of its departments; to set standards for the service to be offered to the public; to direct the employees, including the right to assign work and overtime (including assigning employees to different jobs as needed to insure maximum mobility of employees and efficiency of operations); to introduce new and improved methods or facilities or to change existing methods or facilities; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or for economic reasons; to subcontract work for the following reason(s): excess service requirements, technical or technological reasons, lack or condition of equipment or qualified employees, or economics; to establish or modify work schedule, and to determine the number of specific hours worked; to establish, modify, combine or eliminate job positions or classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to determine and manage all matter which the Employer is not required to bargain in accord with the Act.

SECTION 2.3:

None of the foregoing shall be used in violations of any of the express provisions of this Agreement.

SECTION 2.4: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and

obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

After providing notice to the Superintendent of the Public Works Department or Superintendent of Water Operations, or his or her designee, via cellular telephone, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule. Meetings between any management official and the Union will be arranged at least one week in advance.

SECTION 2.5: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed up to three (3) days off, without pay, for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.6: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board of suitable size a space allows at each work location. The board shall be for the sole and exclusive use of the Union. Items or information posted shall not be political, partisan, defamatory or inflammatory in nature. Items or information posed shall not contain anything reflecting negatively upon the Employer or any of its employees.

ARTICLE III
UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs;
- (C) Voluntary Fair Share Payments.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV
HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

The workday for bargaining unit employees is from 7:00 a.m. to 3:30 p.m. Monday through Friday. The Employer may fix and/or change the schedule of hours consistent with its goal to best serve the public needs, provided that the change in the workday or workweek is bargaining unit wide. Absent an emergency, the Employer shall provide no less than 14 calendar days advance notice of such changes in an employee's regular schedule to the Union and shall offer the Union an opportunity to bargain over the issue. The Village will not change an employee's work schedule if the purpose of such change is to diminish overtime opportunities. No change will result in a reduction of the normal work hours of eight (8) or forty (40) hours per week, Monday through Friday.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees scheduled to work eight (8) hours or more shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees may choose to combine the two (2) fifteen (15) minute paid breaks into one (1) thirty (30) minute paid break to be taken in the first half of the work day, upon approval of the Superintendent of Public Works or his/her designee.
- (B) Employees shall be granted a one half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, and his or her foreman grants prior approval per the status quo, employees shall be allowed to leave work forty-five (45) minutes early, or shall be compensated at the appropriate rate of overtime.

- (C) When the heat index is 90 degrees or more, the Employer will provide water and rest periods consistent with OSHA standards for working in hot weather and when the weather is 32 degrees or less, the Employer will provide water and rest periods consistent with OSHA standards for working in cold weather.

SECTION 4.3: MANDATORY REST PERIOD

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours rest. Should the eight (8) hour rest period fall during the employee's normal work hours, he/she may leave prior to the end of their normal working hours, with supervisor approval, and may use compensatory time, vacation time, personal time or leave without pay for the balance of the normal work hours. If the employee is sent home by the Employer prior to the end of their normal working hours, he/she shall be paid for the balance of their normal working hours. The only exceptions to this rule are in situations of emergency, as reasonably determined by the Village. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission, if in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined.

SECTION 4.4: MEAL ALLOWANCE

An employee who is required to work overtime shall be eligible for a meal or meal money reimbursement based on the following:

- (A) Every four (4) consecutive hours of non-scheduled overtime, unless otherwise directed, each employee may take a maximum of up to thirty (30) minutes for a designated mealtime.

- (B) Each employee shall be permitted to spend up to \$15.00 per meal.
- (C) Employees shall be reimbursed for meals within two weeks, based on Board approval.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal workday, as defined in Section 1 of this Article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays (observed and actual holidays), and for all hours worked on Sundays.
- (C) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.
- (D) Overtime worked that equals ten (10) or more hours, whether paid at a straight time or overtime rate of pay, shall be issued in a separate check if so requested by the employee.
- (E) In the event that the Water Division Superintendent chooses to delegate and designate, at his/her discretion, a qualified employee to be responsible for remote periodic monitoring and operating of the Village's SCADA systems during non-regular working hours, the compensation will be one (1) hour of overtime (or double time if appropriate on a holiday) per day that the task is assigned.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency and snow situations, unless the employee has received previous authorization or a bona fide reason exists for refusal.

Part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable (due to an excused or unexcused absence), the employer may work part-time, temporary, seasonal or other non-bargaining unit personnel on said overtime without violating the Agreement.

Supervisory personnel shall be permitted to perform work within the bargaining unit under the following circumstances only:

- (a) When giving instruction or training;
- (b) In order to overcome an emergency or unforeseen circumstance, provided that bargaining unit employees are immediately called in to perform the work once they arrive.

If the Employer assigns an employee to perform a classification other than the employee's regular classification, the employee shall receive the higher of the employee's regular rate of pay or the rate of the job for the other classification.

SECTION 4.7: CALLBACK

A “callback” is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hour, as defined in Section 1 of this Article. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. A call back shall commence at the time the employee is called. The employee is expected to respond promptly and without delay. It is expressly agreed that the employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours.

SECTION 4.8: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in one hour increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than a rolling one hundred (100) hours of compensatory time.

SECTION 4.9: ON-CALL/CALLOUT PROCEDURE

On-Call Procedure

Village employees shall utilize the following on-call procedures:

- a. The Village Dispatch will initiate the on-call procedures by contacting the Street Division employee on-call pursuant to the rotation list.
- b. If the Street Division employee determines that the call involves an emergency Water Division issue, an emergency is defined as a hazardous condition that has the potential to effect persons or property, the Street Division employee will attempt to fix the problem. If the employee cannot resolve the emergency water issues or

the issues is determined to be a non-emergency water issue, the on-call employee shall contact the on-call Water Division employee.

Management and/or the on-call employee retains the discretion to call in the closest employee available to isolate and/or mitigate the emergency. The on-call or on rotation employee shall still be called in to assist with the issue, unless it is decided that the call out requires no further action upon arrival.

- c. During a call out, the responding employee shall attempt to address all issues within their capabilities regardless of Division.
- d. An on-call employee whom becomes unable to fulfill his/her status as on-call employee may find an alternate to cover his duty. The alternate on-call employee shall receive the on-call pay for the time he/she has been on-call. On-call employees who do not find alternative coverage are required to answer their telephones and respond to the call out as soon as practical and reasonable.
- e. The Street Division and Water Division On-Call schedule shall consist of a rotation to be determined by the members of the bargaining unit. The Union shall provide the rotation list, and any amendments thereto that may be made by the Union, to the Assistant Public Works Director or his/her designee.
- f. Holiday compensation shall be in accordance with the terms of the Agreement. However, employees who are assigned on-call during a week with a holiday shall receive an additional three (3) hours of on-call pay per holiday. In addition to receiving eight (8) hours of holiday pay pursuant to Section 9.3 of Agreement, Water Division employees shall be entitled to 2.75 hours of compensation for reading duties on a holiday that falls Monday through Friday.

1. Street Division On-call

- a. Street Division employees shall be compensated eleven (11) hours per week to be on-call, but will no longer be responsible for weekend or holiday reading of wells or checking the water treatment plants.

2. Water Division On-Call

- a. The Water Division employee on call shall be compensated seven (7) hours of straight time per week (the seven (7) hours is broken down to reflect employees receiving two (2) hours of overtime pay on Saturday and two (2) hours of double time pay on Sunday) for responding to alarms, reading wells, and making minor adjustments during reads while on call.
- b. Water Division employees on call shall also be responsible for reading the wells, responding to alarms, and checking the water treatment plant on holidays that falls on any weekday during the week subsequent to their on-call rotation
- c. Assignments of work beyond reading and adjusting wells while on-call shall be compensated pursuant to the overtime provisions in the Article IV of the Agreement.

ARTICLE V
SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for

three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a seniority list for the bargaining unit showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. Any probationary period can be extended by a period of up to three (3) months.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI
LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

The Village of North Aurora in its reasonable discretion shall determine whether layoffs are necessary and shall determine which classifications will be subject to layoff. If it is determined that layoffs are necessary in any position covered by this Agreement, any temporary or part-time employees in the affected position shall be laid off first, followed by probationary employees in the affected position, and then followed by the next least senior employees in the position in reverse order of their seniority.

In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into any classification or position for which he/she is qualified, provided that he has more seniority than any other person in that classification or position. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then likewise exercise any bumping rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twenty-four (24) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII
DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Prior to actual imposition of suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline which is commensurate with the severity of the offense, up and including immediate discharge.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the Employer shall notify the employee of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union Steward or the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: PUBLIC WORKS DIRECTOR

The Union may submit a written grievance to the Department Head within seven (7) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Department Head or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Department Head shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Department Head shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP TWO: VILLAGE ADMINISTRATOR

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Village Administrator within seven (7) business days of the response in step one or

when such response was due. The Village Administrator or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator.

If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this

Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form that contains a scrivener's error, such as an incorrect date, section citation or other procedural error shall not be grounds for denial of the grievance. If a grievance is denied because of a scrivener's error, the Grievant or Union has five (5) additional days to resubmit a corrected grievance form.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by mutual agreement.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives and one (1) alternate bargaining representative shall be designated by the Union as the Stewards. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX
HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays for bargaining unit members are:

- | | |
|--------------------|------------------------|
| New Year's Day | Labor Day |
| New Year's Eve Day | Veterans Day |
| Spring Holiday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| | Christmas Day |

It is expressly agreed to by both parties that two (2) bargaining unit members shall be permitted to use accrued time off (such as vacation or personal time) for the Day after Christmas every year. The two (2) bargaining unit members will be determined by seniority for the first year and then every year thereafter on a rotating basis. The two (2) bargaining unit members may be required to work the day after Christmas if an unexpected emergency occurs.

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees.

SECTION 9.2: SPECIFIC APPLICATIONS

- (A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday, in accordance with the Village of North Aurora holiday schedule.
- (B) Paid time off to vote will be made available in accordance with State law.

SECTION 9.3: HOLIDAY PAY

All full-time employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday (actual or observed) shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

SECTION 9.4: PERSONAL DAYS

All employees shall be entitled to three (3) personal days off with pay per year. Personal days shall be given on January 1 of each calendar year. Where practicable, employees shall request permission from his/her supervisor to use a personal day as soon as practicable in advance of the personal day. Any personal days not used within the calendar year shall not be carried over to the

next calendar year. Personal days can be used in increments of four (4) hours, unless mutually agreed otherwise by the employee and Employer.

SECTION 9.5: SAFETY INCENTIVE DAY

If an employee in the bargaining unit does not suffer any recordable time off injury or at fault vehicular accident in the previous fiscal year then he shall be awarded one (1) personal day or eight (8) hours regular straight time pay at the employee’s discretion. The Village of North Aurora reserves the right, without creating precedent, to award all or some bargaining unit employees, at the Village’s sole discretion, a safety incentive day if a recordable time off injury or at fault vehicular accident occurs in the previous fiscal year.

ARTICLE X
VACATIONS

SECTION 10.1: VACATION ACCRUAL

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

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

SECTION 10.2: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee’s scheduled vacation period.
- (B) Employees may carry unused vacation time from year to year, with a maximum accumulation of one week. The Village Administrator may approve a temporary

accumulation of vacation leave greater than the Maximum Accrual, at its sole discretion based on the operation needs of the unit and Village. Such additional accrual may not exceed two (2) additional weeks of vacation leave greater than the Maximum Accrual. Employees granted a temporary accumulation of vacation leave greater than the Maximum Accrual must use enough vacation leave within a twelve (12) month period after Village Administrator approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.

- (C) New employees shall be eligible for vacation usage immediately after successfully completing their probation period.
- (D) Vacation may be used in minimum increments of thirty (30) minutes or more.
- (E) Requests for vacation time shall be made in accordance with the policy contained in the Employer's Personnel Manual. Vacation days are authorized by the Department Head on the basis of seniority recognizing that vacation schedules are subject to the workload of the Department. The scheduling of all vacation days is subject to prior approval by the Department Head or Superintendent, or his/her designee.
- (F) Employees shall be permitted to use all earned vacation time consecutively, subject to the operational needs of the Department.
- (G) The Union explicitly waives the requirements of the Illinois Paid Leave for All Worker's Act (PLFAW).

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary at his/her current rate of pay.

ARTICLE XI **SICK LEAVE**

SECTION 11.1: SICK LEAVE ACCRUAL

Employees shall accrue sick leave at the rate one (1) day per month, with a maximum accumulation of sixty (60) days. Should the Employer offer any other employee or group of employees a better sick leave buyback program, bargaining unit employees shall automatically receive the same benefit. An employee who does not use any sick days during a calendar year will be given one (1) extra day's pay during the last pay period of the year.

SECTION 11.2: SICK LEAVE USE

Sick leave may be granted in minimum one (1) hour increments for any of the reasons listed below:

- (A) Incapacitation due to illness, injury or disability.
- (B) Personal medical or dental appointments.
- (C) Family illness which requires the employee's presence. Family shall be defined as in Section 12.3.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

ARTICLE XII
LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted at the Employer's sole discretion.

SECTION 12.3: FUNERAL LEAVE

An employee will be granted funeral leave with pay based on the following schedule:

1. Funeral of spouse, child or stepchild – up to five (5) days.
2. Funeral of immediate family members except as noted in (1) above – up to three (3) days. Up to two (2) additional days may be granted for travel if distance is more than 250 miles one way.
3. Immediate family for these purposes is defined as mother, father, brother, sister, step father, step mother, grandparent, grandparent in law, grandchild, mother in law, father in law, brother in law and sister in law.
4. Funerals for aunts, uncles, nieces, nephews are limited to one (1) day.
5. Eligible employees may also take additional unpaid leave under the Family Bereavement Leave Act and the Child Extended Bereavement Act (CEBLA).

SECTION 12.4: FAMILY AND MEDICAL LEAVE

The Employer shall comply with all applicable law.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Employees will be required to turn over all checks received for jury duty.

SECTION 12.6: MILITARY LEAVE

The Employer shall comply with all applicable state and federal laws.

ARTICLE XIII
MEDICAL/HOSPITALIZATION/DENTAL INSURANCE

The Employer shall provide the same health insurance coverage at the same costs as to other non-bargaining unit Village employees.

ARTICLE XIV
EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, exclusive of travel time for which employees shall be paid at their normal straight time rate, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement shall be paid at the rate set by the IRS. Employees shall be reimbursed for meals as per past practice and procedure, pursuant to the submission of receipts. Reimbursement occurs as follows: up to ten (\$10.00) dollars for breakfast, up to fifteen (\$15.00) dollars for lunch and up to twenty (\$20.00) dollars for dinner per pay, with the submission of receipts. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging. All reimbursements made to the employee shall be paid on the pay period following Board approval of the bill listed.

SECTION 14.2: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to or who currently have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. Employees shall be permitted to renew such license during work hours without loss of pay.

SECTION 14.3: EDUCATIONAL INCENTIVE

The Employer agrees to provide the same education reimbursement benefit that is provided to non-bargaining unit employees.

SECTION 14.4: CERTIFICATION INCENTIVE

The Employer shall pay an additional .25¢ cents per hour for all non-CDL licenses or certifications required by the Village or as reasonably determined by the Village to be reasonably beneficial to the operations of the Department. Water Division employees shall receive an additional .25¢ cents per hour for each level of water license, up to and including a B license and passing the appropriate coursework, fieldwork, and a practical test of knowledge. The practical test of knowledge shall be given by the Water Division Superintendent within two (2) months of completion of the designated coursework and fieldwork.

SECTION 14.5: IUOE LOCAL 150 TRAINING SITE

The parties agree that Employees shall be entitled to use the IUOE Local 150 training site.

ARTICLE XV
SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued. In the event that the employee disagrees with the determination of the supervisor, the employee shall inform the /her of Public Works or his designee of the unsafe working condition, equipment or vehicle, who shall then have the responsibility to determine what action, if any, should be taken.

ARTICLE XVI LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within two (2) weeks of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards and affected bargaining unit employees may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances and arbitrations shall not be discussed at such meetings. Attendance at

labor management meetings shall be voluntary on the employee's part and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. In the event the meeting is scheduled during working time, designated employee representatives shall attend without loss of pay. The Union shall notify the Village in advance as to who will attend the meeting. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE XVII
NO SUBCONTRACTING

There shall be no subcontracting of work primarily performed by bargaining unit members that will result in layoff or a reduction in hours of work. The Employer retains the right to subcontract out work that has historically been subcontracted out in the past.

ARTICLE XVIII
UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS/BOOTS

The Employer shall provide six hundred dollars (\$600.00) per year for the purchase of logo and name stitched t-shirts, pants, socks, insulated socks for winter, insulated clothing, sweatshirts, and boots. The Employer will provide a starter pack of logo wear to each Employee upon hire. Current employees, employed at the time of ratification, will receive a one-time starter pack. Any stitched logo wear t-shirts and/or sweatshirts, that the Employee purchases, must be in safety orange, safety yellow, or navy blue. Employees are required to wear Village logo wear to all Village sponsored events and during working hours in which they are visible to the public. The Employer shall provide each employee with a Village approved or comparable Carhartt coat and

bib overalls every three (3) years or where there is excessive wear or damage, whichever occurs first. An employee's uniform allowance shall commence in June of each year.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed up to one hundred (\$100.00) dollars every year, for purchasing prescription safety glasses upon the employee submitting a receipt. Reimbursement will be made immediately following Village Board approval.

ARTICLE XIX
PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

Employees may request that they or their representative review their personnel records up to two times per year. Within seven (7) days of the request, personnel records shall be available during non-working hours for an employee and or his/her designee to review.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at no charge to the employee, within seven (7) business days.

SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS

All disciplinary records shall not be used for purposes of progressive discipline after twelve (12) months from occurrence, provided the conduct which led to the discipline has not recurred during that time period. The following shall not be removed from an employee's disciplinary

record: discipline resulting from discrimination, harassment, workplace violence, and any valid violation of the Drug and Alcohol Policy.

ARTICLE XX
NON-DISCRIMINATION

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on any basis protected under state or federal law. Furthermore, the Union and the Employer agree not to discriminate against any employee on the basis of his or her political affiliations and/or beliefs. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 20.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE XXI
NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike. In the event the employees strike, the Union agrees it will, within twenty-four (24) hours, provide written notification to employees in the bargaining unit that his or her activity is prohibited by this Agreement and that the Union does not support or condone the strike.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

**ARTICLE XXIII
WAGES**

SECTION 23.1: WAGE RATES

Bargaining unit personnel shall receive an annual COLA at the following rates:

June 1, 2024 – 3.75%

June 1, 2025 – 3.75%

June 1, 2026 – 3.25%

**June 1, 2024-
May 31, 2025**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$26.90	\$28.13	\$29.48	\$30.96	\$32.50	\$34.07	\$35.63	\$37.38
Water Division Laborer	\$26.90	\$28.13	\$29.48	\$30.96	\$32.50	\$34.07	\$35.63	\$37.38
Foreman	\$35.97	\$37.39	\$38.82	\$40.33	\$41.92	\$43.86	\$45.86	\$47.96
Lead Water Operator	\$35.97	\$37.39	\$38.82	\$40.33	\$41.92	\$43.86	\$45.86	\$47.96
Crew Leaders	\$31.34	\$32.76	\$34.15	\$35.64	\$37.20	\$38.97	\$40.74	\$42.67
Mechanic	\$33.71	\$35.08	\$36.49	\$37.98	\$39.56	\$41.42	\$43.31	\$45.32

**June 1, 2025-
May 31, 2026**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$27.91	\$29.18	\$30.59	\$32.12	\$33.72	\$35.35	\$36.97	\$38.78
Water Division Laborer	\$27.91	\$29.18	\$30.59	\$32.12	\$33.72	\$35.35	\$36.97	\$38.78
Foreman	\$37.32	\$38.79	\$40.28	\$41.84	\$43.49	\$45.50	\$47.58	\$49.76
Lead Water Operator	\$37.32	\$38.79	\$40.28	\$41.84	\$43.49	\$45.50	\$47.58	\$49.76
Crew Leaders	\$32.62	\$33.99	\$35.43	\$36.98	\$38.60	\$40.43	\$42.27	\$44.27
Mechanic	\$34.97	\$36.40	\$37.86	\$39.40	\$41.40	\$42.97	\$44.93	\$47.02

**June 1, 2026-
May 31, 2027**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$28.82	\$30.13	\$31.58	\$33.16	\$34.82	\$36.50	\$38.17	\$40.04
Water Division Laborer	\$28.82	\$30.13	\$31.58	\$33.16	\$34.82	\$36.50	\$38.17	\$40.04
Foreman	\$38.53	\$40.05	\$41.59	\$43.20	\$44.90	\$46.98	\$49.13	\$51.38
Lead Water Operator	\$38.53	\$40.05	\$41.59	\$43.20	\$44.90	\$46.98	\$49.13	\$51.38
Crew Leaders	\$33.68	\$35.09	\$36.58	\$38.18	\$39.85	\$41.74	\$43.64	\$45.71
Mechanic	\$36.11	\$37.58	\$39.09	\$40.68	\$42.37	\$44.37	\$46.39	\$48.55

SECTION 23.2: TEMPORARY ASSIGNMENT PAY

The Superintendent may designate a bargaining unit member to act in a supervisor capacity during his or her absence. During the designated time, an individual will receive the next highest wage scale for all hour worked in the acting capacity.

When the Water Division Superintendent is unavailable he, or his designee, shall designate a Water Division employee to act in his place. The employee designated shall receive temporary assignment pay at the next highest level of the lead water operator wage scale for all hours worked on a weekday and for all hours worked on a weekend. Should the lead water operator be designated he/she shall receive the Water Superintendents' rate of pay for the all hours worked on a weekday and for all hours worked on a weekend. The seven (7) hours of straight time pay received for reading the wells on Saturday and Sunday shall also be at the higher rate of pay.

**ARTICLE XXIV
DRUG AND ALCOHOL POLICY**

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix A, attached hereto and made a part hereof.

**ARTICLE XXV
FILLING OF VACANCIES**

SECTION 25.1: POSTING

Whenever there is a vacancy in an existing job classification or that a new bargaining unit job has been created in the bargaining unit, a notice of such vacancy, with description and/or explanation of such vacancy, shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Employer will fill those vacancies by employing the most qualified bargaining unit member who meets the qualifications for the position, or who could become qualified with a reasonable period of training.

ARTICLE XXVI **SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII **TERMINATION**

This Agreement shall be effective as of the first day of June, 2024,, and shall remain in full force and effect until the 31st day of May of 2027 , whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the

desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024, in the Village of North Aurora.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,

James M. Sweeney
President/Business Manager

Deanna M. Distasio,
Attorney

VILLAGE OF NORTH AURORA
Village President

APPENDIX A

DRUG AND ALCOHOL POLICY
(For Both CDL and Non-CDL Drivers)

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform any work if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines

2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication that may impair the employee's ability to safely perform his or her job duties and/or whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident, and:
 - a. The accident involved injury requiring medical treatment away from the scene; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical treatment away from the scene; or
 - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

- b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Bargaining unit employees are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate

set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site
 - a. Once a drug test is announced, an employee shall go directly to the collection site. If the test is being conducted post accident or for

reasonable suspicion, the employee will be transported to the collection site.

- b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.

- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. **Waived or Positive Confirmation Test**
 - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. **Alternative Test**

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. **Inability to Provide Adequate Sample**

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a

medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.

- 1) The employee shall be placed out of service until this determination is made.
- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.

- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.
 - d. Signs a Last Chance Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and

- c. Completes the return to duty testing requirements set forth above with a negative result.
- d. Signs a Last Chance Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.

4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing

- a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
- b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the

Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Jason Paprocki, Finance Director

CC: Steven Bosco, Village Administrator

Date: December 2, 2024

RE: Approval of 2024 Tax Levy Items

At the October 21st and November 18th Committee of the Whole meetings, staff presented the preliminary 2024 tax levy estimates. As discussed at the meetings, the Village's total 2024 tax levy request will be \$2,919,000, which represents a 4.21% increase over the 2023 tax levy extension. The increase is made up of a 2.5% CPI increase and the added value of new construction allowance.

In addition, the tax levy request for the Messenger Public Library is included in the 2024 levy ordinance. The Library's 2024 tax levy request (general corporate levy and additional 0.02% building maintenance levy) is \$2,219,500. This represents a 4.85% increase over the Library's 2023 final tax extension.

Notice for tonight's public hearing on the Village and Library 2024 tax levy was published in the Daily Herald on Saturday November 23rd.

Also included tonight are the 2024 tax levy requests for the Village's six active special service areas (SSA). The Waterford Oaks (SSA #4), Oak Hill (SSA #7), Timber Oaks (SSA #8), Pinecreek Phase III (SSA #9) levies have all increased over 5% from last year, therefore, public hearings will be held on December 2nd. These amounts are:

- Waterford Oaks (SSA #4) - \$22,190
- Oak Hill (SSA #7) - \$40,500
- Timber Oaks (SSA #8) - \$10,225
- Pinecreek Phase III (SSA #9) - \$3,435
- Willow Lakes (SSA #11) - \$10,530
- North Aurora Towne Center (SSA #32) - \$30,000

Finally, ordinances are presented to abate the 2024 tax levy to pay the Village's outstanding bond issuances. These are: the 2014 General Obligation Alternate Revenue Source Refunding Bonds (for the Police Station construction funded with sales tax revenues), the 2017 General Obligation Alternate Revenue Source Bonds (for water wells, water tower, and other water related capital projects funded with water user fees), and the 2024 General Obligation Alternate

Revenue Source Bonds (for the public works facility funded with sales tax revenues). The 2014 Bond have been retired early; therefore, the Village needs to abate levy years 2024 to 2027 to remove from Kane County's records.

The following items on the agenda related to the 2024 tax levy include:

- Approval of the Messenger Public Library Resolutions of the Board of Library Trustees for the 2024 Tax Levy and 0.02% Maintenance Tax
- Approval of an Ordinance For The Levy And Assessment of Taxes in and for the Village of North Aurora, Kane County, Illinois for the Fiscal Year Beginning June 1, 2024 and Ending May 31, 2025
- Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
- Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
- Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
- Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
- Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
- Approval of an Ordinance Levying the Taxes for the North Aurora Town Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2024 and ending May 31, 2025
- Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2024 to 2027 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)
- Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2024 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)
- Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2024 to Pay Debt Service on \$13,665,000 General Obligation Bonds, Series 2024 (Alternate Revenue Source)

42

Resolution 04-2024

RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE MESSENGER PUBLIC LIBRARY
OF NORTH AURORA, IL.
FOR .02% MAINTENANCE TAX LEVY

BE IT RESOLVED, by the Board of Library Trustees of the Village of North Aurora, Illinois, that an additional tax of .02% of the value of all taxable property in the Village as equalized or assessed by the Department of Revenue be levied for the fiscal Year beginning June 1, 2024 – May 31, 2025, by the Library’s corporate authority for the maintenance, repairs, and alterations of library buildings and equipment, etc., as authorized by State of Illinois 75 ILCS 16/35(b).

BE IT FURTHER RESOLVED that the Secretary of the Board of Library Trustees shall forward a certified copy of this Resolution to the corporate authority for its action.

Ayes Saperston, Steed, Berley, Carlsm, Crawford, Bailey
Nays _____
Abstain _____
Absent _____
Not available - Hicks

[Signature]

Mark Saperston President of the Messenger Library Board of Trustees

[Signature]

Secretary of the Messenger Library Board of Trustees

DATE: October 10, 2024

40

RESOLUTION 03-2024

**RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES
OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS,
PROVIDING FOR LEVY FOR THE LIBRARY'S FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

BE IT RESOLVED by the Messenger Public Library Board of Trustees of the Village of North Aurora, Kane County, Illinois as follows:

Section 1: Whereas the Library Board of Trustees approved on May 9, 2024 the Budget and Appropriation for FY 2024-2025 (Resolution # 02 – 2024).

Section 2: The following sums of money be and the same are hereby levied for the following purposes of the Library:

	<u>AMOUNT BUDGETED AND APPROPRIATED</u>	<u>AMOUNT FROM OTHER SOURCES</u>	<u>AMOUNT TO BE LEVIED</u>
Salaries/Benefits	\$1,406,000		\$1,406,000
Library Equipment & Services	622,500		622,500
Library Materials	\$191,000		\$191,000
Capital Projects	\$250,000	\$250,000	\$0
TOTAL CORPORATE:	\$2,469,500	\$250,000	\$2,219,500

TOTAL BUILDING MAINTENANCE:	\$125,000		125,000
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	<u>AMOUNT APPROPRIATED</u>	<u>REVENUE OTHER SOURCES</u>	<u>AMOUNT LEVIED</u>
Total Corporate	2,344,500	\$250,000	2,094,500
Total Building and Maintenance	\$125,000		\$125,000
	2,469,500.00	\$250,000	2,219,500

Section 3: The amount to be levied as stated above (\$2,219,500) should be incorporated in the financial ordinances of the Village, including the Village's next levy to be filed in 2024.

Section 4. The Secretary shall file promptly with the Village of North Aurora a certified copy of this Resolution.

41

ADOPTED this 10th day of October 2024, according to a roll call vote as follows:

AYES: Saperston, Steed, Berley, Carlson, Crawford, Bailey

NAYS: _____

ABSENT: _____

Not audible - HCTS

APPROVED by me this 10th day of October 2024.


President Mark Saperston

ATTEST:


Secretary of Board



State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**Ordinance for the Levy and Assessment of Taxes in and for
the Village of North Aurora and the Messenger Public Library, Kane County,
Illinois for the Fiscal Year
Beginning June 1, 2024 and Ending May 31, 2025**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

Record and return to:

Natalie Stevens
Community Relations Coordinator
Village of North Aurora
25 E. State Street
North Aurora, IL 60542
630-897-8228

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES IN AND
FOR THE VILLAGE OF NORTH AURORA AND THE MESSENGER PUBLIC LIBRARY, KANE
COUNTY, ILLINOIS**

FOR THE FISCAL YEAR BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS:

SECTION 1. That the sum of \$5,138,500 be and the same is hereby levied from and against all the real and personal property within the limits of the Village of North Aurora subject to taxation according to the ad valorem value of the said property after same is assessed and equalized for State and County purposes for the current fiscal year and said Village of North Aurora commencing June 1, 2024 and ending May 31, 2025, the objects and purposes and respective amounts for which budget were heretofore made and the objects and purposes and the respective amounts hereby levied and assessed the aggregate sum of \$5,138,500 are as follows (“Year Ending May 31, 2025 Levy”):

	2024/25	Amount Budgeted	Other Sources	Amount Levied
GENERAL FUND				
<u>LEGISLATIVE AND BOARDS</u>				
Stipend - Village President	\$10,800			
Stipend - Trustees	43,200			
Stipend - Village Clerk	7,200			
Stipend - Liquor Commission	1,200			
Per Diem - Police Pension Board	1,250			
Per Diem - Plan Commission	3,500			
FICA - Social Security and Medicare	4,775			
Legal	4,000			
Conferences and Travel	1,150			
Dues and Meetings	15,255			
Office Expenses	500			
Misc. Expenditures	12,500			
Equipment	500			
LEGISLATIVE AND BOARDS		\$105,830	\$102,480	\$3,350
<u>ADMIN/IT</u>				
Salaries - Regular	\$615,560			
Overtime	1,000			
FICA - Social Security and Medicare	47,165			
IMRF	61,765			
Health Insurance	78,870			
Life Insurance	105			
Dental Insurance	2,350			
Legal Services	47,500			
Professional/Consulting Fees	30,000			
Conferences and Travel	14,450			
Seminars and Training	10,000			
Dues and Meetings	8,970			
Office Expenses	3,000			

Information Technology Supplies	7,500		
Postage	1,750		
Publishing/Advertising	250		
Printing	24,125		
Equipment/IT Repair and Maintenance	29,500		
Website Maintenance	4,850		
Software Maintenance	142,500		
Phones and Connectivity	13,300		
Miscellaneous	7,125		
Equipment	1,250		
Vehicle Equipment Fund Charges	7,145		
ADMIN/IT	\$1,160,030	\$1,105,930	\$54,100

FINANCE/HR

Salaries - Regular	\$359,005		
Salaries – Part-time	44,950		
FICA - Social Security and Medicare	30,905		
IMRF	41,205		
Health Insurance	20,840		
PSEBA Payments	37,500		
Life Insurance	65		
Dental Insurance	740		
Legal Services	2,500		
Audit Services	25,520		
Finance Services	30,225		
Conferences and Travel	2,900		
Seminars and Training	3,500		
Dues and Meetings	1,300		
Office Expenses	1,000		
Publishing/Advertising	3,765		
Printing	625		
Software Maintenance	40,500		
Banking Services/Fees	16,100		
Phones and Connectivity	6,000		
Miscellaneous	7,830		
Equipment	1,250		
FINANCE/HR	\$678,225	\$641,640	\$36,585

POLICE COMMISSION

Meetings Per Diem	\$2,500		
Legal	500		
Recruit Testing	14,000		
Dues and Meetings	400		
POLICE COMMISSION	\$17,400	\$16,900	\$500

POLICE

Salaries - Regular	\$3,801,305		
Salaries - Part-time	70,505		
Salaries - Overtime	147,500		
Salaries - Court Time	10,600		
On-Call Pay	22,000		
Specialty Pay	4,160		
FICA - Social Security and Medicare	311,980		
IMRF	31,150		
Health Insurance	426,990		

Life Insurance	770		
Dental Insurance	11,105		
Police Pension	1,852,530		
Uniform Allowance	48,250		
Legal Services	55,000		
Professional Consulting	5,000		
Conferences and Travel	27,855		
Training	28,000		
Firearm Training	49,500		
Tuition Reimbursement	3,000		
Dues and Meetings	25,330		
Office Expenses	13,000		
Gas and Oil	72,000		
Prisoner MTCE and Supplies	1,000		
Comfort Dog Supplies	9,700		
Drug Fund	2,000		
DUI Prevention	10,000		
Community Service	44,500		
Postage	8,000		
Equipment/IT Repair and Maintenance	22,650		
Vehicle Repair and Maintenance	59,510		
Software Maintenance	78,365		
Animal Control	1,000		
Investigations	16,190		
Evidence Processing	4,000		
Emergency Management	21,800		
Phones and Connectivity	67,300		
Dispatching Services	250,000		
Miscellaneous	9,500		
Equipment	10,600		
Vehicle Equipment Fund Charges	272,375		
POLICE	\$7,906,020	\$5,570,275	\$2,335,745

COMMUNITY DEVELOPMENT

Salaries - Regular	\$487,715		
Salaries - Overtime	6,500		
FICA - Social Security and Medicare	37,805		
IMRF	50,410		
Health Insurance	53,990		
Life Insurance	110		
Dental Insurance	1,305		
Uniform Allowance	500		
Engineering Services	50,000		
Legal Services	20,000		
Planning	5,000		
Inspection Services	140,000		
Professional Consulting Fees	10,000		
Conferences and Travel	6,700		
Training	3,500		
Dues and Meetings	2,500		
Office Expenses	4,000		
Gas and Oil	4,500		
Postage	1,800		
Publishing	4,000		
Printing	500		

Equipment/IT Repair and Maintenance	500		
Vehicle Repair and Maintenance	500		
Software Maintenance	51,500		
Grass Cutting	1,500		
Phones and Connectivity	9,975		
Miscellaneous	1,500		
Equipment	500		
Vehicle Equipment Fund Charges	7,125		
COMMUNITY DEVELOPMENT	\$963,935	\$918,750	\$45,185

PUBLIC WORKS

Salaries - Regular	\$1,171,505		
Salaries - Part-time	17,000		
Salaries - Overtime	65,000		
On-Call Pay	19,500		
FICA - Social Security and Medicare	97,385		
IMRF	128,675		
Health Insurance	164,115		
Life Insurance	320		
Dental Insurance	4,610		
Uniform Allowance	7,000		
Engineering Services	15,500		
Legal Services	7,500		
Conferences and Travel	9,400		
Training	10,000		
Dues and Meetings	3,070		
Office Expenses	3,470		
Custodial Supplies	10,600		
Safety Supplies	8,500		
Tools	5,000		
Salt	10,000		
Gas and Oil	55,000		
Postage	800		
Publishing	1,500		
Printing	100		
Equipment/IT Repair and Maintenance	15,000		
Vehicle Repair and Maintenance	128,000		
Software Maintenance	8,500		
Public Buildings Repair and Maintenance	179,000		
Mosquito Control	64,000		
Public Grounds Repair and Maintenance	70,500		
Grass Cutting	56,000		
Tree Service	164,000		
Snow Removal	150,000		
Streets and Alleys Repair and Maintenance	63,000		
Sidewalks Repair and Maintenance	33,000		
Storm Drain Maintenance	32,000		
Traffic Signs and Signals	35,000		
Phones and Connectivity	18,000		
Utility	2,750		
Miscellaneous	6,000		
Equipment Purchases	25,000		
Vehicle Equipment Fund Charges	232,115		

PUBLIC WORKS	\$3,097,915	\$2,968,380	\$129,535
<u>NON-DEPARTMENTAL</u>			
Fireworks	\$38,250		
Community Events	45,000		
Beautification Committee	21,000		
Sales Tax Rebates	395,000		
Misc. Expenditures	10,000		
NON-DEPARTMENTAL	\$509,250	\$499,250	\$10,000
<u>INSURANCE FUND</u>			
Unemployment Tax	\$9,500		
Insurance Claims	30,000		
Liability Insurance	388,250		
INSURANCE FUND	\$427,750	\$123,750	\$304,000
SUBTOTAL VILLAGE	\$14,866,355	\$11,947,355	\$2,919,000
<u>DEBT SERVICE</u>			
Bonds and Interest	\$-		
DEBT SERVICE	\$-	\$-	\$-
<u>LIBRARY FUND</u>			
Salaries/Benefits	\$1,406,000		
Materials and Electronic Resources	190,000		
Development/Education/Training	25,000		
Technology Equipment, Resources, Services	160,000		
Audit	15,000		
General Operating and Admin	120,500		
Programming and Outreach	69,000		
Utilities and Telecommunication	52,000		
Insurance	31,000		
Furniture Fixtures	25,000		
Capital Building Project	250,000		
LIBRARY FUND	\$2,344,500	\$250,000	\$2,094,500
<u>LIBRARY BLDG & EQUIP. MAINT.</u>			
Library Bldg Equip & Maint	\$125,000		
LIBRARY BLDG & EQUIP. MAINT.	\$125,000	\$-	\$125,000
GRAND TOTAL	\$17,335,855	\$12,197,355	\$5,138,500

<u>Recapitulation</u>	<u>Budget Amount</u>	<u>Other Sources</u>	<u>Amount Levied</u>
LEGISLATIVE	\$101,055	\$99,055	\$2,000
ADMIN/IT	1,051,100	1,028,100	23,000
FINANCE/HR	580,595	568,595	12,000
POLICE COMMISSION	17,400	16,900	500
POLICE	5,526,100	5,398,600	127,500
COMMUNITY DEVELOPMENT	875,720	855,720	20,000
PUBLIC WORKS	2,871,855	2,806,855	65,000
NON-DEPARTMENTAL	509,250	499,250	10,000
SUB TOTAL Corporate	\$11,533,075	\$11,273,075	\$260,000

OTHER

AUDIT	\$25,520	21,520	\$4,000
LIABILITY INSURANCE	418,250	118,250	300,000
POLICE PROTECTION	184,260	29,260	155,000
EMPLOYER'S SOCIAL SECURITY	530,015	380,015	150,000
UNEMPLOYMENT INSURANCE	9,500	5,500	4,000
IMRF	313,205	223,205	90,000
POLICE PENSION	1,852,530	(103,470)	1,956,000
BONDS AND INTEREST	-	-	-
SUB TOTAL	\$3,333,280	\$674,280	\$2,659,000
VILLAGE SUBTOTAL	\$14,866,355	\$11,947,355	\$2,919,000
LIBRARY FUND	\$2,344,500	\$250,000	\$2,094,500
LIBRARY BLDG. & EQUIP. MAINT.	125,000	-	125,000
LIBRARY SUB TOTAL	\$2,469,500	\$250,000	\$2,219,500
TOTALS:	\$17,335,855	\$12,197,355	\$5,138,500

SECTION 2. That express reference for greater certainty is hereby made to the Budget of the Village of North Aurora, Kane County, Illinois for the fiscal year beginning June 1, 2024, and ending May 31, 2025, adopted by the Board of Trustees of the Village of North Aurora, Kane County, Illinois on May 6, 2024, and thereafter published and recorded according to law, in which said Budget said Board budgeted such sums of money as are deemed necessary to defray all expenses and liabilities of said Village of North Aurora, Kane County, Illinois, for said fiscal year and in which was budgeted for each object or purpose specified, and in which said Budget has been amended by Ordinance since adoption.

SECTION 3. That the Year Ending May 31, 2025 Levy is less than five percent (5%) greater than the extensions for the fiscal year beginning June 1, 2023, and ending May 31, 2024; notice of the Truth in Taxation Hearing was published on November 23, 2024, and the hearing was conducted pursuant to the notice prior to passage of this Ordinance on December 2, 2024.

SECTION 4. That the Village Clerk of the Village of North Aurora, Kane County, Illinois is hereby directed to cause to be filed forthwith with the County Clerk of Kane County, Illinois, a certified copy of this Ordinance.

SECTION 5. That this Ordinance shall be printed in pamphlet form by authority of the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, its approval by the President of said Board, its recording by the Clerk, and lapse of time as prescribed by law.

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

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of December, 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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS
SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS
SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

WHEREAS, Ordinance No. 96-24 establishing the Waterford Oaks Special Service Area (the "Special Service Area") was passed on July 22, 1996, as amended by Ordinance No. 10-11-01-01 passed on November 1, 2010, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$22,190.00, which exceeds by more than five percent (5%) of the levy from the previous year; and

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

WHEREAS, the ordinance establishing the Waterford Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law.

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$22,190.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2024 and ending May 31, 2025 for the Waterford Oaks Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the 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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL
SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____
AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL
SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025

WHEREAS, Ordinance No. 96-36 establishing the Oak Hill Special Service Area (the “Special Service Area”) was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$40,500.00, which exceeds by more than five percent (5%) of the levy from the previous year; and

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

WHEREAS, the ordinance establishing the Oak Hill Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$40,500.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2024 and ending May 31, 2025 for the Oak Hill Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

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

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE
TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____
AN ORDINANCE LEVYING THE TAXES FOR THE
TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025

WHEREAS, Ordinance No. 96-37 establishing the Timber Oaks Special Service Area (the “Special Service Area”) was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$10,225.00, which exceeds by more than five percent (5%) of the levy from the previous year; and

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

WHEREAS, the ordinance establishing the Timber Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$10,225.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2024 and ending May 31, 2025 for the Timber Oaks Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the 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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

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VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III)
SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III)
SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

WHEREAS, Ordinance No. 97-22 establishing the Pinecreek (Phase III) Special Service Area (the "Special Service Area") was passed on July 14, 1997 for the property collectively described therein; and

WHEREAS, the cost for the maintenance of the Special Service Area is \$3,435.00, which exceeds by more than five percent (5%) of the levy from the previous year; and

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

WHEREAS, the ordinance establishing the Pinecreek (Phase III) Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$3,435.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2024 and ending May 31, 2025 for the Pine Creek (Phase III) Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the 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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES
SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES
SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR
BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

WHEREAS, Ordinance No. 98-2 establishing the Willow Lakes Special Service Area (the “Special Service Area”) was passed on February 9, 1998 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$10,530.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Willow Lakes Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$10,530.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2024 and ending May 31, 2025 for the Willow Lakes Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the 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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

State of Illinois)
) ss.
County of Kane)

Prepared by:
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Return to:
Village Clerk
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

This page is added for the purpose of affixing Recording Information

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance Number: _____

**AN ORDINANCE LEVYING THE TAXES FOR THE
NORTH AURORA TOWN CENTRE SERVICE AREA #32 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING THE TAXES FOR THE
NORTH AURORA TOWN CENTRE SERVICE AREA #32 FOR THE FISCAL
YEAR BEGINNING JUNE 1, 2024 AND ENDING MAY 31, 2025**

WHEREAS, Ordinance No. 05-10-24-02 establishing the North Aurora Town Centre Service Area #32 (the “Special Service Area”) was passed on October 24, 2005, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$30,000.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the North Aurora Town Centre Service Area #32 was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

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

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$30,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2024, and ending May 31, 2025, for the North Aurora Town Centre Service Area #32;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the 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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEARS 2024 TO 2027 TO PAY DEBT SERVICE ON \$6,885,000 GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2014 (ALTERNATE REVENUE SOURCE), OF
THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20th day of October, 2014 (the "Ordinance"), did provide for the issue of \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source), dated November 13, 2014 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the amounts levied to pay the Bonds in and for each of the years prior to 2024 have been abated by the Village; and

WHEREAS, the Board authorized the use of lawfully available funds of the Village to pay and redeem on July 1, 2024, all of the Bonds; and

WHEREAS, as a result of the defeasance, it is necessary and in the best interests of the Village that the tax heretofore levied for the years 2024 to 2027 to pay the Bonds be abated.

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

Section 1. Abatement of Tax. The tax heretofore levied for the years 2024 to 2027 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the years 2024 to 2027 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its

adoption.

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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2024 TO PAY DEBT SERVICE ON \$5,800,000 GENERAL
OBLIGATION BONDS, SERIES 2017 (ALTERNATE REVENUE SOURCE), OF
THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20th day of March, 2017 (the "Ordinance"), did provide for the issue of \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source), dated April 4, 2017 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2024 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2024 to pay the Bonds be abated.

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2024 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

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.

ATTEST:

Mark Gaffino, Village President

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2024 TO PAY DEBT SERVICE ON \$13,665,000 GENERAL
OBLIGATION BONDS, SERIES 2024 (ALTERNATE REVENUE SOURCE), OF
THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 7th day of October, 2024 (the "Ordinance"), did provide for the issue of \$13,665,000 General Obligation Bonds, Series 2024 (Alternate Revenue Source), dated October 23, 2024 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2024 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2024 to pay the Bonds be abated.

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2024 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

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.

ATTEST:

Mark Gaffino, Village President

Village Clerk